



WAYNE - FINGER LAKES

Board of Cooperative Educational Services

NOTICE TO BIDDERS

INSTRUCTIONS TO BIDDERS

TERMS AND CONDITIONS

GENERAL CONDITIONS

BID SPECIFICATIONS

AND

BID PROPOSAL/FORMS

Cooperative Fresh Fruits & Vegetables Bid No. WFL 2027-01

BIDS TO BE OPENED:	September 12, 2026
TIME:	3:00 p.m., local time
PLACE:	Wayne-Finger Lakes BOCES Business Office 131 Drumlin Court Newark, NY 14513-1863

Order of Precedence:

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

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

LEGAL NOTICE TO BIDDERS

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

**Cooperative Fresh Fruits & Vegetables
WFL 2027-01**

Bids will be received until 3:00 p.m., July 16, 2026, by the Wayne-Finger Lakes BOCES Business Office, at which time and place they will be publicly opened and read.

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

www.bidnetdirect.com or <https://wflboces.ionwave.net>

FRESH FRUITS & VEGETABLES WFL 2027-01 will be effective from
September 1, 2026 – August 31, 2027

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

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

By: Linda McClean, CPPB
Purchasing Director
Date: 6/16/2026

CONFIRMATION RECEIPT FORM

Bid Title: Cooperative Fresh Fruits & Vegetables WFL 2027-01

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

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

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

We have received your bid for ***Cooperative Fresh Fruit & Vegetable WFL 2027-01:***

() We hope to be able to offer a bid. Please send us copies of any addenda that are issued.

() We regret that we will not be able to offer a bid at this time. You need not send us copies of any addenda.

Bidder _____

Address _____

City/State/Zip _____

Signature _____

Typed Name _____

Title _____ Date: _____

Telephone (____) _____ Fax (____) _____

Email _____

COOPERATIVE FRESH FRUITS & VEGETABLES PRODUCTS WFL 2027-01

IMPORTANT NOTICE – Bid Distribution:

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

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

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

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

Bid Submission

Bids can be submitted by:

- a. Preferred method: Electronically through the use of IonWave technologies website.

or

- b. Sealed, hard copy mailed to the exact location indicated on the Legal Notice to Bidders

Do not do both and please plan accordingly.

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

INSTRUCTIONS TO BIDDERS

1. Read all documents contained in the bid specifications.
2. Vendors are responsible for submitting their bids to the exact location indicated on the "Notice to Bidders" prior to the time indicated in the "Notice to Bidders". No bids will be accepted after the designated time indicated in the "Notice to Bidders. **NOTE: This** includes any changes listed on the latest addendum issued by Wayne-Finger Lakes BOCES, if any. **It is suggested that registered mail be used to submit bids. Delay in mail delivery is not an exception to the deadline for receipt of bids.**
3. For electronic submissions received through the BOCES-approved electronic bid submission platform, secure electronic signatures are acceptable and are deemed original signatures for all purposes of this bid, including statutory certifications. For paper submissions, original wet-ink signatures are required. Photocopied, scanned, stamped, faxed, or computer-generated signatures are not acceptable on physical bid forms.
4. Bids which are incomplete, unbalanced, conditional, obscure, or which contain additions not called for, alterations or irregularities of any kind, may be rejected as non-responsive at the sole option of the BOCES. Bidders are cautioned that they, not BOCES, are responsible for the acceptability of the bid.

5. Bidders are responsible for reporting, in writing, any errors found in the bid specifications to the BOCES Purchasing Director, 131 Drumlin Court, Newark, New York 14513 or email: wflpurchasing@wflboces.org.
6. Questions about or clarifications to the technical specifications must be made in writing to the Purchasing Director prior to the bid opening. Such questions must be in the possession of the Purchasing Director five working days prior to the bid opening unless otherwise indicated. Verbal questions may not be entertained.
7. 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.

8. Bid form responses:

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

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

9. The following documents and information are required to be submitted with a bid at the time of bid opening:

- **Bid Proposal Form, filled out completely (see Instructions to Bidder)**
- **USDA Required Certification Statement**
- **Questionnaire**
- **Bidder Qualification & Disclosure Form**
- **Bid Proposal Certification/Non-Collusion Affidavit signed & dated.**
- **Resolution (For Corporate Bidders Only)**
- **Declaration Statement**

- **Vendor Bid Item Listing**
- **W-9**
- **A copy of bidder's New York State Department of Agricultural & Markets certificate as a Farm Products Dealer License**
- **A copy of bidder's Good Agricultural Practices (GAP) certification**

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

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GENERAL INFORMATION

1. SCOPE:

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

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

2. AMENDMENTS TO BID:

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

3. DESCRIPTION OF BOCES:

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

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

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

4. OBLIGATION OF BIDDERS:

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

5. RESPONSIBILITIES:

Contractor Responsibility - 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

BOCES' Responsibility - Although this bid was issued, evaluated, and awarded by the Wayne-Finger Lakes BOCES at the request of itself and participants, BOCES' liability under contract is limited to coordination and BOCES issued purchase orders only.

