

BOARD OF COOPERATIVE EDUCATIONAL SERVICES  
SECOND SUPERVISORY DISTRICT OF MONROE-ORLEANS COUNTIES  
3599 BIG RIDGE ROAD  
SPENCERPORT NY 14559

**SPECIFICATIONS AND BID FORM FOR**  
**COOPERATIVE FOOD SERVICE EQUIPMENT**  
**REPAIR, MAINTENANCE AND INSTALLATION SERVICE**  
**OR THE CONTRACT PERIOD 01/01/17 – 12/31/17**  
**RFB-1794-16**

Bids will be opened at 2:00 PM on the 3rd day of November 2016 at 3599 Big Ridge Road, Spencerport NY.

Bid documents, including specifications, bid forms, and addendums can be obtained at

[www.empirestatebidsystem.com](http://www.empirestatebidsystem.com). Questions related to bid documents should be directed in writing to Rose Brennan, Purchasing Agent, at the address above or [rbrennan@monroe2boces.org](mailto:rbrennan@monroe2boces.org), no later than five (5) business days prior to the bid opening date and time.

**INSTRUCTIONS**

1. Read all bid documents contained in this package.

2. Complete the following forms:

Bid Proposal Certifications

Iran Divestment Act Certification

Indemnification Agreement

Bidder's Customer References

Bidder's Company Information

Bidder's Customer Service Representative List

Bid Proposals and Bidder's Certifications (complete shaded boxes)

Bidder's Authorized Brand List

Bid proposal forms are available in Excel via the website above and may be completed using that program for your convenience, however, only a printed copy of this form will be accepted as a bid submission. No bids may be submitted electronically.

3. Provide a completed W-9.

4. To submit a bid, return the completed forms listed in #2, and a completed W-9 listed in #3 above in a sealed envelope labeled with the bid title, bid number, bidder's name, and bidder's address to:

Rose Brennan, Purchasing Agent

Monroe 2-Orleans BOCES

3599 Big Ridge Road

Spencerport NY 14559

Bids must be received prior to the bid opening date and time listed above. Monroe 2-Orleans BOCES reserves the right to reject any bid not following the above Instructions or meeting the Specifications and General Conditions.

Awards will be posted at [www.empirestatebidsystem.com](http://www.empirestatebidsystem.com) when finalized.

BOARD OF COOPERATIVE EDUCATIONAL SERVICES  
SECOND SUPERVISORY DISTRICT OF MONROE-ORLEANS COUNTIES  
3599 BIG RIDGE ROAD  
SPENCERPORT NY 14559


**LEGAL NOTICE TO BIDDERS FOR**  
**COOPERATIVE FOOD SERVICE EQUIPMENT**  
**REPAIR, MAINTENANCE AND INSTALLATION SERVICE**

The Board of Cooperative Educational Services of Monroe 2 and Orleans Counties, in accordance with Section 103 of Article 5A of the General Municipal Law, hereby invites the submission of sealed bids for the above mentioned requirements for following participating school districts:

Brighton CSD  
East Rochester UFSD  
Fairport CSD  
Hilton CSD  
Webster CSD  
West Irondequoit CSD  
Monroe 2-Orleans BOCES

Bids will be received at the District Office, 3599 Big Ridge Road, Spencerport NY until 2:00 PM on the 3rd day of November 2016 at which time all bids will be publicly opened. The instructions to bidders, specifications and bid forms can be obtained from the above office. No bidder may withdraw his bid within 60 days after actual date of opening, thereof. The Board of Education reserves the right to reject any and all bids.

Date October 13, 2016



Purchasing Agent

**BID PROPOSAL CERTIFICATIONS FOR**  
**COOPERATIVE FOOD SERVICE EQUIPMENT**  
**REPAIR, MAINTENANCE AND INSTALLATION SERVICE**

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:

1. Statement of non-collusion in bids and proposals to political subdivision of the state. Every bid or proposal hereafter made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury: Non-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 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 and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor and;

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

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

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

2. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or 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.

III. The bidder certifies that he is aware of, and will comply with, the provisions of the State Labor law applicable to independent contractors regarding conditions of employment, including payment of minimum wages, if this bid results in a labor and material type construction contract.

