



# WAYNE - FINGER LAKES

## Board of Cooperative Educational Services

NOTICE TO BIDDERS

INSTRUCTIONS TO BIDDERS

TERMS AND CONDITIONS

GENERAL CONDITIONS

BID SPECIFICATIONS

AND

BID PROPOSAL/FORMS

### COOPERATIVE GROCERY ITEMS WFL 2025-04B

|                    |   |
|--------------------|---|
| BIDS TO BE OPENED: | November 21, 2024   |
| TIME:              | 3:00 p.m., local time   |
| PLACE:             | Wayne-Finger Lakes BOCES<br>Business Office<br>131 Drumlin Court<br>Newark, NY 14513-1863 |

***Order of Precedence:***

The terms of the bid specifications, the successful bidder's proposal, and any resulting contract entered into between the BOCES and successful bidder shall govern the parties' relationship, in the following order of precedence: (1) bid specifications, (2) the successful bidder's proposal, and (3) any resulting contract entered into between the BOCES and successful bidder. ***The successful bidder's proposal shall not be deemed to change or supersede the bid specifications, including but not limited to any supplementary documents, notes, comments, additions, or deletions purporting to amend the bid specifications.***

***Please note regarding inclement weather or other unforeseen circumstance:***

*In the event that the Regional Support Center located at the address above is closed due to inclement weather or other unforeseen circumstance, the bid opening will be held on the next business day this BOCES site is open at the same time noted in this bid; bids will be received until this time.*

LEGAL NOTICE TO BIDDERS

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

**COOPERATIVE GROCERY ITEMS  
WFL 2025-04B**

Bids will be received until 3:00 pm on, November 21, 2024, by the Wayne-Finger Lakes BOCES Business Office, at which time and place they will be publicly opened and read.

Specifications and bid forms may be obtained at the same office or on-line at:

[www.bidnetdirect.com](http://www.bidnetdirect.com) or <https://wflboces.ionwave.net>

Wayne-Finger Lakes BOCES  
131 Drumlin Court  
Newark, NY 14513-1863  
315-332-7458

By: Linda McClean, CPPB  
Purchasing Director  
10/23/24

**COOPERATIVE GROCERY ITEMS  
WFL 2025-04B**

Bid will be effective from  
January 1, 2025 – June 30, 2025

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

**CONFIRMATION RECEIPT FORM**

**Bid Title: Cooperative Grocery Items WFL 2025-04B**

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

To: Linda McClean, CPPB  
Purchasing Director  
Wayne-Finger Lakes BOCES  
131 Drumlin Ct.  
Newark NY 14513-1863

**IF YOU PLAN TO SUBMIT A BID, YOU MUST RETURN THIS FORM TO ENSURE THAT YOU WILL RECEIVE ALL FURTHER COMMUNICATION REGARDING THIS BID.**

Bidder \_\_\_\_\_

Address \_\_\_\_\_

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

Signature \_\_\_\_\_

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

Title \_\_\_\_\_ Date: \_\_\_\_\_, 2024

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

Email \_\_\_\_\_

## COOPERATIVE GROCERY ITEMS WFL 2025-04B

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

Wayne-Finger Lakes BOCES officially distributes bidding documents through the Empire State Online Bid Notification System, IonWave Technologies Online Bid Notification System, or directly from the Wayne-Finger Lakes Business Office.

Copies of bidding documents obtained from any other source are not considered official copies. Only those vendors who obtain bidding documents from the sources mentioned above are guaranteed to receive addendum information, if such information is issued. **If you have obtained this document from another source, it is recommended that you obtain an official copy.**

- Empire State Online Bid Notification System: [www.bidnetdirect.com](http://www.bidnetdirect.com)
- IonWave Technologies Online Bid Notification System: <https://wflboces.ionwave.net>

**\*Please Note:** *electronic submission of your bid document is only available thru use of the IonWave Technologies Online Bid Notification System.*

### **Bid Submission**

Bids can be submitted by:

- a) sealed, hard copy mailed to the exact location indicated on the Legal Notice to Bidders
- or**
- b) electronically thru the use of IonWave technologies website.

**Do not do both and please plan accordingly.**

**\* In the event that both options are submitted, the electronic submission through IonWave Technologies Website will prevail.**

|                                  |
|----------------------------------|
| <h2>INSTRUCTIONS TO BIDDERS</h2> |
|----------------------------------|

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

6. Bidders shall indicate on the outside of their sealed bid the following information:

- 1. Title of Bid and Bid Number**
- 2. Date and Time of Bid Opening**
- 3. Company Name**

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

7. Bid form responses:

When filling out the Bid Proposal form(s) and Bid Line Items Listing be certain that:

1. All blanks are filled in with the requested information:
  - a. Supplier Notes (*if applicable*) any variations such as: Product description, weight of container, color variance, etc.
  - b. Vendor’s Item Number
  - c. Unit Pack Size
  - d. Indicate if bidding “*As Specified*”; which means that it meets or exceeds what is stated on the vendor bid item listing.
2. All forms are signed in blue or other non-black ink, if submitting a sealed hard copy, or electronic signature.
3. All areas requiring a price are to be filled in as follows:
  - Supply a numerical price for all products or services to be provided.
  - Check the “No Bid” box for any item(s) you do not wish to submit a bid for.
  - All markings other than those indicated above or any blank spaces where prices are indicated shall be deemed as a “no bid” by the BOCES and shall make the vendor non-responsive for that particular item(s). No exceptions shall be made in this case.