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

6. CONTRACT TERM:

The contract resulting from this bid invitation shall remain in effect from September 1, 2026, through August 31, 2027. The contract may be extended for two (2) twelve-month terms or less upon mutual agreement of the contracting parties.

7. SHORT TERM EXTENSION:

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

8. QUANTITIES:

The annual usage quantities specified are estimates of total requirements for the **academic year**, which may include the summer session where applicable. The totals are estimates ONLY and should not be construed to represent either maximum or minimum amounts to be purchased during the contract term. Therefore, the contract is only for quantities actually ordered.

9. OTHER CONTRACTS:

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

10. UNANTICIPATED REQUIREMENTS:

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

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

11. BIDDER QUALIFICATIONS:

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

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

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

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

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

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

12. IRAN DIVESTMENT ACT:

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

12.2 During the term of the Contract, should BOCES receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, BOCES will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then BOCES shall take such action as may be appropriate and provided

for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the Contractor in default.

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

13. BUY AMERICAN PROVISION:

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

13.2 LIMITED EXCEPTIONS TO THE BUY AMERICA PROVISION:

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

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

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

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

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

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

15. BID FORMAT:

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

16. REGULATIONS:

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

17. SPECIFICATION REFERENCES/PRODUCT SUPPLIED:

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

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

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

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

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

18. TAX EXEMPT STATUS:

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

19. CANCELLATION CLAUSE:

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

20. TERMINATION CLAUSE:

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

21. NON-ASSIGNMENT:

It is understood and agreed that the bidder(s) shall not assign, transfer, convey, subcontract, or otherwise dispose of the contract of his/her right, title, or interest therein, or his/her power to execute such contract, to any other person, company, or corporation, without the prior written consent of the BOCES.

22. GOVERNING LAW:

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

23. JUDGMENTS/LEGAL FINDINGS:

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

24. NEW YORK STATE SEXUAL HARASSMENT LAWS:

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

25. FORCE MAJEURE:

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

26. EXCEPTIONS:

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

27. PURCHASE ORDERS:

Participants will issue Purchase Orders directly to the awarded contractor. Purchase Orders shall be considered effective and binding upon transmission to the contractor by mail, email, fax, or other mutually accepted method, using the contact information provided on the bid form. **No substitutions will be permitted after bid award(s) has been made.** Participants reserve the right to request delivery at any time during the contract term, including any extensions mutually agreed upon. Each Purchase Order will specify the delivery address and the required delivery date. When applicable, color and/or size requirements will be noted on the Purchase Order. If the vendor cannot meet the requested delivery date, the vendor must notify the district within three (3) business days of receipt of the Purchase Order so that alternate arrangements can be made. Failure to meet delivery requirements may result in rejection of future bids from the vendor.

28. IDENTIFICATION OF DELIVERIES:

Purchase order numbers must appear on the outside of all shipments.

29. SALE ITEMS:

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

30. PAYMENTS:

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

31. USAGE REPORTS:

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

32. INDEMNIFICATION:

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

33. EXECUTORY CLAUSE:

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

34. COMPLAINTS:

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

Wayne-Finger Lakes BOCES
Cooperative Fresh Fruits & Vegetables
WFL 2027-01

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

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

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

35. ORDER OF PRECEDENCE:

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

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

36. DISCREPANCY:

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

37. NO ARBITRATION:

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

SPECIFICATIONS FOR FRESH FRUITS & VEGETABLES

The BOCES is currently accepting sealed bids for the purchase of fresh fruits and vegetables for use by the BOCES, School Districts and Counties as needed throughout the year.

Chapter 56 of the Laws of 2018 provides school food authorities (SFAs) with increased State reimbursement for the purchase of New York State (NYS) food products for school lunch programs. It is the intent of this to help provide the availability of qualified products for the purchase by SFAs to meet the requirements for additional reimbursement.

SFAs that receive additional reimbursement are required to maintain documentation to demonstrate the procurement and use of NYS food products. As such, ***the awarded vendor(s) will be required to document on their invoice the source of product purchased*** including but not limited to:

- Name of Produce/Fruit Farm (where commodity was purchased)
- Town/County and State of Farm

It is the intent of the BOCES to contract with one or more vendors for the majority of these foods. Such contracts, if awarded would be for a term as described in the General Information section of this document.

2. MINIMUM BID REQUIREMENTS:

➤ **Minimum Percentage of Items Bid – 80%**

Bidders are directed to bid all items that they are able to supply as indicated on the bid proposal form. To be considered, ***a bidder must bid at least 80% of the items requested in any one or more regions of the map as defined in Appendix A - Participant by Bid Region:***

- 1) ***Orange Districts:*** Clyde-Savannah, Gananda, Lyons, Marion, Newark, North Rose-Wolcott, Palmyra-Macedon, Red Creek, Sodus, Wayne, Williamson
- 2) ***Green Districts:*** Bloomfield, Canandaigua, Honeoye, Manchester-Shortsville, Naples, Phelps-Clifton Springs, Victor
- 3) ***Turquoise Districts:*** Dundee, Geneva, Gorham-Middlesex, Penn Yan, Romulus, Seneca Falls, Waterloo

Note: You may select and bid on more than one Bid Region.