AUTHORIZED SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

PRINT NAME \_\_\_\_\_

**IRAN DIVESTMENT ACT CERTIFICATION**  
**FOR**  
**COOPERATIVE FOOD SERVICE EQUIPMENT**  
**REPAIR, MAINTENANCE AND INSTALLATION SERVICE**

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/Offerers 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.

During the term of the Contract, should Monroe 2-Orleans BOCES receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, Monroe 2-Orleans 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 Monroe 2-Orleans 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.

Monroe 2-Orleans 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.

\_\_\_\_\_

Signature

\_\_\_\_\_

Title

\_\_\_\_\_

Date

\_\_\_\_\_

Company Name

**INDEMNIFICATION AGREEMENT FOR**  
**COOPERATIVE FOOD SERVICE EQUIPMENT**  
**REPAIR, MAINTENANCE AND INSTALLATION SERVICE**

The contractor agrees:

(a)that except for the amount, if any of damage contributed to, caused by or resulting from the negligence of the bid participant(s) named herein, the contractor agrees to indemnify and hold harmless the participating districts, their officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the contractor or third parties under the direction or control of the contractor; and

(b)to provide defense for and defend, at its sole expense, and all claims, demands or causes of action directly or indirectly arising out of the agreement and to bear all costs and expenses related thereto.

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
DATE

**BIDDER'S CUSTOMER REFERENCES FOR**  
**COOPERATIVE FOOD SERVICE EQUIPMENT**  
**REPAIR, MAINTENANCE AND INSTALLATION SERVICE**

Bidders are required to provide 3 customer references from NY State school districts, BOCES, or public bodies for whom bidder has supplied similar products and/or services to those requested in this bid.

Company Name \_\_\_\_\_

1. Customer Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Contact Person \_\_\_\_\_

Phone # \_\_\_\_\_

Email Address \_\_\_\_\_

2. Customer Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Contact Person \_\_\_\_\_

Phone # \_\_\_\_\_

Email Address \_\_\_\_\_

3. Customer Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Contact Person \_\_\_\_\_

Phone # \_\_\_\_\_

Email Address \_\_\_\_\_

**BIDDER'S COMPANY INFORMATION FOR**  
**COOPERATIVE FOOD SERVICE EQUIPMENT**  
**REPAIR, MAINTENANCE AND INSTALLATION SERVICE**

Bidders are required to provide company information below.

Company Name \_\_\_\_\_ Phone Number \_\_\_\_\_

Address \_\_\_\_\_ Fax Number \_\_\_\_\_

Bid questions contact \_\_\_\_\_ Phone Number \_\_\_\_\_

Email Address \_\_\_\_\_

Billing Contact \_\_\_\_\_ Phone Number \_\_\_\_\_

Title \_\_\_\_\_ Email Address \_\_\_\_\_

VP Sales/Sales Manager \_\_\_\_\_ Phone Number \_\_\_\_\_

Title \_\_\_\_\_ Email Address \_\_\_\_\_

Standard Payment Terms \_\_\_\_\_  
(standard = n30days)

Early Payment Terms \_\_\_\_\_  
(list days and % discount)

If a unique reference number is required on the purchase orders as a result of this bid, please list it here \_\_\_\_\_

Can your company accept payments using a VISA or other bank issued credit card? \_\_\_\_\_

**If any contractual agreement is required to do business with the participating school districts, a sample of that agreement should be provided at the bid opening.**

**BIDDER'S CUSTOMER SERVICE REPRESENTATIVE LIST FOR**  
**COOPERATIVE FOOD SERVICE EQUIPMENT**  
**REPAIR, MAINTENANCE AND INSTALLATION SERVICE**

Bidders are required to provide customer service representative contacts for each of the participating districts who are available to respond to requests for repair, maintenance and installation service.