8. The only forms necessary to be submitted for a bid are the following:

- **Bid Proposal Form, filled out completely (see Instructions to Bidder)**
- **Section A - Catalog/Website Instructions Form**
- **Section B - Discount Form**
- **Questionnaire**
- **Bidder Qualification & Disclosure Form**
- **Bid Proposal Certification/Non-Collusion Affidavit signed & dated.**
- **Resolution (For Corporate Bidders Only)**
- **Declaration Statement**
- **Vendor Bid Item Listing**
- **W-9**
- **Catalog Hard Copies (if applicable) must be received by the date and time of the bid opening**

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

## GENERAL INFORMATION

### **1. SCOPE:**

1.1 The Wayne-Finger Lakes BOCES and Participants require **COOPERATIVE GROCERY ITEMS**. The BOCES and Participants have agreed to form a Cooperative Bid Group as authorized by General Municipal Law Section 119-o. It is the intent of the Cooperative Bid Group (hereinafter referred to as "Participants") to contract with vendor(s) and to establish prices for these items for the stated contract term. Notwithstanding the details presented in the specifications, it being understood that a complete reliable supply of **COOPERATIVE GROCERY ITEMS** satisfactory to each participant shall be required in all cases.

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

### **2. AMENDMENTS TO BID:**

Any verbal information obtained from, or statements made by representatives of Wayne-Finger Lakes BOCES at the time of examination of the documents or site shall not be construed as, in any way, amending contract documents. Only such corrections or addenda as are used by the BOCES in writing to all Contracts shall become a part of the Contract. Any addendum issued during the time of bidding shall be included in bids and become a part of the Contract Agreement.

### **3. DESCRIPTION OF BOCES:**

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

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

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

### **4. OBLIGATION OF BIDDERS:**

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

**5. RESPONSIBILITY OF CONTRACTOR:**

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

**6. BOCES' RESPONSIBILITY:**

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

**7. PARTICIPANTS' RESPONSIBILITY:**

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

**8. CONTRACT TERM:**

The contract resulting from this bid invitation shall remain in effect from January 1, 2025, to June 30, 2025. The contract may be extended for one (1) six-month term or less upon mutual agreement of the contracting parties.

**9. SHORT TERM EXTENSION:**

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

**10. QUANTITIES:**

The annual usage quantities indicated in the specifications represent estimated total requirements for the contract term. The totals are estimates ONLY and should not be construed to represent either maximum or minimum amounts to be purchased during the contract term. Therefore, the contract is only for quantities actually ordered.

**11. OTHER CONTRACTS:**

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

**12. UNANTICIPATED REQUIREMENTS:**

12.1 Every effort has been made to include all items that may be required during the contract term. If, however, items are required which are not listed on the Proposal, the BOCES reserves the right to negotiate with the vendor a mutually agreeable cost for the items not specified to the extent permitted by General Municipal Law Section 103 and other applicable law. Any such items must be approved in writing by the BOCES prior to the contractor providing the items. Upon approval, these items will be added to the contract under the same terms and conditions. The BOCES further reserves the right to obtain these items from other sources if the cost cannot be mutually agreed upon, or if purchase of the items is subject to competitive bidding requirements.

12.2 The BOCES further reserves the right to purchase through the competitive bidding process, unanticipated large volume requirements, whether or not listed on the Proposal, if the BOCES concludes that prices or other considerations will result in terms which will be more favorable to the participants.

**13. BIDDER QUALIFICATIONS:**

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

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

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

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

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

13.5 The successful bidder must supply copies of catalog(s)/price list(s) bid to all Participants.

**14. IRAN DIVESTMENT ACT:**

14.1 By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that it is not on the "Entities Determined To Be Non-Responsive Bidders/Offerors Pursuant to The New York State Iran Divestment Act of 2012 list ("Prohibited Entities List") posted on the OGS website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certifies that it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List. Additionally, Bidder/Contractor is advised that should it seek to renew or extend a Contract awarded in response to the solicitation, it must provide the same certification at the time the Contract is renewed or extended.

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



damages, or declaring the Contractor in default.

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

**15. BUY AMERICAN PROVISION:**

15.1 Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336) added a provision, Section 12(n) to the NSLA (42 USC 1760(n)), requiring school food authorities (SFA's) to purchase, to the maximum extent practicable, domestic commodity of products. Section 12(n) of the NSLA defines "domestic commodity or product" as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States. "Substantial" means that over 51% of the final product consists of agricultural commodities that were grown domestically. Products from Guam, America Samoa, Virgin Islands, Puerto Rico and Northern Mariana Islands are allowed under this provision as territories of the United States. The Buy American provision (7 CFR Part 210.21(d)) is one of the procurement standards SFA's must comply with when purchasing commercial food products served in the school meal programs.

**15.2 LIMITED EXCEPTIONS TO THE BUY AMERICA PROVISION:**

There are limited exceptions to the Buy American provision which allow for the purchase of foods not meeting the "domestic" standard as described above (i.e., "non-domestic") in circumstances when use of domestic foods is truly not practicable. These exceptions, as determined by the SFA, are:

- The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality; or
- Competitive bids reveal the costs of a U.S. product are significantly higher than the non-domestic product.

15.3 Should the vendor request an exception to the buy America provision, it is the vendors responsibility to provide sufficient evidence that the product in question does not exist in any form that would comply with the provision. Should the BOCES determine that the evidence supplied by the vendor does not meet the requirements for an exception, the vendor will be required to supply the appropriate produce or be deemed nonresponsive to the bid or contract.

**16. MWBE: §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.**

(a) The Non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

**17. BID FORMAT:**

The bidder shall insert the unit price, the extended price, and any brand, quantity and/or size variance from the specified product on the bid forms enclosed for each item he/she proposes to furnish. In the event of a discrepancy between the unit price and any extension or bid total, the unit price will govern. If not bidding an item or items, mark N/A in appropriate place(s), do not leave any blanks.

**18. REGULATIONS:**

All products must meet all applicable Local, State and Federal regulations.

**19. SPECIFICATION REFERENCES:**

19.1 For the items specified, the words "or equal" are understood after each item. All bidders are to identify the brand, specifications, weight and number of items per package, label standards and any variance on all items bid. If no description or alternate item information accompanies the bid, it will be assumed the bidder will furnish the item exactly as listed on the bid proposal form specifications. Items must be clearly labeled as to item and weight and packaged to assure adequate protection from dirt, moisture or other contaminants.