It is important for vendors to understand that the bid for the Participants has been split into Bid Regions for the purpose of attracting more competition. In doing so, vendors should understand that they **must indicate which Bid Region(s) they are bidding on** (See Appendix A – Participants by Bid Region) in order to be considered for an award. ***In selecting a Bid Region, the vendor agrees to service the districts listed in the Region(s) to the full extent of the terms and conditions listed within this bid.***

- If not bidding an item or items mark N/A in appropriate place(s).
- The Participants reserve the right to award the bid on the basis of less than this percentage if deemed in the best interest of the Participants. The Participants decision as to the minimum percentage required to be considered is final.

- Where a deviation or exception must be taken by the vendor to any part of the proposal, vendor must fully provide a detailed explanation of exception on the Questionnaire Form. In the absence of a written exception or deviation, vendor agrees to fully comply with all conditions and specifications of the proposal.
- Vendors **MUST** provide a copy of bidder's New York State Department of Agricultural & Markets certificate as a Farm Products Dealer License and New York State Department of Agricultural certificate as a GAP (Good Agricultural Practices & Good Handling Practices).
- The percent bid above (+) cost will apply to all bid items and any additional fresh produce items the participants may need during the contract period.
- All prices offered are net delivered. The Participants will not pay additional or separate delivery costs including fuel surcharges of any kind.
- All purchase prices quoted in the Bidding Documents by a Bidder must be "per unit" as specified, i.e., do not quote "each" when "per case" is requested. In Wayne-Finger Lakes BOCES sole discretion, a Bid may be rejected for failure to comply with the immediately preceding sentence.

3. MINIMUM ACCEPTABLE STANDARDS:

a. Bidder:

- All vendors submitting bids for consideration by the BOCES must be a participant of the USDA Pilot Program registered with the state of New York to do business in the state. **Bidder must be listed on the web site eligible vendor list or be able to submit documentation from the USDA to confirm status.** The web site where this information can be found is: www.ams.usda.gov/selling-food/pilot-project. If the link doesn't take you there copy and paste the URL in your web browser. Vendor requirements for the Pilot Program have been provided in a separate attachment.

b. Products:

➤ **DEFINITIONS OF NEW YORK STATE FOOD PRODUCTS:**

For the additional reimbursement under the 2018 law, any NYS Food Product purchased and used in the meal for school lunch program is defined as follows:

- ❖ A food item that is grown, harvested, or produced in NYS; or
- ❖ A food item processed inside or outside NYS comprising over 51% agricultural raw materials grown, harvested, or produced in NYS, by weight or volume.

"Produced" means the producing of food grown upon and/or harvested from the farm or waters through agricultural, horticultural, aquacultural, or dairying processes.

"Processed" means any alteration of food product from its raw or original state to enhance its value or render it suitable for consumption. (Ex: cooking, pasteurizing, and or packaging food products)

➤ **REQUIREMENTS TO PROVIDE NYS PRODUCTS – Geographic Preference:**

We are striving to meet the provision of New York State products required for maximum state reimbursement. In order to do this, we have included in this bid a geographic preference for fresh fruits and vegetables produced within New York State. For the purposes of evaluating

the lowest bid, respondents who can supply the requested items produced from within New York State during the contract term will receive an evaluation credit in accordance with the Geographic Preference provisions set forth in the Evaluation and Award section of this solicitation.

The Successful Bidder shall consent and agree to audits of any and all purchasing and financial records regarding compliance with its geographic preference designation during the contract period. If it is discovered that the Successful Bidder failed to comply with its geographic preference designation during the contract period, the BOCES reserves the right to rescind the entire award and the Vendor's responsibility may be questioned for future bids.

Geographic Preference shall apply to the items on the Vendor Bid Listing where **NYS Products** is noted within the description.

➤ **PLACEMENT OF ORDERS:**

Orders are to be placed at a minimum of two days in advance of the scheduled delivery day. In the event of a change in order, the vendor will be notified no later than 4:00 PM preceding the day of delivery.

When a non-scheduled Participant's closing occurs and the Participant(s) cannot notify the vendor before the delivery begins, or in the event the vendor is informed the morning of delivery, the Participant shall accept and store the order, contingent of available personnel and sufficient refrigerator space. If this is not possible, the Participant(s) will advise the contractor as soon as possible.

Note: A contractor request that orders be placed more than four (4) days in advance of delivery date may result in rejection of bid.

➤ **DELIVERY REQUIREMENTS:**

Prices shall be FOB destination to each participating school district or agency location.