Company Name \_\_\_\_\_

<u>District</u>	<u>Customer Service Representative Name</u>	<u>Phone / Email</u>
<u>SERVICE AREA 1:</u>		
Brighton CSD	_____	_____
East Rochester UFSD	_____	_____
Fairport CSD	_____	_____
Webster CSD	_____	_____
West Irondequoit CSD	_____	_____
<u>SERVICE AREA 2:</u>		
Hilton CSD	_____	_____
Monroe 2-Orleans BOCES	_____	_____



**BIDDER'S AUTHORIZED BRAND LIST FOR**  
**COOPERATIVE FOOD SERVICE EQUIPMENT**  
**REPAIR, MAINTENANCE AND INSTALLATION SERVICE**

Bidders are required to provide authorized brands (covered under warranty)

Company Name \_\_\_\_\_

Brand

\_\_\_\_\_

\_\_\_\_\_

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**SPECIFICATIONS FOR**  
**COOPERATIVE FOOD SERVICE EQUIPMENT**  
**REPAIR, MAINTENANCE AND INSTALLATION SERVICE**

This invitation for bids describes a contract to provide repair, maintenance and installation service for food service equipment and/or culinary classroom equipment. The award will be recommended to the lowest responsive and responsible bidder for each type of food service equipment (non-refrigerated and refrigerated) and each Service Area (Service Area 1 and Service Area 2) based on the service hours estimated times the bid hourly rates plus the cost of materials estimated plus the bid markup percentage. Monroe 2-Orleans BOCES reserves the right to recommend the award in whatever manner serves the best interest of bid participants.

**BID PROPOSALS (VENDOR BID SUBMISSION FORMS)**

Bids should be submitted on the Bid Proposal forms; an Excel file of this form is provided as a convenience to bidders, however, only a printed copy of the form will be accepted as a bid submission. No bids may be submitted electronically.

A vendor should bid only on those service areas they can fulfill. Bid pricing submitted shall the hourly rates for straight time, overtime, and holidays. It shall be inclusive of all charges for work performed only while on site; no additional charges such as minimum charge, service charge, fuel surcharges, trip or travel charges, etc. will be permitted. Bid markup percentage shall be the percentage over the bidder's cost that will be applied to materials/parts/equipment used to complete the service.

All shaded boxes should be completed for each bid submitted. If any computational error is discovered, the hourly rate bid and the materials/parts/equipment markup percentage bid will be used to recalculate the totals and determine the low bidder.

**ESTIMATED QUANTITIES**

Bid proposal forms provide estimated quantities of the number of service hours and the amount of materials/parts/equipment to be used during the contract period. These estimates do not guarantee maximum or minimum quantities for the contract period; this is noted as an exception to General Conditions.

**QUALIFICATIONS OF BIDDERS**

In determining the qualifications of a bidder, the record of performance of any similar contract previously entered into with any bid participant or any other public body will be considered. Monroe 2-Orleans BOCES reserves the right to reject any bidder deemed not properly qualified to carry out the obligations of the contract.

The bidder must certify that they have the ability to service multiple locations and school districts during an emergency period or because of an urgent need within 4 hours and routine service calls within 24 hours of notification unless a longer period is agreed to by the ordering district. Failure to have adequate customer service representatives, service staff, equipment, and service dispatched vans will be deemed

**SPECIFICATIONS FOR**  
**COOPERATIVE FOOD SERVICE EQUIPMENT**  
**REPAIR, MAINTENANCE AND INSTALLATION SERVICE (cont.)**

adequate reason for bid rejection or contract termination. Bid participants are not obligated to contract with an awarded vendor who cannot meet the service time requirements.

Service personnel shall have a minimum of (3) years experience in commercial food service equipment repair, maintenance and installation service. Vendors currently on the NYS Labor Department Debarred list will not be considered for award of this contract. By submitting a bid for consideration, the vendor is indicating to the BOCES 2 that they are currently in good standing with the NYS Department of Labor at the time of the bid. Contractor agrees to utilize diligence and its best effort to diagnose the situation and complete the service to meet or exceed industry standard.

**QUOTATIONS AND ORDERING**

The awarded bidder(s) must be able to respond to requests for routine or non-emergency job estimates within (2) working days of the request, and respond to emergency or urgent service within (4) hours. Time used for inspecting and developing estimates are at the awarded bidder's expense. Written quotations should provide a 'not to exceed' estimate for each work project prior to commencement of any work. Estimates must include: total labor cost with breakdown of number of workers and number of hours, total materials/parts/equipment cost with detailed breakdown of materials/parts/equipment required, specifics of work to be done, number of days to complete the work and number of days needed to start the job after receiving a purchase order. Participants reserve the right to purchase materials/parts/equipment from other sources if such purchases result in savings to the districts.

