

*****NOTICE TO BID VENDORS PLEASE READ THIS PAGE*****

- ❖ ALL RESPONSES MUST BE TYPED OR HAND WRITTEN LEGIBLY IN INK. IF IT CANNOT BE READ, IT WILL NOT BE ENTERED.
- ❖ IF YOU ARE NOT RESPONDING AT THIS TIME, THERE IS NO NEED TO SEND NOTICE – ALL BIDS/RFP'S AND AWARDS ARE POSTED ON-LINE.
- ❖ PLEASE PUT RFP NAME ON THE OUTSIDE ENVELOPE (THIS INCLUDES THE UPS, FEDEX OR DHL ENVELOPE AS WELL. MANY TIMES WE ARE OPENING MORE THAN ONE BID/RFP AT A TIME!)
- ❖ ALL DOCUMENTS MUST BE ORIGINAL. FAXED OR E-MAILED COPIES OF ANY PAGES WILL NOT BE ACCEPTED.
- ❖ The Bidder may submit a Bid for any product which is in all material respects equal to any of the Product specified as a substitute therefore. The decision of the Erie 1 BOCES or a Component School District as to whether a substitute product is “in all material respects equal” shall be final. If a Bid is submitted on a substitute product, the Bidder must in each instance specify the trade designation, the manufacturer’s name and detail specifications of such product, or supply a sample. A Bid received which does not specify the foregoing shall be deemed to be submitted with respect to the Product detailed in the Erie 1 BOCES specifications.

DOCUMENTS TO BE RETURNED:

- ❖ NOTICE TO BIDDERS MUST BE COMPLETE. To supply company name, contact person, address and phone numbers.
- ❖ CORPORATE RESOLUTION – MUST BE COMPLETED AND SIGNED
- ❖ NON-COLLUSIVE BIDDING CERTIFICATION – MUST BE SIGNED
- ❖ IRAN DIVESTMENT ACT CERTIFICATION – MUST BE SIGNED
- ❖ SEXUAL HARASSMENT POLICY & TRAINING CERTIFICATION – SIGNED & NOTARIZED
- ❖ BID VENDOR RESPONSE FORM (MAY BE A SEPARATE DOCUMENT, MAY BE VENDOR SUPPLIED) - BLANK PAGES NOT NEEDED.
- ❖ **ALL VENDORS:** Form W-9 Request for Taxpayer Identification Number and Certification MUST be completed and included in your sealed bid response.
- ❖ REFERENCE SHEET- **NEW VENDORS ONLY**

ALL BID/RFP REQUESTS AND AWARDS ARE POSTED ONLINE AT www.bidnetdirect.com – BIDNET DIRECT. BID/RFP REQUESTS AND AWARD NOTICES WILL NOT BE MAILED. IF YOU HAVE TROUBLE WITH THE WEBSITE, PLEASE CONTACT BIDNET AT 1-800-835-4603.

NOTICE TO BIDDERS

The Erie 1 Board of Cooperative Educational Services (“Erie 1 BOCES”), First Supervisory District, County of Erie, State of New York, hereby invites the submission of sealed proposals for:

Public Address System Drops

Sealed proposals will be received by the Erie 1 BOCES Purchasing Department no later than:

Date: April 30, 2025

Location: Erie 1 BOCES (Bldg. C)

355 Harlem Rd.

Time: 11:00 AM

West Seneca, NY 14224

The completed RFP including all required documentation must be submitted in a **sealed envelope** and labeled “**RFP25-PA DROPS**”. Please forward your proposal to the attention of the Erie 1 BOCES Purchasing Department at the location address listed above. Faxed and/or electronically transmitted proposal submittals cannot be accepted.

COMPANY NAME: _____

CONTACT PERSON: _____

ORDER ADDRESS: _____

TELEPHONE & extension: _____

FAX: _____

E-MAIL _____

ADDITIONAL VENDOR NOTES HERE (i.e. VENDOR BID NUMBER, MINIMUM ORDER, etc.):

APPENDIX 1

CORPORATE RESOLUTION OF

Name of Corporation

RESOLVED, that it is desirable and in the best interest of this Corporation that it determine and submit a bid to contract with Erie 1 BOCES; that

Name and title of individual

Hereby is authorized to perform on behalf of this Corporation any and all such acts as he or she may deem necessary or advisable in order to obtain said Contract, and in connection therewith to execute all requisite papers and documents, including but not limited to applications, reports, surety bonds, irrevocable consents and appointments of attorneys; and the execution by such officers of any such paper or document or the doing by them of any act in connection with the foregoing matters shall conclusively establish their authority therefore from this Corporation and the approval and ratification by this Corporation of the papers and documents so executed and the action so taken.