Deliveries shall be made directly to each designated building location as required by the Participant. Unless otherwise agreed, deliveries shall be made up to two (2) times per week, or more frequently as required and agreed upon by the Participant. The successful vendor(s) shall, upon award, coordinate delivery schedules, including delivery days and times, with each participating site.

Deliveries shall be made only during the delivery days and times established by each Participant. Deliveries made outside of the agreed-upon delivery window, without prior approval from the Participant, shall be considered non-compliant.

Deliveries shall be scheduled and performed at a time when an authorized representative of the Participant is available to receive and acknowledge the delivery. Vendors shall allow sufficient time for the Participant to verify delivery and shall not depart prior to obtaining a signed delivery receipt unless otherwise authorized.

Products shall not be left outside or unattended unless prior approval has been granted by the Participant's Food Service Director or authorized representative.

Any changes to delivery schedules must be mutually agreed upon by the Participant and vendor and documented in writing (including email).

The vendor may utilize disposable or reusable delivery containers. All containers shall be clean, sanitary, and suitable for preventing damage or spillage of contents. Reusable containers shall be removed by the vendor at the time of the next delivery.

A delivery receipt must accompany each delivery and must be signed and dated at the time of delivery by an authorized representative of the Participant. The receipt shall clearly identify each item delivered, quantities, and any shortages or discrepancies noted at the time of delivery. Deliveries not accompanied by a properly executed delivery receipt may be considered incomplete.

The vendor shall provide a monthly statement to each Participant summarizing all deliveries, including item descriptions, total units, unit prices, extensions, and any credits issued during the billing period. Statements shall reconcile with all invoices and be provided promptly following the end of each month.

For items provided under any applicable USDA programs, the vendor shall be responsible for submitting all required invoices and credits directly to the appropriate administering agency in accordance with program requirements.

➤ **GUARANTEE:**

All products furnished shall meet applicable USDA grade standards (e.g., U.S. No. 1 or better where such standards exist) and shall be fresh, wholesome, and ready for use upon delivery. Products shall not be overly ripe and shall be free from decay, bruising, discoloration, wilting, pests, or other defects.

All items shall be minimally processed and handled in accordance with all applicable federal, state, and local laws and regulations, including FDA sanitary transportation requirements (21 CFR Part 1 Subpart O).

Products shall be delivered in clean, sanitary, and properly labeled containers indicating commodity, grade, and pack size. Refrigerated items shall be transported in vehicles capable of maintaining temperatures between 34°F and 40°F.

INSPECTION AND ACCEPTANCE

Participants shall have 24 hours from delivery to inspect products and notify the Vendor of any shortages, damage, or quality deficiencies.

REJECTIONS AND REMEDIES

Products not meeting specifications shall be deemed nonconforming. Upon notification, the Vendor shall, at the Participant's sole discretion: (a) replace rejected products within one (1) business day; or (b) issue full credit.

SOURCING AND REGULATORY COMPLIANCE

Vendors are encouraged to source products from local and regional farms where feasible; however, Geographic preference may be applied for evaluation purposes only, in accordance with the Evaluation and Award section of this solicitation.

All products shall comply with the Buy American provision set forth in 7 CFR §210.21(d), where applicable. Documentation of any exceptions shall be maintained.

Due to traceability, food safety, and consistency concerns, procurement from produce auctions is prohibited for this contract.

c. **Pricing:**

➤ **INITIAL BID PRICING:**

Pricing shall remain firm as that bid for the initial sixty (60) calendar day period of the contract. Following the initial firm pricing period, the vendor shall provide updated price lists to Participants on a **weekly basis**, or more frequently as necessary to reflect current market conditions. All pricing shall be based on the vendor's actual cost plus the awarded percentage, in accordance with the terms of this contract.

The vendor shall maintain documentation supporting its cost for all products supplied under this contract. Such documentation, including supplier invoices or pricing sheets, shall be made available upon request by the Cooperative or Participants to verify that pricing is consistent with the awarded percentage.

Price lists shall be clearly organized and include sufficient detail to allow Participants to identify items, unit pricing, and applicable pack sizes.

Prices may fluctuate weekly, based on vendors cost. **All weekly price sheets submitted to the participants must include the name of Produce/Fruit Farm and Town/County as well as the State of the Farm (where commodity was purchased). Price lists shall be provided in a consistent format throughout the contract term.**

➤ **PRICE ADJUSTMENTS/INVOICES/CREDITS:**

The vendor shall indicate a fixed percentage (%) above cost on the Bid Proposal Form. This percentage shall remain firm for the duration of the contract and shall apply to all products supplied under this contract, including both items listed in the Vendor Bid Listing and additional fresh produce and related items of the same general type and category.

For purposes of this contract, "cost" shall mean the vendor's actual invoice cost from its supplier in the normal course of business, net of applicable discounts, rebates, and allowances. The vendor's cost shall be based on the vendor's normal and customary supply source(s) used in the ordinary course of business.