19.2 The Participants have determined that if manufacturers are listed (model names or numbers used) in the specifications, those listed are preferred. This manufacturer's reference is not intended to be restrictive but descriptive of the type and quality that the Participants' desire to purchase. Bids for similar manufactured items of like quality will be considered if the bid is fully noted with the manufacturer's brand name and model.

19.3 The Bid Committee reserves the right to determine products of equal value. The decision of the Bid Committee will be final as to acceptable alternates. Vendors will not be allowed to make unauthorized substitutions after award is made.

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

19.5 In addition, during the term of the contract, the Participants reserve the right to delete item(s) or add comparable item(s) to the list, at prices to be negotiated with the contractor.

**20. TAX EXEMPT STATUS:**

No charge will be allowed for federal, state or municipal sales and excise taxes for which the Participants are exempt. The price shall be the net delivered price, including all discounts, and shall not include any charges taxes or fees.

**21. CANCELLATION CLAUSE:**

The Participants reserve the right to cancel the contract at any time during the contract term upon ten (10) days written notice of cancellation mailed to the address of the vendor(s).

**22. TERMINATION CLAUSE:**

Wayne-Finger Lakes BOCES reserves the right to terminate any contract resulting from this bid with or without cause upon (10) ten-calendar days written notice to the vendor. Upon such written notice, said contract shall be terminated and the vendor agrees to remove said equipment from Participant's property within seven (7) calendar days and refund the Participant(s) in full for the equipment within that same timeframe.

**23. NON-ASSIGNMENT:**

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

**24. GOVERNING LAW:**

Any dispute arising under this Contract shall be governed by the laws of the State of New York, County of Wayne, Town of Arcadia. Any litigation under this Contract if commenced by Contractor shall be brought in a Court of competent jurisdiction in the State of New York, County of Wayne.

Pending the resolution of any dispute, the Contractor shall proceed as directed by BOCES in writing.

**25. JUDGMENTS/LEGAL FINDINGS:**

By submitting this bid for consideration, the vendor affirms that they currently have no judgments or other legal findings nor have any pending judgments or other legal findings against the company or any of its executives, with any federal, state or local government entities that in any way could impact or have potential to impact their ability to complete any contract awarded them as a result of this bid. Failure to disclose any such judgments and/or findings will result in the termination, or any contracts and other penalties as deemed legal and appropriate by the BOCES.

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

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

**27. FORCE MAJEURE:**

The Contractor shall not be held responsible for any losses resulting if the fulfillment of the terms of the contract shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, or acts of God, or for any other acts not within the control of the Contractor and which by the exercise of reasonable diligence he is unable to prevent. This section shall not be construed to relieve Contractor from liability caused by the negligence or willful misconduct of Contractor, its officers, employees, or agents.

**28. DISCREPANCY:**

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

**29. NO ARBITRATION:**

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

**30. EXECUTORY CLAUSE:**

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

**31. EXCEPTIONS:**

Where a deviation or exception to this bid by the bidder to any part of this proposal, bidder must fully provide by a detailed explanation of exception on the Questionnaire Form. In the absence of a written exception or deviation, vendor agrees to fully comply with all conditions and specifications of the proposal.

**32. INDEMNIFICATION:**

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Participants from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out or resulting from performance of contracted services, provided that such claim, damage, loss, or expense is attributed in whole or in part by negligent acts or omissions of the Contractor, his subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

**33. ORDER OF PRECEDENCE:**

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

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

## SPECIFICATIONS

Through this Request for Bids, the Wayne-Finger Lakes BOCES seeks qualified and responsive vendors to provide grocery items. Items to be purchased from this contract may include but are not limited to: grocery items not specified in this bid. **Items listed in Section A are specified on the attachments. Vendors may bid Section B for items of unknown type and quantity which will be purchased throughout the bid term also.**

**NOTE: EXPIRATION DATES** – Any and all items in both Section A and Section B that require expiration dates **MUST** have an expiration date of June 30, 2025, or later.

## SECTION A

The items listed in the attached Vendor Bid Item Listing will be referred to in this document as Section A, which consists of specific items the Participants have purchased in the past year or anticipates the possibility of purchasing during the bid term. For items in Sections A, Bidders are to provide item pricing per the following conditions:

### 1. MINIMUM BID REQUIREMENTS:

- **Nutrient Data Requirements:**

- **Nutrient data must be supplied by the food manufacturers, food distributors, or food brokers for food items that are offered in schools which do not appear in the *National Nutrient Database for Child Nutrition Program (NNDCP)*.**
- **All required Data Submission Forms must be **submitted with the bid** and then to Participants prior to the delivery of any product, and no later than January 1, 2025.**
- Where a deviation or exception must be taken by the vendor to any part of the proposal, vendor must fully provide a detailed explanation of exception on the Questionnaire Form. In the absence of a written exception or deviation, vendor agrees to fully comply with all conditions and specifications of the proposal.
- The bidder shall insert the *price per unit, shipping container size and any variance for each item*. Bidders are directed to bid all items that they are able to supply as indicated on the Vendor Bid Item Listing form. If not bidding an item or items mark No Bid in appropriate place(s).
- All prices offered are net delivered.

### 2. MINIMUM ACCEPTABLE STANDARDS:

As described in the bid forms.

### 3. DELIVERY COSTS:

3.1 Delivery of all items shall be FOB destination. In recognition of the added overhead involved, due in part to additional handling this may create and because we expect the lowest price per unit of issue, a minimum order quantity is recognized at \$500.00 for all orders delivered to a single destination. Order quantities that do not meet the \$500.00 minimum may be delivered FOB destination with freight (or delivery charges) allowed. Shipping charges should appear as a separate item on the vendor's invoice.

But, in cases where the aggregate sum exceeds \$500.00 for multiple orders being delivered to the same location, then there will be no freight or delivery allowance. Any additional freight costs the bidder may anticipate should be factored into the product bid price.

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

**4. DELIVERIES:**

4.1 Prices are to be FOB each school/agency building in each district/agency participating in the bid. The successful bidder(s), upon notice, shall coordinate delivery schedules with all participating districts/agencies. It is understood that supplies shall be properly marked and packaged for inside delivery to specific school/agency buildings in accordance with the Delivery Site List. All such receipts must be signed and dated by an authorized representative of the Participant. Deliveries made to sites not designated on the delivery schedule, or without a signed delivery ticket, shall be considered as non-delivery.