CERTIFICATE

The undersigned hereby certifies that he/she is the Secretary of _____, a corporation organized and existing under the laws of the State of _____ that the foregoing is a true and correct copy of a Resolution duly adopted at a meeting of the Board of Directors of said corporation held on the _____ day of _____, 20____, at which a meeting quorum was at all times present and acting, and that passage of said Resolution is in full force and effect.

Dated this _____ day of _____, 20____.

Secretary of Corporation

ERIE 1 BOCES
MUST BE SIGNED AT TIME OF BID OPENING

NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, the bidder hereby certifies the following:

- a) this bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor or potential competitor;
- b) this bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids or proposals for this project, to any other bidder, competitor or potential competitor;
- c) no attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
- d) the person signing this bid or proposal certifies that they have fully informed themselves regarding the accuracy of the statements contained in this certification and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing in its behalf.

(Bidder/Vendor)

(Title of person submitting bid)

(Signature of person submitting bid)

(Dated)

**IRAN DIVESTMENT ACT CERTIFICATION
MUST BE SIGNED AT TIME OF BID OPENING**

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act’s effective date, at which time it will be posted on the OGS website.

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 once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Bidder/Contractor is advised that once the list is posted on the OGS website, any Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to the solicitation, must certify at the time the Contract is renewed, extended or assigned that it is not included on the prohibited entities list.

During the term of the Contract, should the New York State Education Department (AGENCY) receive information that a person is in violation of the above-referenced certification, AGENCY will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then AGENCY shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

AGENCY reserves the right to reject any bid or request for assignment for an entity that appears on the prohibited entities list prior to the award 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.

Signature:_____

Print Name:_____

Title:_____

Company Name:_____

Date:_____

SEXUAL HARASSMENT WRITTEN POLICY & TRAINING CERTIFICATION

THIS FORM MUST BE SIGNED AND NOTARIZED

I, _____, being duly sworn, deposes and says that I am
(Name of Individual Signing this Certification)

the _____ of the _____
(Title/Position of Signer) (Company Name)

and that 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 201-g of the New York State Labor Law.

Signature

Sworn to before me this
_____ day of _____, 20____

Notary Public

ACKNOWLEDGEMENT

By submission of this bid proposal, the bidder further certifies that:

- a) No member of the Board of Cooperative Educational Services, nor any officer or employee or person whose salary is payable in whole or in part from the treasuries of said Board of Education is directly or indirectly interested in this bid or in the supplies, materials, equipment, work or services to which it relates, or in any portion of the profits thereof.
- b) No officer or employee of the Agency, New York State Department of Education or any other governmental agency shall hold or receive any share or interest in this contract or derive any personal benefit arising there from.
- c) Said Bidder has carefully examined the Instructions to Bidders, Schedules, Special Conditions, and Specifications prepared under the direction of the Board of Education, and will, if successful in this bid, furnish and deliver at the prices bid and within the time stated, all the materials, supplies, apparatus, goods, wares, merchandise, services or labor which this bid is made.
- d) Bid awards are subject to the GENERAL CONDITIONS included herewith in this Bid.
- e) Contractor/Proposer hereby represents that said Contractor/Proposer is in compliance with New York State General Municipal Law Section 103-g entitled "*Iranian Energy Sector Divestment*".
- f) Unsigned bids or documents will be subject to rejection.

INSTRUCTIONS

1. The *Non-Collusive Bidding Certification* located on page 4 of this document must be signed and included with your bid submittal.
2. RESPONSE FORM: There is a Response Form included that you must use. You may also use your own form to submit additional information for your proposal. Please be sure to include all requested information listed in the specifications.
3. Please review the Specifications sheet for details on this RFP. Although maps are provided in separate documents, it should be noted that they are for illustrative purposes ONLY and it is STRONGLY RECOMMENDED that vendors make arrangements for a site visit prior to submitting their response.
4. AWARDED PRICING: RFP will be awarded based on the price for all site locations and the meeting of all specifications.
5. Vendors must disclose any family or any other personal relationships with district administrators or board members.
6. All orders are subject to budget approval.
7. Award notices will be posted on-line at www.bidnetdirect.com Award Notices will not be mailed.