All prices charged to Participants shall be based on this cost plus the awarded percentage. No separate delivery charges, fuel surcharges, or additional fees shall be applied.

Pricing will vary based on market conditions and shall reflect the vendor's current cost. Both increases and decreases in cost are expected to be reflected in pricing in a reasonable and timely manner.

All products supplied, including non-listed items, shall be considered part of this contract and subject to these pricing terms.

The vendor shall maintain records supporting its cost for products supplied under this contract. Such documentation may be requested by the Cooperative or Participants, as needed, to confirm that pricing aligns with the awarded percentage. Documentation shall consist of supplier-issued invoices or pricing documents.

The Cooperative may periodically review pricing to ensure consistency with contract terms.

Invoices shall clearly identify items, quantities, unit prices, and totals.

Credits for rejected, damaged, spoiled, short, or overbilled items shall be issued in writing within seven (7) calendar days and shall reference the original invoice.

Failure to adhere to the pricing structure outlined herein may be addressed in accordance with the terms of the contract.

➤ **INVOICING:**

All invoices must be specific to the Participant that issued the order and must be accurate and complete.

Bidders are required to submit a sample invoice as part of their bid proposal, demonstrating the format and level of detail that will be provided for all transactions under this contract.

The required sample invoice shall align with the pricing and structure identified in the Bid Proposal Form. Failure to provide an acceptable sample invoice may result in rejection of the bid as non-responsive.

➤ **“Provisions for Non-Federal Entity Contracts Under Federal Awards” – Appendix B**

Certain Participants utilize federal funding, including reimbursement under the National School Lunch Program and other Child Nutrition Programs. As such, the provisions contained in Appendix B are required and incorporated into this solicitation to ensure compliance with applicable federal regulations.

These provisions shall apply where required based on the funding source utilized by the Participant.

Bidders are advised that the requirements within Appendix B include federal contract clauses that may not apply to all transactions; applicability is dependent upon the specific use of federal funds by the Participant, as indicated by the phrase “as applicable” within the document.

BID PARTICIPANTS:

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

Canandaigua Central School District, 143 North Pearl St., Canandaigua, NY 14424
Clyde-Savannah Central School District, 215 Glasgow St., Clyde, NY 14433
Gananda Central School District, 1500 Dayspring Rdg, Walworth, NY 14568
Gorham-Middlesex (Marcus Whitman) Central School District, 4100 Baldwin Rd Rushville, NY 14544
Honeoye Central School District, P.O. Box 170, Honeoye, NY 14471
Lyons Central School District, 10 Clyde Rd., Lyons, NY 14489
Manchester-Shortsville (Red Jacket) Central School District, 1506 Rt 21, Shortsville, NY 14548
Newark Central School District, Newark Municipal Bldg., 100 E. Miller St., Newark, NY 14513
Phelps-Clifton Springs (Midlakes) Central School District, 1490 Rt 488, Clifton Springs, NY 14432
Red Creek Central School District, 6624 South Street, Red Creek, NY 13143
Romulus Central School District, 5705 State Route 96, Romulus, NY 14541
Seneca Falls Central School District, PO Box 268, Seneca Falls, NY 13148
Waterloo Central School District, 109 Washington St. Shop Centre, Waterloo, NY 13165
Wayne Central School District, 6200 Ontario Center Rd, Ontario, NY 14519
Williamson Central School District, 4184 Miller St., Williamson, NY 14589

Wayne-Finger Lakes BOCES Locations:

Technical & Career Centers:

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

Regional Support Center:

Wayne-Finger Lakes BOCES, Eisenhower Receiving, 131 Drumlin CT., Newark, NY 14513
Wayne-Finger Lakes BOCES, EduTech Receiving, 703 East Maple, Newark, NY 14513
Wayne-Finger Lakes BOCES, ESTEC, 437 Vienna St., Newark, NY 14513
Wayne-Finger Lakes BOCES, P-TECH, 1000 Technology Parkway, Newark, NY 14513
Wayne-Finger Lakes BOCES, Finger Lakes Education Center, 4120 Baldwin Rd., Rushville, NY 14544
Wayne-Finger Lakes BOCES, Finger Lakes Elementary School, 2715 NY-245, Stanley, NY 14561
Wayne-Finger Lakes BOCES, Bloomfield Education Center, 45 Maple Avenue, Bloomfield, NY 14469
Wayne-Finger Lakes BOCES, Midlakes Education Center, 1554 Route 488, Clifton Springs, NY 14432
Wayne-Finger Lakes BOCES, Newark Education Center, 439 W. Maple Ave, Newark, NY 14513
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

Note: Specific sites at each Participant may be found on the enclosed Delivery Site List.

4. PARTICIPATION - EXTENSION OF USE:

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

Wayne-Finger Lakes BOCES
Cooperative Fresh Fruits & Vegetables
WFL 2027-01

Purchasing Department at Wayne-Finger Lakes BOCES. Initial contact must be done through Wayne-Finger Lakes BOCES by contacting the Purchasing Department at wflpurchasing@wflboces.org.