4.2 Deliveries of perishable items shall be made in a refrigerated vehicle: temperature of frozen items shall not exceed 0 degrees F and the temperature of fresh items not to exceed 40 degrees F. It is the responsibility of the successful bidder to deliver all items in good condition to the point of destination.

4.3 IDENTIFICATION OF DELIVERIES - Purchase order numbers must appear on the outside of all shipments.

## SECTION B

Represents items of unknown type and quantity, which the Participants will purchase throughout the bid term. **For Section B, Bidders are to quote percentage discount from any or all of the following:**

***Bidder's general catalog which is current at the time of purchase.***

Catalogs referenced in Section B may be hard copy catalogs, online catalogs, or price list. Updated catalogs or price lists shall be automatically supplied to the Participants at no additional cost during the bid term.

a) Catalog:

- Hard copy - If bidding discount from hard copy catalog, bidder shall furnish a copy of the current catalog with the bid submission. Additional copies of hard copy catalogs must be supplied at the Participant's request throughout the term of the bid at no cost to the Participant. The catalog pricing provided at the time the bid is submitted shall remain in effect during the contract term, except as expressly authorized herein.
- Online - If bidding discount from an online catalog, bidder shall indicate the website address on the bid form. The online catalog pricing provided at the time the bid is submitted shall remain in effect during the contract term, except as expressly authorized herein.

b) Price List:

- Bidder's list price which is current at the time of purchase.
- Specific manufacturers' price lists  
Multiple manufacturers' catalogs or price lists may be offered with discounts bid specific to each.  
Bidder shall identify on the bid form the manufacturer name and shall reference the date of the manufacturer's catalog or price list from which discount will be applied.

A copy of each referenced manufacturer's price list or catalog must be provided with the bid. The manufacturer's price list or catalog pricing provided at the time the bid is submitted shall remain in effect during the contract term, except as expressly authorized herein.

Discount offered shall be a flat rate, reflecting the minimum discount offered to the Participant for all purchases from that catalog or price list. However, multiple discounts from the same catalog or price list (e.g., varying discounts per item category) will not be considered.

**All discount(s) offered (items a & b) shall be the minimum discount(s) offered to the Participant at any time during the term of the bid.**

**NOTE OF CLARIFICATION: Section A prices are net, delivered prices. Section B is a discount pricing structure for items not covered in Section A. The discount quoted in Section B will not apply to the prices quoted in Section A.**

1. For items in Section B, the following terms and conditions shall apply:
  - a. Catalog (or list) price, less the discount, shall be net price, and shall be F.O.B. destination, freight prepaid and allowed to any Participant's location. No additional costs for shipping or delivery will be accepted by the Participant, with the exception of extremely large or overweight items (e.g., safes).
  - b. No minimum order requirements shall apply.
  - c. Section A participation is ***not*** required to participate in section B.
2. Purchases of items in Section B will be made as follows:
  - a. The Participant will fax or email a price inquiry to all awarded Section B Bidders offering a general catalog or price list discount (ref. items a-b), listing the specific item(s) to be purchased at the time.
  - b. If the Participant requires a specific product which is not on the Section A item list, the Participant will fax or email a price inquiry to all awarded Section B bidders offering a general catalog or price list discount (ref. items 1 a-b).
  - c. Bidder's price quotes shall be returned by fax or email to the Participant ***within one (1) business day of the request***, unless otherwise specified on the price inquiry.
  - d. Bidder's price quote shall specify base bid (catalog or list) price and net (discounted) price.

Award will be made to the Section B awarded bidder offering the best net price and in the best interest of the Participant for a particular order.

3. In the event the successful bidder of Section B item(s) proposes a price increase during the contract term, and such price increase is permitted by law, such price increase will be considered or authorized only to the extent of the verified amount the cost of such item(s) was increased to the bidder by its supplier or manufacturer. The BOCES retains the right to determine whether or not such proposed increase(s) are in the best interest of the Participants, and in accordance with applicable law. The BOCES reserves the right to audit and/or examine any pertinent books, documents, records or invoices relating to the bid or item(s) in question after reasonable notice and during normal business hours. If it is determined that the proposed increase(s) are not acceptable, the BOCES reserves the right to cancel the respective bid or contract.



|   |
|---|
| <b>EVALUATION &amp; AWARD DETERMINATION</b> |
|---|

**1. LOW BID DETERMINATION/PRICING:**

**Section A:**

- a) Award of items in Section A will be awarded on an item-by-item basis to the lowest responsible bidder(s) who meet(s) all the terms of the specifications and is in the best interest of the Cooperative Bid Group. The Participants reserve the right to factor in the administrative costs of making multiple awards, issuing multiple orders and dealing with multiple vendors in calculating which bids actually result in the lowest overall costs to the Participants; therefore, if making an award to one vendor is in the best interest of the Participants, one award will be made. For example, the Participants reserve the right to consolidate awards and not necessarily award to what appears to be a low bid when administrative costs make it more costly to the Participants to award solely on the basis of the bid received.
  
- b) Manufacturers' model numbers are provided for all items for the purpose of designating a minimum standard of product type and quality. Manufacturer references are not intended to be restrictive. Bids may be submitted on the same or equivalent items. Bids will be considered for any product which meets or exceeds the functionality and quality of the specified item. If bidding an equivalent item, Bidder must provide the manufacturer and manufacturer's model or item number in the appropriate column on the bid form.

**Section B:**

Section B Is handled by the Participant issuing the price inquiry, review and award will be done by said Participant.

**1. TIEBREAKER PROCEDURE:**

- a. In the event that BOCES receives two or more low responsive and responsible tie bids for a solicitation, BOCES shall use the recognized "lottery method" to break the tie bid to determine the awardee. Supplier early payment discounts shall not be used in determining the low bidder.
  