PREVAILING WAGE RATE REQUIREMENT

This project has been submitted to the New York State Department of Labor and has been assigned the following **PRC #2025003822** as this project falls under Article 8 of the NYS DOL Prevailing Wage. Wage Schedules are attached as separate documents. **The 7th page of each wage schedule file must be returned with your bid submission.** BOCES will complete the contract amount and effective dates.

It is the responsibility of the contractor to pay the New York State Department of Labor prevailing wage to all employees involved in this contract as indicated in the DOL Prevailing Wage Schedule.

Contractors are required to post the schedule on the jobsite and provide copies of the schedule to all their contractors.

The contractor agrees to verify all rates with the New York State Department of Labor prior to submitting a proposal and prior to doing any work for Erie 1 BOCES. Also, the contractor agrees to establish which of those workers involved in any part of a contract for Erie 1 BOCES are required by law to receive said rates.

Erie 1 BOCES is required by the New York State Department of Labor to collect transcripts of the original payrolls subscribed and affirmed as true by the contractor for all prevailing rate projects.

Payments to the contractor CANNOT BE MADE until those certified payrolls are included with the contractor's invoices.

IMPORTANT NOTICE FOR CONTRACTORS & CONTRACTING AGENCIES **Social Security Numbers on Certified Payrolls**

The Department of Labor is cognizant of the concerns of the potential for misuse or inadvertent disclosure of social security numbers. Identity theft is a growing problem and we are sympathetic to contractors' concerns with regard to inclusion of this information on payrolls if another identifier will suffice.

For these reasons, the substitution of the use of the last four digits of the social security number on certified payrolls submitted to contracting agencies on public work projects is now acceptable to the Department of Labor.

This change does not affect the Department's ability to request and receive the entire social security number from employers during the course of its public work / prevailing wage investigations.

Contractors currently on the New York State Department of Labor Debarred list will not be considered for any award of this contract. By submitting a bid for consideration, the vendor is indicating to Erie 1 BOCES that they are currently in good standing with the New York State Department of Labor at the time of the bid.

AWARD NOTICES WILL BE POSTED ONLINE

<https://www.bidnetdirect.com/new-york>

FOLLOWING APPROVAL OF THE BOARD OF EDUCATION.

Specifications for PA System Drops

Erie 1 BOCES is interested in receiving bids for PA System Drops at the following locations:

Harkness Career & Technical Center

99 Aero Drive

Cheektowaga, New York 14225

Site Visit Contact: Joeseeph Roetzer – Head Custodian (716) 472-0755

Technical Assistance- Ken Koch (716) 821-7231

There will be a total of 125 drops at Harkness Career & Technical Center.

- **Please Note** this count does not include Access Points or cabling associated with the wireless environment.
- The vendor shall include in their price the **installation only** of all equipment shown on the drawing and listed on the order summary page. The owner is supplying the equipment only, not the cable.

Before submitting bids, it is recommended that vendors contact the Head Custodian at each location and arrange a site visit.

The specifications for each center are listed below:

- Work Hours: during School Monday-Friday 2:30 PM- 11:00 PM, during summer 6AM- 4PM
- Removal of old cabling will be done by District.
- Drops - installation should be in accordance with all industry standards. A printed certification report is required for all drops. Where pre-installed conduit is available, it must be used. When possible, the wire should be installed INSIDE the wall.
- Cable Runs are from the wire closets (IDF or MDF) to the noted areas on drawings. Pathways consist of drop ceilings, except the shop areas which have open ceilings. Wiring/Data closets are noted on drawings, all cables are to be routed to closest closet
- Terminations should be Female wall jack coiled in ceiling at each location. – 10-foot service loop/run.
- All cable and cabling components including jacks and patch panels used in this proposal will be appropriately rated for Category 6A. Current cables and patch panels may be used for this project ONLY if they are Cat 6a rated cables. Most current cables are NOT Cat 6a. Existing wall plates may be re-used, but the connectors must be replaced with new CAT6a-rated jacks.
- Bid must include cabling and all necessary components (CAT 6A +: patch cables, patch panels, jacks and mounts, crimp ends, racks, etc.)
- All Cable runs must be certified.
- Bid must include cost of labor and installation.
- Any cables run by the vendor will be terminated into a patch panel and labeled indicating the wall jack to which it attaches.
- Patch cables from the patch panel to the switch will be BLUE, Cat 6a cables and will be provided by the vendor, 3' or 5' as required by application.
- Drop Ceilings - Cable can be bundled without any conduit but it must be off the ceiling using hooks.
- Open Ceilings - The cable may run out-of-sight along the beams if needed.
- Walls - If a cable is run along an open wall, it must be in Panduit or similar enclosure.
- The vendor is to clearly number and label all data ports, and the corresponding number in the patch panel.