EVALUATION & AWARD DETERMINATION

1. Awards will be based on pricing submitted in the Vendor Bid Listing, representing commonly purchased items.

2. ***Geographic Preference (Evaluation Only)***

In accordance with 7 CFR §210.21(g), geographic preference may be applied in the evaluation of bids for unprocessed agricultural products. Bidders shall indicate the percentage of New York State-sourced products they will provide for applicable line items.

For evaluation purposes only, a geographic preference factor will be applied when comparing bids. This evaluation factor shall be used solely to determine the lowest evaluated bidder and shall not modify the actual bid prices submitted.

- Bidders indicating sixty percent (60%) or greater New York State product availability for applicable items will receive the full evaluation credit.
- Bidders indicating less than sixty percent (60%) will receive a proportional evaluation credit based on the percentage submitted. For example, a bidder indicating forty-five percent (45%) availability will receive a proportional share of the evaluation credit, calculated as 45/60.

The geographic preference factor shall be applied solely for evaluation and comparison purposes and shall not represent a percentage reduction or adjustment to the bidder's submitted pricing. The application of this evaluation factor will not affect contract pricing, which shall be based solely on the prices submitted in the bid.

Bidder	A	B	C
% Geographic Bid	45%	60%	80%
Percent allotted for Geographic Preference	7.5%	10.0%	10.0%
Bid Price	\$10.00	\$10.50	\$10.25
Credit - Geographic Preference	\$0.75	\$1.05	\$1.03
Price with Preference	\$9.25	\$9.45	\$9.22

In the table above, Bidder "C" would be the low bidder when the geographic preference is applied.

3. **Award Determination**

Awards shall be made by the Cooperative Bid Committee to the lowest responsive and responsible bidder(s) in accordance with General Municipal Law §103, on a regional basis as identified in Appendix A. Awards may be made in whole or in part (including by region or item grouping), provided that the basis for such award is consistent with the evaluation methodology set forth in this solicitation.

Evaluation shall be based on a direct comparison of total evaluated cost for "common items" within each region. "Common items" are defined as items for which all responsive bidders have submitted pricing. For example, if three bidders submit pricing and only two bid a specific item, that

item will not be considered a “common item” for evaluation purposes.

The total evaluated cost shall be calculated as the sum of the extended prices for all common items within the region, adjusted only by any applicable geographic preference evaluation factor as defined in this solicitation.

Responsibility determinations shall include, but not be limited to:

- Demonstrated reliability of the bidder
- Quality of products offered
- Conformance with specifications
- Delivery performance and capacity

Such responsibility factors shall be used solely to determine bidder responsibility and not to adjust bid pricing.

Items not classified as common items shall not be included in the base evaluated cost. Such items may be awarded:

- a) to the awarded primary vendor at bid pricing; or
- b) separately to other responsive vendors, provided such awards are made in a manner consistent with the lowest responsive and responsible bidder standard.

The Cooperative reserves the right to reject any or all bids where it is determined to be in the best interest of the Participants, in accordance with applicable law.

4. Committee Review

The Cooperative Bid Committee will review all bids and make award recommendations. Final awards are subject to approval by the appropriate authority. The Cooperative reserves the right to reject any or all bids in the best interest of the Participants.

5. Award Timeline

Awards will be made within forty-five (45) days of bid opening

6. Additional Items

Awards are based on the items listed in the Vendor Bid Listing; however, this contract shall also include other fresh fruits and vegetables of the same general type and category not specifically listed.

Participants may purchase such additional items from any awarded vendor within the applicable region, and such purchases shall be considered part of this contract.

Pricing for non-listed items shall be determined in accordance with the vendor's actual cost plus the awarded percentage, consistent with the pricing structure of this contract. Participants may, where practicable, compare pricing among awarded vendors for such items to ensure consistency with contract terms.

All purchases of non-listed items shall be made under the terms and conditions of this contract, including all pricing, delivery, quality, and guarantee provisions.

If an awarded vendor is unable to supply an item or if pricing is determined to be not reasonable based on available market information or comparison among awarded vendors, the Participant may procure that specific item from another source in accordance with its procurement policy (GML §104-b). Such determinations shall be documented.

Off-contract purchases shall be limited to those specific instances and shall not be used to circumvent the intent of this contract.

(The remainder of this page has been intentionally left blank)

Wayne-Finger Lakes BOCES
Cooperative Fresh Fruits & Vegetables
WFL 2027-01

Having carefully examined the specifications covering the supply of Fresh Fruits & Vegetables to the Participants, the undersigned proposes to supply the required supplies and/or equipment in accordance with the Notice to Bidders, General Information and Specifications, State Laws and Regulations and municipal ordinances at the listed prices.

I further certify that we have read the "General Conditions" and agree to the terms of the bid, and if awarded, the contract.