- b. All bidders that participated in the solicitation shall be notified by email of the tie bid and shall be invited to publicly witness the breaking of the tie bid in the BOCES Business Office. Those bidders shall be asked to respond back, via email, to the agency regarding their intention to witness this event.
  
- c. The "lottery method" is based on a random selection drawing of a name from the pool of tie bidders. Pieces of paper (buyer's business card, etc.) with one tie bidder's name per piece of paper shall be put into a container and either the buyer or another designated agency staff member will draw one lot with the winning tie bidder's name. At least two BOCES' staff members shall be required to witness this lottery drawing.

|                                    |
|------------------------------------|
| <b>POST AWARD CONTRACT PROCESS</b> |
|------------------------------------|

**1. PRODUCT SUPPLIED:**

***Section A:***

- a. The items specified in the bid for Section A are readily available in the marketplace. Therefore, in the interest of providing equivalent quality at the lowest price to Participants, the Wayne-Finger Lakes BOCES Cooperative Bid Group reserves the right to accept bids for substitute items of equal quality in its sole discretion. When a vendor bids a substitute for a specified product, the vendor must provide a sample of the item at the time of the bid submission. Failure to provide samples when bidding a substitute will be grounds for a no bid for that item as being non-responsive. The BOCES Cooperative Bid Committee will evaluate all samples and determine comparability to specified item. The Bid Committee reserves the right to determine products of equal value. The decision of the Bid Committee will be final as to acceptable alternates.
- b. Additions/Deletions: during the term of the contract, the Participants reserve the right to delete item(s) or add comparable item(s) to the list, at prices to be negotiated with the Contractor.

***Section B:***

Represents items of unknown type and quantity, which the Participants will purchase throughout the bid term. See *Attachment A: Information & Directions for Replying to an RFQ for Section B* of this bid.

**2. SALE ITEMS:**

When a bid item appears on a company sales flyer at a price, lower than the bid price, the sales price will apply to all Participants. Vendors are required to distribute any rebates for products bid to the Participants.

**3. PURCHASE ORDERS:**

The participants will place Purchase Orders directly with the responsible bidder. Purchase orders shall be effective and binding upon the contractor when placed in the mail addressed to the contractor at the address shown on his/her bid form. **(NO SUBSTITUTES AFTER BID AWARD(S) HAVE BEEN MADE.)** The participants reserve the right to ask for deliveries to be made at any time prior to June 30, 2025. Each participant will indicate on the purchase order the addressee and the date delivery is required. The participants will place color/size on purchase orders where necessary. If vendor cannot deliver before requested date, the vendor must notify district within three days of receiving order so alternate arrangements can be made. Failure to meet delivery times may cause districts to reject future bids from the vendor.

**4. EXCESSIVE DELAY:**

4.1 It is expected that the delivery of items will be received by the BOCES within thirty (30) days from receipt of order by the vendor. If delivery by the vendor is delayed by more than fifteen (15) business days after the thirty (30) day delivery time frame, the BOCES reserves the right to terminate the order of any or all undelivered units.

4.2 The Board of Cooperative Educational Services reserves the right to cancel any or all items not delivered within forty-five (45) days of receipt of purchase orders, should doing so be in the best interest of their entity.

**5. USAGE REPORTS:**

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

**6. PAYMENTS:**

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

**7. STOCK-OUT CLAUSE:**

Bidder agrees to inform the ordering participant of out-of-stock items within three (3) working days of receipt of participant's purchase order. The awarded vendor will make NO substitutions for out-of-stock items without advance approval of the ordering participant. If a participant is forced to purchase out of stock items or items not meeting specifications from another vendor, the original vendor MUST deduct the excess amount paid from the next invoice sent to the participant.

**8. INVOICES:**

Vendor must include the Participants purchase order number on all invoices. Failure to do so may delay payment.

**9. DAMAGED GOODS/SHIPPING ERRORS:**

The bidder agrees to remove and replace any visibly damaged cartons, and all products found damaged upon opening or products that do not meet specifications. The bidder agrees to make good any discrepancies or errors found in receiving such as incorrect amounts, etc. Failure by the bidder to remove damaged or incorrect products will be regarded as abandonment and the Participant will have the right to dispose of said items as it sees fit.

**10. ABANDONED GOODS:**

Deliveries left on the loading dock without acceptance by the Authorized User shall be considered 'Abandoned goods' and may be returned at the vendors expense or disposed of at the discretion of the Authorized User. It is acceptable for deliveries to be left on the dock only if written permission was provided by the authorized user. Additionally, the written permission must be clearly displayed on the delivery package, and the delivery personnel must ensure that the package is placed in a secure and designated area on the dock.

**11. RECALL NOTIFICATIONS:**

The vendor(s) shall have the ability to track all products delivered. The contractor shall have a product recall program that provides notification to Wayne-Finger Lakes BOCES and participants that have received the recalled products. The vendor(s) is responsible for picking up and replacing all products that are subject to recall. Participants shall not be responsible for the pickup and replacement cost of any recalled product. Subsequent credits must be applied, as applicable.

**12. PARTICIPANTS:**

Participating school districts and agencies include the following organizations. Specific sites for each Participant may be found on the enclosed Delivery Site List.