Vendor Response Form

Please provide cost:

Harkness Career & Technical Center _____

Submitted by (Vendor) _____

Authorized Signer _____

TO BE COMPLETED BY ALL VENDORS:

Form W-9 (Rev. December 2014) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give Form to the requester. Do not send to the IRS.																																													
Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.																																														
	2 Business name/disregarded entity name, if different from above																																														
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C-C corporation, S-S corporation, P-partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____																																														
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>																																														
	5 Address (number, street, and apt. or suite no.)	Requestor's name and address (optional)																																													
	6 City, state, and ZIP code																																														
	7 List account number(s) here (optional)																																														
Part I Taxpayer Identification Number (TIN)																																															
<p>Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.</p> <p>Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.</p>																																															
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<p>Under penalties of perjury, I certify that:</p> <ol style="list-style-type: none">The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); andI am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; andI am a U.S. citizen or other U.S. person (defined below); andThe FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. <p>Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.</p>																																															
Sign Here	Signature of U.S. person ▶	Date ▶																																													
General Instructions																																															
<p>Section references are to the Internal Revenue Code unless otherwise noted.</p> <p>Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.</p> <p>Purpose of Form</p> <p>An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:</p> <ul style="list-style-type: none">Form 1099-INT (interest earned or paid)Form 1099-DIV (dividends, including those from stocks or mutual funds)Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)Form 1099-S (proceeds from real estate transactions)Form 1099-K (merchant card and third party network transactions) <ul style="list-style-type: none">Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)Form 1099-C (canceled debt)Form 1099-A (acquisition or abandonment of secured property) <p>Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.</p> <p>If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See <i>What is backup withholding?</i> on page 2.</p> <p>By signing the filled-out form, you:</p> <ol style="list-style-type: none">Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).Certify that you are not subject to backup withholding, orClaim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, andCertify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See <i>What is FATCA reporting?</i> on page 2 for further information.																																															

TO BE COMPLETED BY VENDORS NEW TO ERIE 1 BOCES

Erie 1 BOCES			
Reference Page			
Please list at least three (3) references for which you have provided the same or similar products or services.			
Company/School Name	Contact Name	Address/e-mail address	Phone Number

ERIE 1 BOARD OF COOPERATIVE EDUCATIONAL SERVICES
EDUCATIONAL CAMPUS
355 HARLEM ROAD
WEST SENECA, NY 14224
Erie 1 BOCES is an equal opportunity employer

GENERAL CONDITIONS

All invitations to bid issued by Erie 1 BOCES will bind bidders and awarded 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 Erie 1 BOCES. NO EXCEPTIONS

DEFINITIONS

“Erie 1 BOCES”	the legal designation of Erie 1 Board of Cooperative Educational Services.
“Board”	the Board of Education of Erie 1 BOCES
“Notice to Bidders”	a formal statement which, when issued by Erie 1 BOCES, constitutes a solicitation for bids on the services described by the Specifications.
“Bid”	an offer to furnish service, which may/may not include materials, supplies, and/or equipment in accordance with the Notice to Bidders, the General Conditions, and the specifications.
“Bid Offer”	the form on which the bidder submits his/her 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 Offer of the Awarded Bidder, Notice to Bidders, Request for Bids, Request for Proposals, General Information, General Conditions, Detailed Instructions, Specifications, and Notice Of Award; also a formal document signed by the Awarded Bidder and the Erie 1 BOCES representative.
“Contractor”	any Vendor to whom a Contract is made by the Board of Education.
“Awarded Bidder”	any bidder to whom an award is made by Erie 1 BOCES.
“Awarded Vendor”	any Vendor to whom an Award is made by Erie 1 BOCES.
“Specification”	description of public work, service, materials, supplies, and/or equipment and the conditions for its purchase.

