



WAYNE-FINGER LAKES
BOARD OF COOPERATIVE EDUCATIONAL SERVICES
131 Drumlin Court
Newark, NY 14513

NOTICE TO BIDDERS

BID PROPOSAL

TERMS AND CONDITIONS

GENERAL CONDITIONS

AND

BID SPECIFICATIONS/FORMS

PRINTING SERVICES
Bid No. WFL 2009-05

BIDS TO BE OPENED:

Tuesday, February 3, 2009

TIME:

3:00 p.m., local time

PLACE:

Wayne-Finger Lakes BOCES
Business Office
131 Drumlin Court
Newark, NY 14513-1863

LEGAL NOTICE TO BIDDERS

The Board of Cooperative Educational Services for the Sole Supervisory District of Ontario, Seneca, Yates, Cayuga and Wayne Counties, hereby invites the submission of sealed bids on:

PRINTING SERVICES WFL 2009-05

Bids will be received until 3:00 p.m., February 3, 2009 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 on-line at www.westernnybidsystem.com by clicking on and registering with the Western New York Purchasing Group. Bid Opportunities, Wayne-Finger Lakes BOCES.

PRINTING SERVICES WFL 2009-05 will be effective upon award thru November 30, 2009

Wayne-Finger Lakes BOCES reserves the right to reject any and all bids, to waive any informalities therein, and hold the bid for sixty-days for proper analysis.

Wayne-Finger Lakes BOCES
131 Drumlin Court
Newark, NY 14513-1863
315-332-7415

By: Lisa Parkison, Director of Purchasing
Date: 1/14/09

WAYNE-FINGER LAKES BOCES
131 Drumlin Court
Newark, NY 14513-1863

**GENERAL INFORMATION
AND
SPECIFICATIONS**

**PRINTING SERVICES
BID NO. WFL 2009-05**

SCOPE

The Wayne-Finger Lakes BOCES and component school districts require **PRINTING SERVICES**. The BOCES and School Districts have agreed to form a Cooperative Bid Group as authorized by General Municipal Law Section 119-o. It is the intent of the Cooperative Bid Group (hereinafter referred to as “Participants”) to contract with one vendor for this type of service. Notwithstanding the details presented in the specifications, it shall be the responsibility of the bidder to verify the completeness of same to meet the intent of the specifications.

The Participants reserve the right to add to, or remove from the contract at any time, using Organizations, Departments, Agencies and School Districts upon notification of the participating vendor.

The Board of Cooperative Educational Services reserves the right to award the bid in a manner most conducive to the Participants. The Board reserves the right to reject any or all bids which in the opinion of the Board is not in the best interest of the Participants.

This contract is to commence on the date of the award of the bid and cover a period of one (1) year, with the option to extend the contract for an additional two (2) years upon mutual agreement of the vendor and the Participants.

SUBMISSION OF BIDS

It is the sole responsibility of the bidder to submit a complete bid without omissions/blank lines and with all required signatures and pages. Failure to comply with these submission instructions shall constitute grounds for rejection of the bid.

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 the BOCES Purchasing Department, if any. Delay in mail delivery is not an exception to the deadline for receipt of bids.

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.

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.

AWARD

The award will be made to the lowest responsive/responsible bidder(s) in part or in whole who meet(s) with all the terms of the specifications and requirements for the printing services. The BOCES and Participants guarantee no minimum or maximum purchases as a result of this bid or the award thereof.

The award will be made within sixty (60) days after the opening of the bid.

QUANTITIES

The quantities indicated for letterhead, second sheet, business cards, business and window envelopes and forms are estimated requirements for the contract term. The totals are estimates **ONLY** and should not be construed to represent the maximum or minimum amounts to be ordered during the contract term. Therefore, the contract is only for quantities actually ordered.

SPECIFICATIONS -- Submittal Required with Bid**

In preparing the accompanying specifications and requirements (see BID form), the selected and acceptable paper types and quality are indicated. The paper types are specified to be matching to provide the Participants with coordinated printed products.

In bidding to provide the required printing services for the items indicated, samples of similar jobs **must** be submitted as part of the vendor's bid submission.

The Participants' decision as to acceptance of the product as equal will be final.

INQUIRIES

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

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.

UNANTICIPATED REQUIREMENTS:

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. 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.

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 BOCES.

OTHER CONTRACTS

The District reserves the right to purchase items covered by this contract from State or County Contracts should doing so result in savings.

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.