Vendors are strongly cautioned to carefully review their bid before submitting and verify that all pricing is correct. No retractions will be allowed after the award of the bid.

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

BID PROPOSAL FORM	Page 1 of 3
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Bidder _____

Address _____

City/State/Zip _____

Federal or Tax ID# _____ Organization Type _____ State of Formation _____

Signature _____

Typed Name _____ Title _____

Date _____ Telephone (____) _____ Fax (____) _____

Email _____ Website _____

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.

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

(MUST BE RETURNED WITH BID FORM)

BID PROPOSAL FORM

Page 2 of 3

Name of Company _____

- A. **Submit with Bid** - Bidder must supply to BOCES a sample invoice which will be billed to the Participants for review with the Bid. Invoice shall include the following:
- Name of Produce/Fruit Farm (where commodity was purchased)
 - Town/County and State of Farm
 - Purchase Order Number
 - Name of Item
 - Item Number
 - Quantity Shipped
 - Bid Pricing per Unit
 - Bid % Discount (from Vendor Response Form)
 - Extended Item Cost
 - Invoice Total
- B. **Submit with Bid** - Vendors **MUST** provide a copy of bidder's New York State Department of Agricultural & Markets certificate as a Farm Products Dealer License and New York State Department of Agricultural certificate as a GAP (Good Agricultural Practices & Good Handling Practices).

Please Initial That You Acknowledge These Requirements:

- C. _____ All vendors submitting bids for consideration by the BOCES must be a participant of the USDA Pilot Program registered with the state of New York to do business in the state. **Bidder must be listed on the web site eligible vendor list or be able to submit documentation from the USDA to confirm status.**
- D. _____ For items under the USDA Pilot Program that the vendor provides, the vendor is responsible for submitting invoices and any credits directly to the USDA.
- E. _____ A contractor request that orders be placed more than four (4) days in advance of delivery date may result in rejection of bid.
- F. _____ **On the Vendor Bid Listing, the section where a vendor is directed to fill in the column labeled "Variance-Notes", should bidder leave this section blank for any items bid, BOCES will assume that the bidder is bidding AS SPECIFIED.**
- G. _____ **Vendor acknowledges page 9, item 11 Bidder Qualifications**
- H. _____ **Market Condition Reports** - Vendor must provide Market Condition Notification Report(s) concerning any issue(s) with the supply of the products in this bid during the contract term.
- I. _____ Pricing shall remain firm as bid for the initial sixty (60) calendar day period of the contract. After the initial sixty (60) days **all items shall be priced in accordance with the percentage listed on the Vendor's Bid Proposal Form. The vendor shall provide a weekly price list to the Participants reflecting current pricing. The vendor shall maintain documentation sufficient to substantiate that pricing is consistent with the percentage bid and shall provide such documentation upon request.** All supporting documentation must be based on actual supplier invoices or pricing sheets and may not be prepared on the contracted vendor's letterhead.
- J. _____ **The procuring of fresh fruits and vegetables from an auction shall not be permitted for this solicitation.**

BID PROPOSAL FORM

Page 3 of 3

Name of
Company _____

Bidder must complete items A-C to be considered:

(A) Please indicate below the Bid Region(s) that your company will service for the pricing provided in your bid. Bidder must service ALL the Participants listed within the Region(s) selected. **Vendors may select one or more** -see **Appendix A for details**.

Check **all** Regions that apply:

_____ Orange _____ Green _____ Turquoise _____ All Regions

(B) Bidders are to provide a single percentage mark-up above their cost that they are offering in this bid. This mark-up will apply to all bid items and any additional fresh produce items the participants may need during the contract period.

Single mark-up percent _____ %

(C) Geographic Preference - Indicate the percentage of New York State-sourced products that can be provided for applicable items identified as "NYS Product" during the contract term within the region(s) for which you are bidding. This information will be used solely for evaluation purposes in accordance with the Geographic Preference provisions of this solicitation.

_____ %

Type Name _____ Date _____

Signature _____

(MUST BE RETURNED WITH BID FORM)

<p>USDA (UNITED STATES DEPARTMENT OF AGRICULTURE) REQUIRED CERTIFICATION STATEMENT DEBARMENT AND SUSPENSION</p>
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A school food authority is prohibited from contracting with a company or individual that has been debarred or suspended in accordance with CFR Part 3017. This prohibition does not extend to contracts in existence at the time of the disbarment/suspension or to most contracts under \$25,000. Rather, it applies to new contracts and extensions or renewals of existing contracts of \$25,000 or more and to contracts for audit services, regardless of amount.

I, _____, representing _____,
(Named Representative) (Named Vendor Bidding)

Certify that neither the "Named Vendor Bidding" nor any of its principals (e.g., key employees) have been proposed for disbarment, debarred, or suspended by a Federal agency. It is the responsibility of each bidder to sign this certification statement and submit it with any bid.