BIDS

1. The date and time of bid opening will be indicated in the NOTICE TO BIDDERS document.
2. All bids must be submitted on bid offer forms and in accordance with instructions provided by the Board.
3. Any changes in bid pricing or specifications will not be accepted after the bid opening. If any changes to a submitted bid are requested, then it is the bidder's sole responsibility to request in writing to Erie 1 BOCES that the aforementioned bid be withdrawn and returned to said bidder at bidder's expense. This must be done within a reasonable time PRIOR to the bid opening so as to minimize any disruptions. As such, it shall also be the responsibility of the bidder to resubmit a revised bid if so chosen. However, this revised bid must be received in a sealed envelope by the bid opening date as instructed in the Notice to Bidders.
4. All bids received after the time stated in the Notice to Bidders may not be considered and will be returned to the bidder. The bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of Erie 1 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.
5. All information required by Notice to Bidders, Specifications, and Bid Offer, in connection with each item against which a bid is submitted must be given to constitute a regular bid.
6. The Non-Collusive Bidding Certification must be included with each bid proposal as required by General Municipal Law, section 103-d.
7. The submission of a bid will be construed that the bidder is fully informed as to the extent and character of the supplies, materials, equipment, or service required and a representation that the bidder can furnish the supplies, materials, equipment, or service in compliance with the specifications.
8. 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.
9. Prices and information required, except signature of bidder, 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.
10. The quantities for each Proposal are indefinite, but estimates given in the Specifications reflect anticipated requirements. The Contract, however, shall be for the quantities actually ordered during the contract period. The Contractor must furnish all the quantities actually ordered.
11. Sales to Erie 1 BOCES are not affected by any fair trade agreements. (General Business Law, Ch.39, Sec 369-a, Sub. 3, L. 1941)
12. No charge will be allowed for federal, state, or municipal sales and excise taxes since Erie 1 BOCES is exempt from such taxes. The price bid shall be net and shall not include the amount of any such tax. Exemption certificates, if required, will be furnished on forms provided by the bidder. Payment of any tax not covered under said exemption must be mutually agreed upon by both parties.

13. In all specifications, the words “OR EQUAL” are understood after each article giving manufacturer’s name, catalog reference, or on any patented article. The decision of Erie 1 BOCES as to whether an alternate or substitution is in fact “equal” shall be final.
14. 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 specification of such item. Otherwise, bid will be construed as submitted on the identical item as specified.
15. Bids must be on new (not used or remanufactured) material, supplies, and equipment, of latest model, and in current production, unless otherwise specified.
16. All manufactured stock electrical items must bear the label of the Underwriters’ Laboratories, Inc.
17. When proposals are requested on a lump sum basis, the Vendor must complete each item in the lump sum group. A Vendor desiring to submit a “no charge” on an item in a group must so indicate; otherwise the entire Proposal for the group may be rejected. Where a bidder is requested to submit a bid on individual items and on a total sum or sums, the right is reserved to award bids on individual items or on total sums or on a combination of both when in the public interest.
18. All prices quoted must be in the unit of measure (UOM) specified; e.g., do not quote “per each” when “per case” is requested; otherwise, bid may be rejected.
19. Bidder must insert the price per UOM 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.
20. Prices shall be net including transportation and delivery charges fully prepaid by the awarded bidder to destination indicated in the proposal. If award is made on any other basis, transportation charges must be prepaid by the awarded bidder and added to the invoice as a separate item. In any case, title shall not pass until items have been delivered and accepted.
21. Under penalty of perjury, the bidder certifies that:
 - a. The bid has been arrived at by the bidder independently and has been submitted without collusion with any other vendor of materials, supplies, or equipment of the type described in the invitation for bids, and
 - b. The contents of the bid have not been communicated by the bidder, nor, to its best knowledge and belief, by any of its employees or agents, to any person not an employee or agent of the bidder or its surety on any bond furnished herewith prior to the official opening of the bid.
22. All bids must be sealed. They may be submitted either in plain, opaque, envelopes, or in those furnished by Erie 1 BOCES.
 - a. Bid envelopes must be clearly marked “Bid”. The date/time of the bid opening as indicated on the Notice to Bidders must also appear on envelope.
 - b. Bids must not be attached to or enclosed in packages containing bid samples.
 - c. Email, fax, or telephoned quotations or amendments will not be accepted at any time.

23. 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 Erie 1 BOCES, not later than five (5) days prior to the date fixed for the opening of bids.
24. Notice of any and all such interpretations and any supplemental instructions will be sent to all bidders of record by Erie 1 BOCES in the form of addenda to the specifications. All addenda so issued shall become a part of the contract documents.
25. If the supplies, materials, or equipment are to be delivered over an extended period of time, or if the specifications so state, then the awarded 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.
 - a. If the specifications so state, the awarded 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.
 - b. 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 attorney for Erie 1 BOCES.
 - c. The performance bond shall be executed by the awarded bidder at the time of the execution of the contract by the awarded bidder and the Board.