Bloomfield Central School District, Oakmount Ave., PO Box 98, E. Bloomfield, NY 14443  
Canandaigua City Central School District, 143 North Pearl St., Canandaigua, NY 14424  
Gananda Central School District, 1500 Dayspring Ridge, Walworth, NY 14568  
Geneva City School District, 335 Gambee Rd., Geneva, NY 14456-3492  
Gorham-Middlesex (Marcus Whitman) Central School District, 4100 Baldwin Road Rushville, NY 14544  
Honeoye Central School District P.O. Box 170, Honeoye, NY 14471  
Lyons Central School District, 10 Clyde Rd., Lyons, NY 14489  
Manchester-Shortsville Central School District, 1506 Rt 21, Shortsville, NY 14548  
Marion Central School District, 4034 Warner Rd., Marion, NY 14505  
Newark Central School District, Newark Municipal Bldg., 100 E. Miller St., Newark, NY 14513  
North Rose-Wolcott Central School District, 11631 Salter-Colvin Road, Wolcott, NY 14590  
Palmyra-Macedon Central School District, 151 Hyde Pkwy., Palmyra, NY 14522  
Penn Yan Central School District, One School Dr., Penn Yan, NY 14527  
Phelps-Clifton Springs Central School District 1490 Rt 488, Clifton Springs, NY 14432  
Red Creek Central School District, Church St., Red Creek, NY 13143  
Romulus Central School District, 5705 NY-96, Romulus, NY 14541  
Seneca Falls Central School District PO Box 268, Seneca Falls, NY 13148  
South Seneca Falls Central School District, 7263 Main Street, Ovid, NY 14521  
Waterloo Central School District, 109 Washington St. Shop Centre, Waterloo, NY 13165  
Wayne Central School District, 6200 Ontario Center Rd, Ontario, NY 14519

**Wayne-Finger Lakes BOCES Locations:**

*Technical & Career Centers:*

Finger Lakes Technical and Career Center, 3501 County Rd 20, Stanley, NY 14561  
Wayne Technical and Career Center, 4440 Ridge Rd., PO Box 19, Williamson, NY 14589

**13. PARTICIPATION – EXTENSION OF USE:**

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

**14. COMPLAINTS:**

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

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

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

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

**15. PRICE ADJUSTMENTS:**

15.1 Any pricing adjustments during the contract term require written consent from BOCES. If a price increase is proposed and permitted by law, it will only be considered to the extent of the verified cost increase from the supplier or manufacturer. BOCES has the right to determine if the increase is in the best interest of the Participants and in accordance with the law. BOCES can audit relevant documents and deny the proposed price adjustment. This does not waive BOCES's right to enforce contract pricing terms or other legal remedies.

15.2 Awarded vendors may request price adjustments every 90 days during the contract term. These requests must include supporting documentation from the manufacturer or supplier verifying the cost increase. Requests for price changes must be received at least fifteen (15) working days before the end of the third month of the bid term. The cooperative bid committee will review these requests and make decisions based on the best interests of the Participants. New pricing will only apply after written approval from BOCES. Requests must be submitted in writing to Linda McClean, CPPB, Wayne-Finger Lakes BOCES, 131 Drumlin Court, Newark, NY 14513, or via email at [wflpurchasing@wflboces.org](mailto:wflpurchasing@wflboces.org).

15.3 The submitted price change request shall indicate the previous price and the proposed increased or decreased price for each item changed. The Vendor must include documentary evidence to substantiate all price changes requested. **The vendor may not institute the new pricing on any purchase order received prior to the written acceptance date from the BOCES.**

Having carefully examined the specifications covering the supply of **COOPERATIVE GROCERY ITEMS** to the Participants, the undersigned proposes to supply the required equipment in accordance with the Notice to Bidders, General Information and Specifications, State Laws and Regulations and municipal ordinances at the listed prices.

I further certify that we have read the "General Conditions" and agree to the terms of the bid, and if awarded, the contract. **Vendors are strongly cautioned to carefully review their bid before submitting and verify that all pricing is correct.** No retractions will be allowed after the award of the bid.

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

**GROCERY ITEMS – BID PROPOSAL FORM**

**Vendor must complete a), b) & c) below:**

(failure to provide this information could deem a bidder as "non-responsive"; therefore their bid would not be considered for award)

- a) Estimated savings percent compared to current market price % \_\_\_\_\_ **(For informational purposes only)**
- b) \_\_\_\_\_ On the Vendor Bid Listing, the section for Supplier Notes, should bidder leave this section blank for any items bid, BOCES will assume that the bidder is bidding AS SPECIFIED.  
**Please Initial Acknowledgement of This Statement.**

- c) **Sections Bidding - Check (✓) all that Apply:**     **SECTION A**     **SECTION B\***  
*\*Section B is for items not listed in Section A to be purchased during the contract term. If a vendor wishes to participate in Section B they **MUST** check here and complete page 23 information on the process for Section B is contained herein or contact the Purchasing Department.*

Bidder \_\_\_\_\_

Address \_\_\_\_\_

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

Federal or Tax ID# \_\_\_\_\_ Telephone (\_\_\_\_) \_\_\_\_\_ Fax (\_\_\_\_) \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_, 2024

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

Email \_\_\_\_\_ Website \_\_\_\_\_

Addenda (use this section only if addenda are issued for this bid).  
Confirmation of all the addenda upon which this bid proposal is based:

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

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

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

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

**SECTION A - CATALOG / WEBSITE INSTRUCTIONS**

**Any bidder participating in Section A by submitting a bid on the attached vendor bid item listing must supply with their bid packet, two (2) copies of their current catalogs, or website information below; this information will be used in the analysis of any items bid.**

NOTES:

- For any item(s) not available in the bidder’s catalog, the item(s) bid must be available on the bidder’s website or bidder must supply manufacturer spec sheets; information must contain description, packaging, etc., everything needed to determine equality.
- If access is needed to vendor’s website, bidder must supply all necessary information below.
- *If documentation is not provided with bid, any items that cannot be verified to be equivalent may not be considered in the award process.*
- **Additional Catalogs** must be mailed to the participants upon contract award.

Please check either or both:

Hard copies *included* with bid submission  
Catalog Name(s)/Date(s): \_\_\_\_\_

*\*If submitting bid electronically, hard copy catalogs **must** be received by us on or before the date and time of the bid opening.*

Website: \_\_\_\_\_  
Login or other information needed (if applicable): \_\_\_\_\_

Bidder Name: \_\_\_\_\_

Authorized Rep: \_\_\_\_\_ Title: \_\_\_\_\_

Rep. Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

**SECTION B DISCOUNT**

Section B represents items of unknown type and quantity, which the Participants may purchase during the contract term; Items are not listed in Section A. *Section A participation is not required to participate in section B.*

Process for Section B is outlined in the bid specifications (see pg.15 for complete information).