**INVOICES**

Invoices presented must specific to the participant that issued the order and must be accurate, noting Purchase Order number with the details of the service, materials/parts/equipment provided, all credits due, and early payment discount options. Inaccurate invoices will not be considered for payment until corrected; any payment terms will be applicable from the date the accurate invoice is received. Payment of invoices is the responsibility of the participant that issued the purchase order.

Invoices must reflect only actual hours worked at the work site, rounded to the nearest quarter (1/4) hour; actual hours worked shall not include meal breaks or other down time. No travel time or minimum charges are allowed.

The awarded bidder may be required to furnish copies of invoices from their suppliers as it relates to materials/parts/equipment furnished to participating districts.

Invoices must be accompanied by certified payroll information; receipt of certified payroll information is a condition of invoice payment.

**SPECIFICATIONS FOR**  
**COOPERATIVE FOOD SERVICE EQUIPMENT**  
**REPAIR, MAINTENANCE AND INSTALLATION SERVICE (cont.)**

**PREVAILING WAGES**

PRC# 2016010099 is assigned to this project; a copy of the most current prevailing wage rate as of the printing of this document has been provided as a reference only. The awarded bidder(s) is required to conform to all current NYS prevailing wage laws, and is responsible for complying with all current labor rates and regulations throughout the duration of any contract resulting from this document. Current rates are available via the internet:

<https://applications.labor.ny.gov/wpp/publicViewProject.do?method=showIt&id=1323163>

**RESPONSIBILITIES OF VENDORS**

The awarded vendor shall provide a one (1) year warranty on all labor and workmanship performed; and shall also provide either a one (1) year period or the full manufacturer's warranty, whichever is greater, on all materials\parts\equipment supplied. Any repair, replacement, or installation for any and all failures within the warranty period will be at the expense of the contractor, and must be completed within a timeframe as required by the affected district.

The awarded vendor shall be responsible for the all labor, materials/parts/equipment and supervision necessary for required repair, maintenance, installation, testing, and inspection of the equipment according to the manufacturer's recommendations and warranty policy. Contractor owned equipment shall not be chargeable directly but should be considered as Contractor's overhead and shall be included in the hourly rates quoted for labor and services.

The awarded vendor shall be responsible for repairing and replacing anything damaged by its operations within (30) days of notification that damage has occurred.

Upon notice of award, vendor shall submit certificates of insurance including proof of Workers Compensation Insurance, proof of disability insurance, and proof of bodily injury and property damage and liability in the amount no less than \$1,000,000 per occurrence, and any other proof of insurance as required by the bid participants.

In all operations connected with the work herein specified, all city and town ordinances and laws controlling or limiting in any way the action of those engaged in the work must be respected and strictly complied with. Contractor must obtain all licenses, permits and fees paid if and as required at their expense. Participating district may require additional documentation at their discretion or as directed by their Board of Education policy.

Any materials required by an order that are deemed hazardous will be packaged, marked, and shipped by the Seller to comply with all present and future federal, state, and local regulations. All SDS sheets are to be directed to the attention of the ordering district.

**SPECIFICATIONS FOR**  
**COOPERATIVE FOOD SERVICE EQUIPMENT**  
**REPAIR, MAINTENANCE AND INSTALLATION SERVICE (cont.)**

**UNRESOLVED COMPLAINTS**

An awarded vendor and participant shall use best effort to resolve any dispute between them. Both the districts and the awarded vendor will submit complaints in writing to Monroe 2-Orleans BOCES bid coordinator within four (4) days of occurrence. The coordinator will maintain a file of all complaints that are submitted from districts and vendors, including those resolved and unresolved. Monroe 2-Orleans BOCES reserves the right to consider these as part of a vendor performance evaluation.

**DISCREPANCIES OR OMISSIONS**

Should any prospective bidder find discrepancies or omissions in the specifications, they shall notify the bid coordinator at once in writing, who will then provide written instructions to all bidders.

**ADDITIONAL PARTICIPANTS**

Monroe 2-Orleans BOCES wishes to make this contract available to additional participants not listed in these specifications as permitted under NYS General Municipal Law. Request for participation should be forwarded to Monroe 2-Orleans BOCES. Upon receipt of the consent of the awarded vendor(s), Monroe 2-Orleans BOCES will advise both the additional participant(s) and vendor(s).