BID AWARDS

26. Bid awards will be made to the lowest responsible and responsive bidder or on the basis of Best Value as defined by Erie 1 BOCES that 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. There is no minimum or maximum purchase from this bid.
27. Erie 1 BOCES reserves the right to reject all bids. Also reserved is the right to reject, for cause, any bid in whole or in part; to waive technical defects; qualifications; irregularities; and omissions if in its judgment the best interests of Erie 1 BOCES will be served. Also reserved is the right to reject bids and to purchase items on State contract if such items can be obtained on the same terms, conditions, specifications, and at a lower price.
28. Erie 1 BOCES reserves the right to reject any and all bid proposals not deemed in the Public's best interest. Erie 1 BOCES also reserves the right to reject as informal such bid proposals, as in Erie 1 BOCES opinion, are incomplete, conditional, obscure, or which contain irregularities of any kind including unbalanced bid proposals. By an unbalanced bid proposal, it is meant one in which the amount submitted for one or more separate items is substantially out of line with current market prices for the services, materials and/or work covered thereby.
29. If two or more Vendors submit identical bid proposals as to price, the decision of the Board to award a Contract to one of such identical Vendors shall be final (General Municipal Law, sec. 103, sub. 1).

30. Erie 1 BOCES reserves the right to make awards up to six (6) months 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.
31. Erie 1 BOCES reserves the option to award bids on a line-by-line basis (individual items), or on defined sub-groups (or a combination of both), or on a grand total sum.
32. Vendors should ensure accuracy in figures **prior to** submission. If a Vendor discovers a mistake in an item in their bid proposal award and wants that item award rescinded after it has been Awarded, Erie 1 BOCES reserves the right to rescind the entire award and the Vendor's participation in future Erie 1 BOCES bids may be rescinded.
33. Erie 1 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 any said political subdivision choosing to utilize the contract will be wholly responsible for any debts incurred by them as participants of the contract. It is also understood that the extension of such contracts are at the discretion of the vendor and the vendor is only bound to any contract between Erie 1 BOCES and the vendor.

CONTRACT

34. Each bid will be received with the understanding that the acceptance thereof in writing by Erie 1 BOCES, approved by the Board, to furnish any or all of the items described therein shall constitute a contract between the awarded bidder and Erie 1 BOCES. Contract shall bind the awarded bidder on his part to furnish and deliver at the awarded prices and in accordance with the conditions of his bid. Awarded bid prices shall be firm for the contracted period.
35. The placing in the mail of a notice of award or purchase order to the successful bidder, to the address given in his bid, will be considered sufficient notice of acceptance of contract.
36. Any and all Awards resulting from this bid proposal shall be final and shall be for the complete term of the Contract. No rescinding of Awards will be made because of Vendor error or inability to supply a service.
37. The Awarded Vendor is responsible for reviewing the Notice of Award or Purchase Order for errors. Any clerical errors in the Award must be forwarded, in writing, to the Office of the Assistant Superintendent for Business within five (5) working days of the Notification of Award. No corrections will be made beyond that date. If clerical errors are discovered too late to be corrected, a "no award" will be issued on those affected services. The services may be re-bid at a later date.
38. If the awarded bidder fails to deliver within the time specified or within reasonable time as interpreted by Erie 1 BOCES, or fails to make replacement of rejected articles, when so requested, immediately or as directed by Erie 1 BOCES, Erie 1 BOCES may purchase from other sources at awarded bidder's expense to replace the item rejected or not delivered.
39. Erie 1 BOCES reserves the right to authorize immediate purchase from other sources against rejections on any contract when necessary. On all such purchases, the awarded bidder agrees to reimburse Erie 1 BOCES promptly for excess costs occasioned by such purchases. Should the cost be

less, the awarded bidder shall have no claim to the difference. Such purchases will be deducted from contract quantity.