(Signature of Named Representative)

(Date)

(MUST BE RETURNED WITH BID FORM)

BIDDER QUALIFICATION & DISCLOSURE FORM

Page 1 of 3

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

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

Name	Home Address	Office Held	Ownership Interest
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COMPLETE ALL QUESTIONS BELOW:

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

BIDDER QUALIFICATION & DISCLOSURE FORM

Page 2 of 3

8. List any other or former business names that your organization has operated under.

9. If your organization is a corporation:

Date of Incorporation: _____

State of Incorporation: _____

President's Name: _____

Vice-President's Name: _____

10. If your organization is a partnership:

Date of Organization: _____

Type of Partnership (if applicable) _____

Name(s) of general partner(s): _____

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

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

BIDDER QUALIFICATION & DISCLOSURE FORM

Page 3 of 3

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

(Print or Type)

Date: _____ Signature

Name

Company Name: _____ Title

Address: _____

(MUST BE RETURNED WITH BID FORM)

QUESTIONNAIRE

TO BE COMPLETED BY BIDDER AND SUBMITTED WITH THE BID

IS THE BID IN CONFORMANCE WITH SPECIFICATIONS? YES NO

If YES, it shall be understood that the item(s) will be delivered exactly as specified.

If NO, the bidder must describe each exception to the specifications in detail, including packaging and product size (weight) differentials, referencing the each exception by the Bid Item #. If Exception applies to the body of the document in the Terms and Conditions, Bid Specifications or anywhere in the Proposal information please indicate each exception by page and paragraph numbers. Everything must be clearly identified.

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Company _____

Representative Name _____

Representative Signature _____ Date _____

(MUST BE RETURNED WITH BID FORM)

Bid Proposal /Non-Collusion Bid Certification

Firm Name_____

Business Address_____

Telephone Number_____ Date of Bid_____

I. General Bid Certification

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

II. Non-Collusive Bidding Certification

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

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

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

Signature_____ Title_____

(MUST BE RETURNED WITH BID FORM)

RESOLUTION (For Corporate Bidders Only)
--

RESOLVED that

(Individual)

be authorized to sign and submit the bid or proposal of this corporation for the following project.

(Describe Project)

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

The foregoing is a true and correct copy of the resolution adopted by

corporation at a meeting of its Board of Directors held on _____ day of _____, year of _____

and is still in full force and effect on this _____ day of _____, year of _____.

(Corporate Secretary)

(MUST BE RETURNED WITH BID FORM – Corporate bidders only)

DECLARATION

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

By:_____

Title:_____

Firm:_____

Date:_____

(MUST BE RETURNED WITH BID FORM)

GENERAL CONDITIONS & PROCEDURES

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

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

DEFINITIONS

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

BIDS

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

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

Wayne-Finger Lakes BOCES
Cooperative Fresh Fruits & Vegetables
WFL 2027-01

such performance bond shall be authorized to do business in the State of New York and must be satisfactory to the BOCES. The performance bond shall be executed by the successful bidder at the time of the execution of the contract by the successful bidder and the BOCES Board.

SAMPLES

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

AWARD

25. Awards will be made to the lowest responsible bidder, as will best promote the public interest, taking into consideration the reliability of the bidder, the quality of the materials, equipment, or supplies to be furnished, their conformity with the specifications, the purposes for which required, and the terms of delivery.
26. The BOCES reserves the right to 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)

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.

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.
43. If any order under this award includes work constituting 'public work' under Labor Law §220, the contractor must comply with all prevailing wage and DOL registration requirements then in effect.
44. Public Work Contractor & Subcontractor Registry (Labor Law §220-i).
If any work under this contract is subject to Labor Law Article 8, the Contractor and any Subcontractors must be registered with the NYS Department of Labor's Public Work Contractor & Subcontractor Registry before bidding and before commencing covered work. The Contractor shall provide proof of current registration upon request. Failure to comply with may result in ineligibility for award, withholding of payment, or termination.

GUARANTEES BY THE SUCCESSFUL BIDDER

45. The successful bidder guarantees:

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

DELIVERY

46. 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.
47. 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.
48. 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.
49. 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.
50. 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.
51. 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.
52. All deliveries shall be accompanied by delivery tickets or packing slips. Ticket shall contain the following information for each item delivered:
 - Contract Number and/or Purchase Order Number
 - Name of Article
 - Item Number (if applicable)
 - Quantity

Name of the Successful Bidder

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

PAYMENTS

- 53. Payment for the used portion of an inferior delivery will be made by the BOCES on an adjusted price basis.
- 54. Payment will be made only after correct presentation of claim forms or invoices as may be required.
- 55. 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

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

FORCE MAJEURE

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

HEALTH AND SAFETY REQUIREMENTS

- 58. The successful bidder shall be responsible for complying with applicable guidelines, protocols, safety practices and legal requirements issued by the Occupational Safety and Health Administration (OSHA), U.S. Department of Health and Human Services, Center for Disease Control and Prevention (CDC), New York State Department of Health (DOH), and other applicable laws and requirements governing health and safety practices.

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