**EMERGENCY CLOSING**

In the event of an emergency closing on the bid opening date, the bid opening shall take place on the next business day at the same location and at the same time as listed in these specifications.

PARTICIPATING DISTRICTS AND SERVICE AREAS  
COOPERATIVE FOOD SERVICE EQUIPMENT  
REPAIR, MAINTENANCE AND INSTALLATION SERVICE

SERVICE AREA 1

BRIGHTON CSD  
EAST ROCHESTER UFSD  
FAIRPORT CSD  
WEBSTER CSD  
WEST IRONDEQUOIT CSD

SERVICE AREA 2

HILTON CSD  
MONROE 2-ORLEANS BOCES

TYPES OF EQUIPMENT TO BE SERVICED  
COOPERATIVE FOOD SERVICE EQUIPMENT  
REPAIR, MAINTENANCE AND INSTALLATION SERVICE

The following list is representative of equipment found in the participants' locations:

REFRIGERATED

Refrigerators  
Walk-in coolers  
Freezers  
Ice Makers  
Circulation Fan

NON-REFRIGERATED

Ranges  
Ovens  
Warming cabinets  
Steam tables  
Coffee makers  
Toasters  
Food Mixers  
Slicers  
Choppers  
Can Crushers  
Food conveyors  
Dishwashers  
Disposals

## GENERAL CONDITIONS

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

**BOARD OF COOPERATIVE EDUCATIONAL SERVICES  
MONROE AND ORLEANS COUNTIES SECOND SUPERVISORY DISTRICT  
3599 Big Ridge Road  
Spencerport, NY 14559**

All invitations to bid issued by the above named school district 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 school district.

### DEFINITIONS

<b>"School district"</b>	Shall be the legal designation of the district.
<b>"Notice to bidders"</b>	A formal statement which, when issued by the school district, constitutes an invitation to bid on the materials, supplies and equipment described by the specifications.
<b>"Board"</b>	The board of education of the school district.
<b>"Bid"</b>	An offer to furnish materials, supplies, and/or equipment in accordance with the invitation to bid, the general conditions, special instructions, and the specifications.
<b>"Bid offer"</b>	The form on which the bidder submits the bid.
<b>"Bidder"</b>	Any individual, company, or corporation submitting a bid.
<b>"Contract"</b>	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 school district representative.
<b>"Successful bidder"</b>	Any bidder to whom an award is made by the school district.
<b>"Contractor"</b>	Any bidder to whom a contract award is made by the board of education.
<b>"Specification"</b>	Description of materials, supplies and/or equipment and the number/amount requested 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 school district. 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 that is 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 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 service, supplies, materials, or equipment required and a representation that the bidder can furnish the service, supplies, materials, or equipment satisfactorily in complete compliance with the specifications.
7. No alteration, erasure, or addition is to be made in the typewritten or printed matter. Deviations from the specifications must be set forth in space provided in bid for this purpose.
8. Prices and information required should be typewritten for legibility. Illegible or vague bids may be rejected. All signatures must be written. Facsimile, printed, or typewritten signatures are not acceptable.
9. Sales to school districts are not affected by any fair trade agreements. (General Business Law, Sec. 369-a, sub. 3).
10. No charge will be allowed for Federal, State, or municipal sales and excise taxes since the school district 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. 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 the 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 school district, 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 school district, 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 school district in the form of addenda to the specifications. All addenda so issued shall become a part of the contract documents.
20. If the supplies, materials, or equipment are to be delivered over an extended period of time, or if the specifications so state, then the successful bidder may be required to execute an agreement in relation to the performance of his contract, such agreement to be executed by the bidder within 15 days after notification to execute such contract. If the specifications so state, the successful bidder also may be required to furnish a performance bond equal to the full amount of the contract to guarantee the faithful performance of such contract. Such performance bond shall be maintained in full force and effect until the contract shall have been fully performed. The Surety Company furnishing such performance bond shall be authorized to do business in the State of New York and must be satisfactory to the school district. The successful bidder shall execute the performance bond at the time of the execution of the contract by the successful bidder and the 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 school district reserves the right to request a representative sample of the item quoted upon either prior to the award or before shipments is made. If the sample is not in accordance with the requirements of the specification, the school district 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 school district will not be responsible for any samples destroyed or mutilated by examination or testing. The bidder at his expense shall remove samples. Samples not removed within fifteen (15) days after written notice to the bidder will be regarded as abandoned and the school district 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 school district. 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, 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 school district reserves the right to reject all bids. Also reserved is the right to reject, for cause, any bid in whole or in part to waive technical defects, qualifications, irregularities, and omissions, if in its judgment the best interests of the district 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 school district 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 a total sum or sums, the right is reserved to award contracts on total sum or sums, whichever is in the best interests of the school district.
29. If two or more bidders submit identical bids as to price, the decision of the board to award a contract to one of such identified 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 board, to furnish any or all of the items described therein shall constitute a contract between the successful bidder and the school district. 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 school district 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 school district, or fails to make replacement of rejected articles, when so requested immediately or as directed by the school district, the school district may purchase from other sources to take the place of the item rejected or not delivered. The school district reserves the right to authorize immediate purchase from other sources against item rejections or not delivered on any contract when necessary. On all such purchases the successful bidder agrees to reimburse the school district 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, the successful bidder from the premises of the school district must remove them within ten (10) days of notification. Rejected items left longer than ten (10) days will be regarded as abandoned, and the school district 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 school district.
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 school district.