40. A contract may be canceled by Erie 1 BOCES at the awarded bidder's expense upon non-performance of contract.
41. If the awarded bidder fails to deliver as ordered, Erie 1 BOCES reserves the right to cancel the contract and purchase the balance from other sources at the awarded bidder's expense.
42. Cancellation of contract for any reason may result in removal of the awarded bidder's name for future proposals for an indeterminate period.
43. When materials, equipment, or supplies are rejected, they must be removed by the awarded bidder from the premises of Erie 1 BOCES within five (5) days of notification. Rejected items left longer than five (5) days will be regarded as abandoned, and Erie 1 BOCES shall have the right to dispose of them as its own property.
44. No items are to be shipped or delivered until receipt of an official order from Erie 1 BOCES.
45. It is mutually understood and agreed that the awarded 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 Erie 1 BOCES.
46. Contractor hereby acknowledges receipt, at the time of execution of this contract, of an exact copy hereof completely filled in.

GUARANTEES BY THE AWARDED BIDDER

47. The awarded bidder guarantees:
 - a. Their 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 awarded bidders.
 - c. To maintain adequate insurance coverage to protect Erie 1 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 or furniture offered is standard, new, latest model of regular stock product or as required by the specifications, with parts regularly used for the type of equipment or furniture offered; also that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.
 - f. 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 awarded bidder agrees to replace the unit or the part affected without cost to Erie 1 BOCES.

- g. Any merchandise provided under the contract which is or becomes defective during the guarantee period shall be replaced by the awarded bidder free of charge with the specific understanding that all replacements shall carry the same guarantee as the original equipment (one year from the date of acceptance of the replacement). The bidder shall make any such replacement immediately upon receiving notice from Erie 1 BOCES.

SAMPLES

- 48. 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.
- 49. Erie 1 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, Erie 1 BOCES may reject the bid; or, if award has been made, cancel the contract at the expense of the awarded bidder.
- 50. Samples, when required, must be submitted in accordance with instructions otherwise, bid may not be considered. If samples are requested after bid opening, they shall be delivered within ten (10) days of the request, or as directed, for bid to have consideration.
- 51. 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.
- 52. Erie 1 BOCES will not be responsible for any samples destroyed or mutilated by examination or testing. The bidder at his expense shall remove sample. Samples not removed within fifteen (15) days after written notice to the bidder will be regarded as abandoned and Erie 1 BOCES shall have the right to dispose of them as its own property.
- 53. 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 Erie 1 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.

DELIVERY

- 54. Delivery must be made as ordered and in accordance with the proposal and specification. If delivery instructions do not appear on order, it will be interpreted to mean prompt delivery (not to exceed 30 days for equipment or machinery).
 - a. The decision of Erie 1 BOCES as to reasonable compliance with delivery terms shall be final.
 - b. Burden of proof of delay in receipt of order shall rest with the awarded bidder.
 - c. Failure to deliver because of delayed payments or for any other reason, except that described in Paragraph 52 will be cause for open market purchase at the expense of the awarded bidder.
- 55. Erie 1 BOCES will not schedule any deliveries for Saturdays, Sundays, or legal holidays, except commodities required for daily consumption or where the delivery is an emergency, a replacement, or is overdue, in which event the convenience of Erie 1 BOCES shall govern.

56. Items shall be securely and properly packed for shipment, storage, and stocking in new shipping containers and according to accepted commercial practice, without extra charge for packing cases, baling, or sacks.
57. The awarded 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 Erie 1 BOCES' Center will note for the benefit of awarded bidder when packages are not received in good condition.
58. Unless otherwise stated in the specifications, all items must be delivered and placed at a point within the building as directed by the shipping instructions or the agent for Erie 1 BOCES. The awarded bidder will be required to furnish proof of delivery in every instance.
59. Unloading and placing of the equipment and furniture is the responsibility of the awarded bidder, and Erie 1 BOCES accepts no responsibility for unloading and placing of equipment.
 - a. Any costs incurred due to the failure of the awarded bidder to comply with this requirement will be charged to him. No help for unloading will be provided by Erie 1 BOCES, and suppliers should notify their truckers accordingly.
60. All deliveries shall be accompanied by delivery tickets or packing slips. Ticket shall contain the following information for each item delivered:
 - a. Contract Number and /or Purchase Order Number
 - b. Name of Article and Item Number
 - c. Quantity
 - d. Name of the awarded bidder
61. Carton shall be labeled with purchase order or contract number, awarded 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.
62. Payment for the used portion of an inferior delivery may be made by the ordering center on an adjusted price basis.
63. Payment will be made only after correct presentation claim forms are obtained from the ordering center.
64. Payments of any claim shall not preclude the ordering center from making claim for adjustment on any item found not to have been in accordance with general conditions and specifications.