PRICES, PACKAGING & DELIVERABLES

Prices are to include proof copy, printing, and delivery to any and all Participants; Delivery is to be to location as specified by each Participant.

NO ADDITIONAL SHIPPING CHARGES AND/OR 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). All shipping charges must be included in the bid prices, additional shipping charges will result in rejection of bid.

BOCES and the Participants will not pay for overruns.

Packaging is to be in boxes by quantity indicated in bid form.

The successful contractor must provide all camera-ready art, including type, graphics along with all digital files and layouts submitted by any of the Participants or generated by the contractor as a part of this project to BOCES at the end of the contract. These files become the property of BOCES and are to be retained by BOCES for this bid.

VENDOR QUALIFICATIONS

The selected vendor must be able to demonstrate the experience, personnel, financial stability and systems requirements necessary to successfully perform this contract. This information is to be available, within three (3) days of request, to the BOCES. Major criteria to be considered in evaluating these factors are:

- 1) Demonstration of printing and art services required to satisfactorily prepare and print the required type and quantity of required items.
- 2) Demonstration of capability to meet the printing and delivery requirements of multiple customers.

GUARANTEE

The successful bidder shall replace any printed material not meeting specifications free of charge within thirty (30) days of notification by the Participant(s). Any such notification to the successful bidder will occur within fifteen (15) days of final delivery of printed material as called for in these specifications.

REFERENCES – Submittal Required with Bid**

When submitting responses with this bid, vendor must also:

- 1) Supply three samples that demonstrate the vendor's ability to successfully produce each product specified that bidder is submitting a response for.
- 2) Submitt reference, complete with: Company/Organization Name, Address/Telephone Number and Contact Person(s).
- 3) For each of the references submitted state what type of projects the vendor has printed for the client and how long the vendor has worked with client.

***Note: Prior to award, Wayne-Finger Lakes BOCES reserves the right to interview vendor representative and tour vendor facilities.**

TERMINATION AT WILL

The BOCES reserves the right to terminate any contract resulting from this bid within (10) calendar days written notice to the vendor. The BOCES agrees to show cause and allow the opportunity to rectify problems. However, if in the sole opinion of the BOCES, the vendor has not resolved or shown a good faith effort to rectify the problem to the satisfaction of the BOCES or its Participant(s) in a timely and workman like manner, said contract shall be terminated and the BOCES shall take whatever actions are allowed by New York State General Municipal Law.

JUDMENTS/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.

PARTICIPANTS

The following school districts, BOCES and County Office have submitted requests for printing services.

Bloomfield Central School, PO Box 98, Oakmount Ave., East Bloomfield, NY 14443
Clyde-Savannah Central School, 215 Glasgow St., Clyde, NY 14433
Gananda Central School, PO Box 609, Macedon, NY 14502
Geneva City School, 649 S. Exchange St., Geneva, NY 14456-3492
Gorham-Middlesex Central School, 4100 Baldwin Rd., Rushville, NY 14544
North Rose-Wolcott Central School, 11669 Salter-Colvin Rd., Wolcott, NY 14590
Palmyra-Macedon Central School, 161 Hyde Pkwy, Palmyra, NY 14522
Phelps-Clifton Springs Central School, 1490 Route 488, Clifton Springs, NY 14432
Waterloo Central School, 109 Washington St., Waterloo NY 13165
Williamson Central School, PO Box 900, 4184 Miller St., Williamson, NY 14589-0900

Wayne-Finger Lakes BOCES Sites:

Wayne-Finger Lakes BOCES, 131 Drumlin Ct., Newark NY 14513
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
Wayne-Finger Lakes BOCES, Alternative High School, 3501 County Rd. 20, Stanley, NY 14561
Wayne-Finger Lakes BOCES, Finger Lakes Education Center, 4120 Baldwin Rd., Rushville, NY 14544
Wayne-Finger Lakes BOCES, Midlakes Education Center, 1554 Route 488, Clifton Springs, NY 14432
Wayne-Finger Lakes BOCES, Red Jacket Education Center, 1506 Route 21, Shortsville, NY, 14548
Wayne-Finger Lakes BOCES, Wayne Education Center, 4400 Ridge Rd., Williamson, NY 14589
Wayne-Finger Lakes BOCES, Newark Education Center, 439 W. Maple Ave, Newark, NY 14513

WAYNE-FINGER LAKES BOCES
131 Drumlin Court
Newark, NY 14513-1863

<u>Printing Services WFL 2009-05</u> BID SPECIFICATIONS
--

I. DESCRIPTION

- A. Paper Stock to be used in providing desired printing services and for a coordinated look:

Royal Bond White or Ivory

Letterhead: Guaranteed Laser Compatible
 24 LB White
 25% Cotton

Second Sheet: Guaranteed Laser Compatible
 24 LB White
 25% Cotton
 Same as used for Letterhead

Watermark Business Envelopes (#10): Royal Bond 24# White or Ivory

Business Cards: 80 LB White or Ivory Smooth Cover

Regular Business Envelopes (#10): 24#

Window Business Envelopes (#10): 24# (security)

Window Business Envelopes (#10): 24# (non-security)

- B. Printing & Design Requirements:

1. Specific requirements will vary by Participant and will be provided at time of order by individual participant most will not be camera ready. Typesetting charge can be accessed if not provided in camera ready format. This charge can only be accessed on the first order, not on reprints. Most districts will have only one style of letterhead and envelopes.
2. One or two color printing, or shading, with laser-compatible inks. Use of the same inks for all items printed.

Please Note: Specs for 2-color print are tight registration PMS – See pdf file for samples provided by participants of letterhead currently in use. This is for reference purposes only for colors, style types and should not be construed to be a complete file of the letterhead that will be submitted for the contractor to print during the term of the contract.

Pdf should contain:

- a. Clyde-Savannah – 2 samples provide
 - b. Gorham-Middlesex (Marcus Whitman)
 - c. North Rose-Wolcott
 - d. Phelps-Clifton Springs
 - e. Waterloo
 - f. Williamson
 - g. Wayne-Finger Lakes BOCES with Black Print (Any Letterhead submitted for BOCES containing blue should be printed using Blue PMS#286).
3. Proof of each print job to be provided to Participant for approval before FINAL PRINTING.

Printing Services WFL 2009-05
BID FORM

PROPOSAL FORM FOR BID to be publicly opened and read on **February 3, 2009 at 3:00 PM** prevailing time at the Business Office, 131 Drumlin Court, Newark, New York 14513. Bids must be submitted to the attention of Lisa Parkison in sealed envelopes bearing the bidder's name, time and date of bid, and plainly marked "Printing Services - WFL 2009-05". No federal, state or local taxes are to be included. Unit prices and all other proposal entries should be **TYPED OR WRITTEN IN BLACK INK.**

The Board reserves the right to reject any or all bids, or to accept any proposal that in the opinion of the Board is in the best interest of the Wayne-Finger Lakes BOCES.

The undersigned proposes to furnish the following, in accordance with the attached specifications, to the Wayne-Finger Lakes BOCES at the price(s) shown. All prices are to be net delivered prices and are to include no taxes.

Total Cost Of Bid Based on Estimated Quantities \$ _____

Respectfully Submitted:

Bidder _____

Address _____

City/State/Zip _____

Federal Tax I.D. # _____

Signature _____

Typed Name _____

Title _____

Date _____, 2009

Telephone (____) _____ Fax (____) _____

Email _____

Addenda (Use this section only if addenda are received for this bid):
 The following is 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.

(MUST BE RETURNED WITH BID FORM)

(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.

1.1.1.1 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-a, sub. 3)
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.

1.1.1.2 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.

1.1.1.3 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 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.
27. The BOCES reserves the right to make awards within sixty (60) 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.
28. 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.
29. 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)

1.1.1.4 CONTRACT

30. 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.

31. 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.
32. 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.
33. A contract may be canceled at the successful bidder's expense upon nonperformance of contract.
34. 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.
35. 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.
36. No items are to be shipped or delivered until receipt of an official purchase order from the BOCES.
37. 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.

1.1.1.5 INSTALLATION OF EQUIPMENT

38. 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.
39. 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.
40. 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.
41. 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.
42. 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.

1.1.1.6 GUARANTEES BY THE SUCCESSFUL BIDDER

43. 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.

2 DELIVERY

- 44. 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.
- 45. 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.
- 46. 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.
- 47. 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.
- 48. 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.
- 49. 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.
- 50. 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.

2.1 PAYMENTS

51. Payment for the used portion of an inferior delivery will be made by the BOCES on an adjusted price basis.
52. Payment will be made only after correct presentation of claim forms or invoices as may be required.
53. 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

54. 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.

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

Adopted by the Board: November 22, 1982

BID PROPOSAL CERTIFICATIONS

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 _____

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)

DECLARATION

The undersigned hereby declares that no member, nor 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: _____

Adopted by the Board: November 22, 1982