## 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 school district 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 school district 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.

#### **GUARANTEES BY THE SUCCESSFUL BIDDER**

43. The successful bidder guarantees:
  - (a) His products against defective material or workmanship and to repair or replace any damages or marring occasioned in transit.
  - (b) To furnish adequate protection from damage for all work and to repair damages of any kind for which he or his workmen are responsible, to the building or equipment, to his own work, or to the work of other successful bidders.
  - (c) To carry adequate insurance to protect the school district 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 school district.

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 school district.

## DELIVERY

44. Delivery must be made in accordance with the instructions to bidders and specifications. If delivery instructions do not appear on order, it will be interpreted to mean prompt delivery. The decision of the school district as to reasonable compliance with delivery term shall be final.
45. The school district will not accept any deliveries on Saturday, Sundays, or legal holidays, except commodities required for daily consumption or where the delivery is for an emergency.
46. Items shall be securely and properly packed for shipment, storage, and stocking in shipping containers and according to acceptable commercial practice, without extra charge for packing cases, baling or sacks.
47. The successful bidder shall be responsible for the delivery of items in good condition. He shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. The receiving school district will note for the benefit of successful bidder when packages are not received in good condition.
48. Unless otherwise stated in the specifications, all items must be delivered into and placed at a point within the building as directed by the shipping instructions or the agent for the school district. The successful bidder will be required to furnish proof of delivery in every instance.
49. Unloading and placing of the equipment and furniture is the responsibility of the successful bidder, and the school district 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 school district, and suppliers should notify their truckers accordingly.
50. All deliveries shall be accompanied by delivery tickets or packing slips. Ticket shall contain the following information for each item delivered:

Contract Number and/or Purchase Order Number

Name of Article

Item Number (if applicable)

Quantity

Name of the Successful Bidder

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

## **PAYMENTS**

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

## **SAVING CLAUSE**

54. The successful bidder shall not be held responsible for any losses resulting if the fulfillment of the terms of the contract shall be delayed or prevented by wars, acts of public enemies, strikes, fire, 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.

**BID PROPOSAL FOR COOPERATIVE FOOD SERVICE EQUIPMENT REPAIR, MAINTENANCE AND INSTALLATION SERVICE - SERVICE AREA 1**

**REFRIGERATED**

BIDDER _____				
RATE	DAYS AND HOURS OF OPERATION	A HOURLY RATE	B ESTIMATED HOURS	EXTENDED COST (A x B)
STRAIGHT TIME			235	\$0.00 <b>C</b>
OVERTIME			48	\$0.00 <b>D</b>
HOLIDAY			10	\$0.00 <b>E</b>
		F MARK UP PERCENT	G ESTIMATED MATERIALS	EXTENDED COST (F/100)*G)+G
MATERIALS/ PARTS/ EQUIPMENT MARKUP			16000	\$16,000.00 <b>H</b>
				TOTAL BID (C+D+E+H)
				\$16,000.00
NUMBER OF TRAINED SERVICE TECHNICIANS				
NUMBER OF SERVICE VEHICLES AVAILABLE				