INSTALLATION OF EQUIPMENT

65. The awarded 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 awarded bidder unless otherwise specified.

66. Equipment, supplies, and materials shall be stored at the site only on the approval of Erie 1 BOCES and at the awarded bidder's risk. In general, such on-site storage should be avoided to prevent possible damage or loss of the material.
67. Work shall be progressed so as to cause the least inconvenience to Erie 1 BOCES and with proper consideration for the rights of other awarded bidders or workmen. The awarded bidder shall keep in touch with the entire operation and install his work promptly.
68. 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.
69. Equipment for trade-in shall be dismantled by the awarded bidder and removed at his expense. The condition of the trade-in equipment at the time it is turned over to the awarded 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.

INVOICES

70. Vendor must include the applicable purchase order number and bid item numbers on all invoices. Failure to do so may delay payment.

CONTRACTUAL INDEMNIFICATION AND CONTRIBUTION

71. The Contractor hereby agrees, to the fullest extent permitted by law, to assume the entire responsibility and liability for and defense of and to pay and indemnify the ERIE 1 BOCES, its Board of Education, and its employees, agents and assigns, (hereinafter referred to collectively as the "ERIE 1 BOCES"), against any loss, cost, expense, liability or damage and will hold the ERIE 1 BOCES harmless from and pay any loss, cost, expense, liability or damage (including, without limitation, judgments, attorney's fees, court costs and the cost of appellate proceedings,) which the ERIE 1 BOCES incurs because of injury to or death of any person or on account of damage to property, including loss of use thereof, or any other claim arising out of, in connection with, or as a consequence of the performance of the work or services required of the Contractor under this Agreement and/or any acts or omission of the Contractor or any of its officers, directors, employees, agents, subcontractors or anyone directly or indirectly employed by the Contractor for whom it may be liable as it relates to the scope of this Agreement.
 - a. The Contractor's duty to indemnify shall also require the Contractor to pay and reimburse the ERIE 1 BOCES for all court costs, cost of appellate proceedings, disbursements and attorneys' fees that the ERIE 1 BOCES may incur in the enforcement or prosecution of its indemnity rights against the Contractor.
 - b. Whenever the ERIE 1 BOCES is prohibited from obtaining contractual indemnification under this Agreement by reason of the General Obligations Law of New York, the Contractor further agrees that it will contribute to the payment and satisfaction of all judgments entered against the ERIE 1 BOCES, in proportion to the Contractor's relative culpability.
 - c. The rights and duties created by this provision shall be in addition to and not in limitation upon any common-law, statutory and other contractual rights that the ERIE 1 BOCES has

against the Contractor, and shall continue in full force and effect notwithstanding the expiration or termination of the term of this Agreement.

SAFETY DELEGATION CLAUSE

72. As between Contractor and Erie 1 BOCES (Owner), the Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs (including the provision of safety equipment and devices) in connection with the performance of the Work and services required under this Agreement.
73. Contractor shall comply with all applicable laws, ordinances, rules, regulations (including but not limited to 12 NYCRR 23, and federal OSHA regulations), as well as all lawful orders of public authorities related to safety of persons or property.

MERGER, WRITTEN MODIFICATION AND NON-WAIVER CLAUSE

74. This Agreement represents the entire and integrated agreement between the Erie 1 BOCES and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral.
- a. This Agreement may be amended only by written instrument. All amendments and modifications of this Agreement must be in writing, signed by both parties.
 - b. The Erie 1 BOCES shall not be deemed to have waived any term or requirement of this Agreement unless the waiver is expressly memorialized in a writing signed by both parties.

SAVING CLAUSE

75. The awarded 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 awarded bidder and which by the exercise of reasonable diligence he is unable to prevent.

EXECUTORY CLAUSE

76. The contract shall be deemed executory only to the extent of funds appropriated and available for the purpose of the agreement, and no liability shall be incurred beyond the amount of such funds. The contract is not a general obligation of Customer or its component school districts. Neither the full faith and credit nor the taxing power of Customer or its component school districts is pledged to the payment of any amount due or to become due under the contract. It is understood that neither the contract nor any representation by any public employee or officer creates any legal or moral obligation to appropriate or make monies available for the purpose of such contract. In the event no funds or insufficient funds are appropriated and budgeted by the Customer or by its component school districts in any fiscal period for payments due under the contract, the Customer will immediately notify ("VENDOR") of such occurrence. The contract shall terminate as to the Customer upon its failure to appropriate monies for the service provided pursuant to contract on the last day of the fiscal period for which appropriations were received, without further liability therefore.
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