Bidder Name: \_\_\_\_\_

Authorized Rep: \_\_\_\_\_ Title: \_\_\_\_\_

Rep. Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Please indicate if you wish to Participate in Section B (*Check one*):

\_\_\_\_\_ **Not Participate**  
*No further information is needed for this Section*

\_\_\_\_\_ **Participate; Complete the following information:**

**Minimum Discount Offered** \_\_\_\_\_ %

*Check A, B and/or C indicating what the discount is on:*

**A. Catalog** - If offering a discount from a hard copy catalog submit a current catalog with the bid;

Catalog Name/Date: \_\_\_\_\_

*\*If submitting bid electronically, hard copy catalogs **must** be received by us on or before the date and time of the bid opening.*

**B. Website** - If offering a discount from online catalog, indicate the website address.

Website: \_\_\_\_\_

**C. Price List** - If offering a discount from list pricing, furnish a copy of your current price list on CD-ROM.

Name/Date of List on CD ROM \_\_\_\_\_

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





**BIDDER QUALIFICATION & DISCLOSURE FORM**

**INSTRUCTIONS:** Provide below the names, home addresses, offices held and any ownership interest of all officers of the firm named above. If additional space is necessary, provide on an attached sheet.

| Name | Home Address | Office Held | Ownership Interest |
|------|--------------|-------------|--------------------|
|      |              |             |                    |

**INSTRUCTIONS:** Provide below the names, home addresses, and ownership interest of all individuals not listed above, and any partnership, corporations and any other owner having a 10% or greater interest in the firm named above. If a listed owner is a corporation or partnership, provide below the same information for the holders of 10% or more interest in that corporation or partnership. If additional space is necessary, provide that information on an attached sheet. If there are no owners with 10% or more interest in your firm, enter "None" below. Complete the certification at the bottom of this form. If this form has previously been submitted to the Wayne-Finger Lakes BOCES, Business Office in connection with another bid, indicate changes, if any, where appropriate, and complete the certification below.

| Name | Home Address | Office Held | Ownership Interest |
|------|--------------|-------------|--------------------|
|      |              |             |                    |

**COMPLETE ALL QUESTIONS BELOW:**

1. Within the past five years has another company or corporation had a 10% or greater interest in the firm identified above? (If yes, complete and attach a separate disclosure form reflecting previous ownership interests.)  
 Yes \_\_\_\_ No. \_\_\_\_
  
2. Has any person listed in this form or its attachments ever been arrested, charged, indicted, plead guilty or been convicted of a criminal or disorderly conduct matter by the State of New York, any other political subdivision of the State, or the U.S. Government? (If yes, attach a detailed explanation for each instance.)  
 Yes \_\_\_\_ No. \_\_\_\_
  
3. Has any person or entity listed in this form or its attachments ever been excluded, suspended, debarred or otherwise declared ineligible by any agency or government from bidding or contracting to provide services, labor, material or supplies? (If yes, attach a detailed explanation for each instance.)  
 Yes \_\_\_\_ No \_\_\_\_
  
4. Are there now any criminal matters, suspension or debarment proceedings pending in which the firm and/or its officers and/or managers are involved? (If yes, attach a detailed explanation for each instance.)  
 Yes \_\_\_\_ No \_\_\_\_
  
5. Has any federal, state or local license, permit or other similar authorization, necessary to perform the work applied for herein and held or applied for by any person or entity listed in this form been suspended or revoked, or been the subject of any pending proceedings specifically seeking or litigating the issue of suspension or revocation? (If yes to any part of this question, attach a detailed explanation for each instance.)  
 Yes \_\_\_\_ No \_\_\_\_
  
6. How many years has your organization been in business? \_\_\_\_\_
  
7. How many years has your organization done business under the current business name? \_\_\_\_\_
  
8. List any other or former business names that your organization has operated under.  
 \_\_\_\_\_
  
9. If your organization is a corporation:
  - Date of Incorporation: \_\_\_\_\_
  - State of Incorporation: \_\_\_\_\_
  - President's Name: \_\_\_\_\_

Wayne Finger Lakes BOCES  
 Cooperative Grocery Items  
 WFL 2025-04B

10. Vice-President's Name: \_\_\_\_\_  
 If your organization is a partnership: \_\_\_\_\_  
 Date of Organization: \_\_\_\_\_  
 Type of Partnership (if applicable) \_\_\_\_\_  
 Name(s) of general partner(s): \_\_\_\_\_
11. Has your organization ever failed to timely complete work awarded to it and/or failed to timely deliver equipment by the required delivery date? (If yes, attach a detailed explanation for each instance.)  
 Yes \_\_\_\_ No \_\_\_\_
12. Has your organization ever participated in a meeting with an agency or government, or received written complaints, regarding alleged deficiencies in your organization's performance of a contract awarded through competitive bidding? (If yes, attach a detailed explanation for each instance.)  
 Yes \_\_\_\_ No \_\_\_\_
13. Are there any outstanding or pending judgments, claims, arbitration proceedings or suits against your organization or officers?  
 Yes \_\_\_\_ No \_\_\_\_
14. Has your organization filed any law suits or requested arbitration with regard to contracts in the last five years?  
 Yes \_\_\_\_ No \_\_\_\_
15. During the last five years, has an officer or principal of your organization been an officer or principal with another organization when it failed to perform a contract.  
 Yes \_\_\_\_ No \_\_\_\_

**CERTIFICATION:** I, being duly sworn, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge that the Wayne-Finger Lakes BOCES is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Wayne-Finger Lakes BOCES to notify the Wayne-Finger Lakes BOCES in writing of any changes to the answers or information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement with the Wayne-Finger Lakes BOCES and that the BOCES may declare any contract(s) resulting from this certification void and unenforceable.