**BIDDER'S CERTIFICATION:**

I hereby certify that my corporation can service the multiple locations as listed in the bid specifications, same day as required for emergency/urgent service within a 4 hour period, or for non-emergency/urgent service within the time specified by the participant at the time of the service request. I certify that my service location is within 50 miles of all participants, and that I have service staff and vehicles to service all participants as needs arise.

signed	date
print name	company

**NON-REFRIGERATED**

BIDDER _____				
RATE	DAYS AND HOURS OF OPERATION	A HOURLY RATE	B ESTIMATED HOURS	EXTENDED COST (A x B)
STRAIGHT TIME			285	\$0.00 <b>C</b>
OVERTIME			45	\$0.00 <b>D</b>
HOLIDAY			10	\$0.00 <b>E</b>
		F MARK UP PERCENT	G ESTIMATED MATERIALS	EXTENDED COST (F/100)*G)+G
MATERIALS/ PARTS/ EQUIPMENT MARKUP			16000	\$16,000.00 <b>H</b>
				TOTAL BID (C+D+E+H)
				\$16,000.00
NUMBER OF TRAINED SERVICE TECHNICIANS				
NUMBER OF SERVICE VEHICLES AVAILABLE				

**BIDDER'S CERTIFICATION:**

I hereby certify that my corporation can service the multiple locations as listed in the bid specifications, same day as required for emergency/urgent service within a 4 hour period, or for non-emergency/urgent service within the time specified by the participant at the time of the service request. I certify that my service location is within 50 miles of all participants, and that I have service staff and vehicles to service all participants as needs arise.

signed	date
print name	company



**BID PROPOSAL FOR COOPERATIVE FOOD SERVICE EQUIPMENT REPAIR, MAINTENANCE AND INSTALLATION SERVICE - SERVICE AREA 2**

**REFRIGERATED**

BIDDER _____				
RATE	DAYS AND HOURS OF OPERATION	A HOURLY RATE	B ESTIMATED HOURS	EXTENDED COST (A x B)
STRAIGHT TIME			125	\$0.00 C
OVERTIME			15	\$0.00 D
HOLIDAY			5	\$0.00 E
		F MARK UP PERCENT	G ESTIMATED MATERIALS	EXTENDED COST (F/100)*G+G
MATERIALS/ PARTS/ EQUIPMENT MARKUP			10000	\$10,000.00 H
				TOTAL BID (C+D+E+H)
				\$10,000.00
NUMBER OF TRAINED SERVICE TECHNICIANS				
NUMBER OF SERVICE VEHICLES AVAILABLE				

**BIDDER'S CERTIFICATION:**

I hereby certify that my corporation can service the multiple locations as listed in the bid specifications, same day as required for emergency/urgent service within a 4 hour period, or for non-emergency/urgent service within the time specified by the participant at the time of the service request. I certify that my service location is within 50 miles of all participants, and that I have service staff and vehicles to service all participants as needs arise.

signed	date
print name	company

**NON-REFRIGERATED**

BIDDER _____				
RATE	DAYS AND HOURS OF OPERATION	A HOURLY RATE	B ESTIMATED HOURS	EXTENDED COST (A x B)
STRAIGHT TIME			60	\$0.00 C
OVERTIME			8	\$0.00 D
HOLIDAY			5	\$0.00 E
		F MARK UP PERCENT	G ESTIMATED MATERIALS	EXTENDED COST (F/100)*G+G
MATERIALS/ PARTS/ EQUIPMENT MARKUP			4500	\$4,500.00 H
				TOTAL BID (C+D+E+H)
				\$4,500.00
NUMBER OF TRAINED SERVICE TECHNICIANS				
NUMBER OF SERVICE VEHICLES AVAILABLE				

**BIDDER'S CERTIFICATION:**

I hereby certify that my corporation can service the multiple locations as listed in the bid specifications, same day as required for emergency/urgent service within a 4 hour period, or for non-emergency/urgent service within the time specified by the participant at the time of the service request. I certify that my service location is within 50 miles of all participants, and that I have service staff and vehicles to service all participants as needs arise.

signed	date
print name	company