I, being duly authorized, certify that the information supplied above, including all attached pages, is complete and correct to the best of my knowledge. I certify that all of the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

(Print or Type)

Date: \_\_\_\_\_ Signature \_\_\_\_\_  
 \_\_\_\_\_ Name \_\_\_\_\_  
 Company Name: \_\_\_\_\_ Title \_\_\_\_\_  
 Address: \_\_\_\_\_

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

**Bid Proposal /Non-Collusion Bid Certification**

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

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

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

**I. General Bid Certification**

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

**II. Non-Collusive Bidding Certification**

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

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

- a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
  - 1) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
  - 2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
  - 3) No attempt has been made or will be made by the bidder to induce any person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
  
- b) A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.
  - 1) The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning sub-paragraph one (a).
  - 2) Any bid hereafter made to any political subdivision of the state or any public department, agency or official hereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of the section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

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

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

**RESOLUTION (For Corporate Bidders Only)**

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

be authorized to sign and submit the bid or proposal of this corporation for the following project  
\_\_\_\_\_  
\_\_\_\_\_  
(Describe Project)

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

\*\*\*\*\*

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

\_\_\_\_\_  
(Corporate Secretary)

(Place Seal of Corporation here)

**(MUST BE RETURNED WITH BID FORM – For Corporate Bidders Only)**

**DECLARATION**

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

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

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

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

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

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

|  |
|--|
| <b>REQUIRED FORMS TO BE SUBMITTED WITH BID</b> |
|--|

This form serves as a checklist for preparation of your Bid submission. Please complete the Returnable Bidding Forms in accordance with the instructions in the forms and return them as part of your Bid submission. No alteration to the format of forms shall be permitted and no substitution shall be accepted.

- Bid Proposal Form, filled out completely (see Instructions to Bidder)**
  
- Section A - Catalog/Website Instructions Form**
  
- Section B - Discount Form**
  
- Questionnaire**
  
- Bidder Qualification & Disclosure Form**
  
- Bid Proposal Certification/Non-Collusion Affidavit signed & dated.**
  
- Resolution (For Corporate Bidders Only)**
  
- Declaration Statement**
  
- Vendor Bid Item Listing**
  
- W-9**
  
- Catalog Hard Copies (if applicable)**

**The above forms are required and must be received by the date and time of the bid opening.** Failure to submit any of the above data may result in the rejection of the bid as non-responsive. Furthermore, Wayne-Finger Lakes BOCES reserves the right to request any additional information deemed necessary for the proper evaluation of this bid.

## GENERAL CONDITIONS & PROCEDURES

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

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

### DEFINITIONS

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

### BIDS

1. The date, time and place of bid opening will be given in the Notice to Bidders.
2. All bids must be submitted on bid offer forms and in accordance with instructions provided by the board.
3. All bids received after the time stated in the Notice to Bidders may not be considered and will be returned unopened to the bidder. The bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of the BOCES. Whether sent by mail or by means of personal delivery, the bidder assumes responsibility for having his bid deposited on time at the place specified.
4. All information required by Notice to Bidders, General Conditions, Specifications, and Bid Offer, in connection with each item against which a bid is submitted, must be given to constitute a regular bid.
5. The non-collusive bidding certification, declaration, and resolution (if applicable) must be included with each bid as required by General Municipal Law, section 103-d.



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

the performance of his contract, such agreement to be executed by the bidder within 15 days after notification to execute such contract. If the specifications so state, the successful bidder also may be required to furnish a performance bond equal to the full amount of the contract to guarantee the faithful performance of such contract. Such performance bond shall be maintained in full force and effect until the contract shall have been fully performed. The surety company furnishing such performance bond shall be authorized to do business in the State of New York and must be satisfactory to the BOCES. The performance bond shall be executed by the successful bidder at the time of the execution of the contract by the successful bidder and the BOCES Board.

### **SAMPLES**

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

### **AWARD**

25. Awards will be made to the lowest responsible bidder, as will best promote the public interest, taking into consideration the reliability of the bidder, the quality of the materials, equipment, or supplies to be furnished, their conformity with the specifications, the purposes for which required, and the terms of delivery.
26. The BOCES reserves the right to seek clarification and revisions of proposal.
27. The BOCES reserves the right to reject all bids. Also, reserved is the right to reject, for cause, any bid in whole or in part; to waive technical defects; qualifications; irregularities; and omissions if in its judgment the best interest of the BOCES will be served. Also, reserved is the right to reject bids and to purchase items on State or county contracts if such items can be obtained on the same terms, conditions, specifications, and at a lower price.
28. The BOCES reserves the right to make awards within forty-five (45) days after the date of the bid opening during which period bids may not be withdrawn unless the bidder distinctly states in his bid that acceptance thereof must be made within a shorter specified time.
29. Where a bidder is requested to submit a bid on individual items and also on a total sum or sums, the right is reserved to award contracts on individual items or on total sums, whichever is in the best interests of the BOCES.
30. If two or more bidders submit identical bids as to price, the decision of the BOCES to award a contract to one of such identical bidders shall be final. (General Municipal Law, sec. 103, sub. 1)

### **CONTRACT**

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

### **INSTALLATION OF EQUIPMENT**

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

**GUARANTEES BY THE SUCCESSFUL BIDDER**

44. The successful bidder guarantees:

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

**DELIVERY**

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

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

**PAYMENTS**

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

**SAVINGS CLAUSE**

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

**FORCE MAJEURE**

- 56. The BOCES may terminate the agreement with the successful Bidder, and the BOCES shall have no further obligations hereunder if any of the following causes (which events and/or circumstances are hereinafter referred to as "Force Majeure") occur, to the extent beyond the BOCES' reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy; Force Majeure shall include the novel coronavirus Covid-19 pandemic which is ongoing as of the date of this Bid.

**COVID-19 HEALTH AND SAFETY REQUIREMENTS**

- 57. The successful bidder shall be responsible for complying with applicable guidelines, protocols, safety practices, and legal requirements issued by the Occupational Safety and Health Administration (OSHA), U.S. Department of Health and Human Services' Center for Disease Control and Prevention (CDC), New York State Department of Health (DOH), and other applicable laws and requirements governing health and safety practices relating to the novel coronavirus Covid-19 pandemic, including but not limited to use of personal protective equipment (PPE), social distancing, and cleaning and sanitizing.

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