

Management Services

LeRoy Services Center
80 Munson Street
LeRoy, New York 14482
(585) 344-7900
(585) 658-7900

Genesee-Livingston-Stauben
Wyoming Board of Cooperative
Educational Services

WWW.GVBOCES.ORG

- Alexander
- Attica
- Avon
- Batavia
- Byron-Bergen
- Caledonia-Mumford
- Dansville
- Elba
- Geneseo
- Keshequa
- LeRoy
- Letchworth
- Livonia
- Mount Morris
- Oakfield-Alabama
- Pavilion
- Pembroke
- Perry
- Warsaw
- Wayland-Cohocton
- Wyoming
- York

ATHLETIC/P.E. SUPPLIES BID GVBOCES 27-C

**Documents Included:
Legal Notice to Bidders
Instructions to Bidders
General Specifications
Exhibit A, B and C
Appendix A
And
Schedule 1 - Bid Forms Packet**

****New information in General Specification - #3 Award (g)****

****Note new bid requirements for Manual Bid Submissions****

Bids to be Opened: March 5, 2026

Time: 9:30 am

**Place: Genesee Valley BOCES
Cooperative Bidding
80 Munson Street
LeRoy, NY 14482**

Please note regarding Emergency Closing:

In the event that the LeRoy Services Center located at the address above is closed due to an emergency closing such as inclement weather, the bid opening will be held on the next business day at the same time noted in this bid; bids will be received until this time. However, emergency closings will not affect electronic bid submission date.

Vendor # _____
(GVBOCES USE ONLY)

**Board of Cooperative Educational Services
Genesee-Livingston-Steuben-Wyoming Counties**

LEGAL NOTICE TO BIDDERS

The Board of Cooperative Educational Services of Genesee -Livingston-Steuben-Wyoming Counties in the Village of Le Roy, (In Accordance with Section 103 of Article 5 - A of General Municipal Law) hereby invites the submission of Sealed Bids for:

Athletic/P.E. Supplies Bid GVBOCES 27-C.

Manual Bid Submission: All bid documents for **sealed bid submission** may be obtained by emailing the Cooperative Bidding Office at: coopbidding@gvboces.org

New this year, as part of the manual bid submission process, all vendors will be required to submit the GV BOCES “Vendor Bid Response excel file” on a flash drive. In order to obtain the “Vendor Bid Response excel file”, vendors will be required to either download the file from BidNet Direct or email the Cooperative Bidding Office at: coopbidding@gvboces.org to request the file. A GV BOCES flash drive will be provided to any vendor who requests one, otherwise vendors can choose to use their own flash drive. All flash drives need to be submitted with the sealed bid documents. **Sealed Bids** will be accepted until 9:30 am, on March 5, 2026 at the Genesee Valley BOCES, 80 Munson Street, LeRoy, NY 14482.

BidNet Direct Submission: All bid documents may be obtained at: www.bidnetdirect.com/genesee-valley-boces. If submitting **through BidNet Direct bids** need to be uploaded to: www.bidnetdirect.com/genesee-valley-boces by 9:30 am, on March 5, 2026. Online bidding system closes at exactly 9:30 am. Please allow sufficient time to upload your documents. Late submittals will not be accepted.

Bid documents obtained from any other source are not considered official copies.

All bid submissions will be publicly opened and read beginning at 9:30 am.

GV BOCES reserves the right to reject any and all bids.

By: Christine Ceru

Date: February 5, 2026

**Board of Cooperative Educational Services
Genesee-Livingston-Steuben-Wyoming Counties**

INSTRUCTIONS TO BIDDERS

These instructions shall be part of the bid specifications. Failure to read and understand all the instructions and specifications in the bid will not exempt an awarded vendor from compliance with those instructions and specifications.

1. Read all bid documents contained in this package to ensure bid compliance including Schedule 1 – Bid Forms Packet.
2. Bid documents may be obtained through the Cooperative Bidding Office by emailing: coopbidding@gvboces.org or they can also be obtained through BidNet Direct at: www.bidnetdirect.com/genesee-valley-boces Bid documents obtained from any other source are not considered official copies.
3. All submitted documents shall remain the property of GV BOCES. Each bidder only needs to include completed pages from Schedule 1 – Bid Forms Packet and the required Vendor Bid response excel file with their bid submission.
4. No discounts for total award will be considered.
5. There will be no award for any bid item submitted with the brand Simoniz.
6. No shipping, delivery, handling or fuel surcharges allowed.
7. District contact information is provided on Exhibit A.
8. Prices given by the vendor in this bid document shall be binding for the following contract period; April 1, 2026 through March 31, 2027.
9. Provide catalogs and/or access to online catalog. If no catalog or online access is provided, it could negatively impact the evaluation process for awarding the bid.
10. Each bidder must state that no officer of GV BOCES or member of the Board is directly or indirectly interested in the proposal. A BID PROPOSAL CERTIFICATIONS form is included in Schedule 1 and becomes part of this bid proposal. Failure to sign this statement may constitute grounds for rejection of bid.
11. **For all bids being submitted as a manual bid submission (hand delivered or mailed) the following applies:**
 - a. All submitted documents **must be completed in ink (no pencil)**.
 - b. Any information hand written by the vendor must be clear and legible.
 - c. Signatures are required where indicated on all forms. Electronic signatures are acceptable. An electronic signature shall include faxed versions of an original signature, electronically scanned and transmitted versions of an original signature. Printed or typewritten signatures are not acceptable.
 - d. Prior to bid opening, if samples are requested, mail them to: Cooperative Bidding Office, 80 Munson St.; LeRoy, NY 14482. **Samples must be clearly labeled with bidder's name, bid title and bid item number.**
 - e. Complete the forms included in Schedule 1 – Bid Forms Packet:
 - i. Bidder's Company Information & Signature Page
 - ii. Bid Proposal Certification
 - iii. Iran Divestment Act Certification
 - iv. Bidder's Customer References
 - v. Catalog/Item Discounts Bid Offering
 - vi. Bidder's Exception Form
 - vii. Non-Bidders Response Form (only if applicable)
 - viii. W-9 – Complete with signature and date
 - f. All manual bid submissions are required to use the **Vendor Bid Response excel file** found either on BidNet Direct or by emailing the Cooperative Bidding Office at: coopbidding@gvboces.org
 - i. The Vendor Bid Response excel file must be submitted on a flash drive.
 - ii. A GV BOCES flash drive will be provided to any vendor who requests one, otherwise vendors can choose to use their own flash drive.
 - iii. See Exhibit B for instructions on how to complete the Vendor Bid Response excel file.
 - g. To submit a manual bid, return all the completed items listed in #11 e. and the flash drive containing the Vendor Bid Response excel file required in #11 f. in a sealed envelope labeled with the bid title, bid number, bid opening date and time, bidder's name, and bidder's address to:

Genesee Valley BOCES
Attn: Christine Ceru
80 Munson Street
LeRoy, NY 14482

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- h. All bids received after the time stated in the Legal Notice to Bidders will not be considered and will be returned unopened to the bidder. The envelope will be marked with the date and time of receipt and returned to the vendor, unopened. The bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of GV BOCES. Whether sent by mail or by means of personal delivery, the bidder assumes responsibility for having the bid deposited on time at the place specified.
 - i. Failure to comply with the instructions for Manual bid submissions 11.a.- 11.h. could result in rejection of bid.
- 12. For all bids being submitted electronically through BidNet Direct the following applies:**
- a. BidNet Direct is the electronic platform Genesee Valley BOCES is utilizing for the electronic bid process.
 - b. Free vendor registration is required to view the bid documents. You can register to become a bidder online at www.BidNetDirect.com. If you have trouble with the website or vendor registration, please contact BidNet Direct Vendor Support Department at 1-800-835-4603 option 2.
 - c. Do not password protect the excel file.
 - d. E-mailed or faxed responses are not acceptable.
 - e. All bid forms included in Schedule 1 – Bid Forms Packet must be uploaded to: www.bidnetdirect.com/genesee-valley-boces in order to be submitted electronically.
 - f. The Vendor Bid Response excel file must be uploaded to: www.bidnetdirect.com/genesee-valley-boces in the same format.
 - g. See Exhibit B for instructions on how to complete the Vendor Bid Response excel file.
 - h. If any information on the forms that are required to be uploaded are hand written by the vendor, they must be clear and legible.
 - i. Signatures are required where indicated on all forms being uploaded. Electronic signatures are acceptable. An electronic signature shall include faxed versions of an original signature, electronically scanned and transmitted versions of an original signature. Printed or typewritten signatures are not acceptable.
 - j. Prior to bid opening, if samples are requested, mail them to: Cooperative Bidding Office, 80 Munson St.; LeRoy, NY 14482. Samples must be clearly labeled with bidder's name, bid title and bid item number.
 - k. Complete the forms included in Schedule 1 – Bid Forms Packet:
 - i. Bidder's Company Information & Signature Page
 - ii. Bid Proposal Certification
 - iii. Iran Divestment Act Certification
 - iv. Bidder's Customer References
 - v. Catalog/Item Discounts Bid Offering
 - vi. Bidder's Exception Form – New Form
 - vii. Non-Bidders Response Form (only if applicable)
 - viii. W-9 – Complete with signature and date
 - l. For all bids being submitted through BidNet Direct, you must use the Vendor Bid Response excel file found on BidNet Direct. When completed, the excel file must be uploaded to: www.bidnetdirect.com/genesee-valley-boces
 - m. To submit a bid, upload all the required items listed in #12 k. and the Vendor Bid Response excel file required in #12 l.
 - n. Online bidding system closes at exactly the time stated in the Legal Notice to Bidders. Please allow sufficient time to upload your documents. Late submittals will not be accepted. Emergency closings will not affect electronic bid submission date.
 - o. Failure to comply with the instructions for BidNet Direct submissions 12.a.- 12.n. could result in rejection of bid.

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GENERAL SPECIFICATIONS

This is a cooperative bid involving a number of participating school districts. By signing and submitting this bid for consideration by Genesee Valley BOCES (hereinafter called 'GV BOCES'), the vendor acknowledges that they have read, understand and agree to all aspects of the specifications as presented, without reservation or alteration.

1. GENERAL BID CONDITIONS

- a. It shall be understood that a bidder may submit only one bid for each line item and only one bid package for award consideration. Submission of more than one bid per item or more than one bid package shall be deemed collusion and that all bids received from the submitting bidder shall be rejected. It shall also be understood that substitute items will be evaluated; however, only one substitute line item will be accepted per item. Any additional substitute line items submitted will be rejected and not considered for bid award.
- b. No interpretation of the meaning of the specifications or other contract document will be made to any bidder orally. For any bid responding as a manual submission, every request for such interpretation shall be in writing, to the Purchasing Agent, not less than five (5) days prior to the date of the bid opening. For any bid responding electronically, go to the "Question Acceptance Deadline" section in BidNet Direct to enter your question by the date indicated. Notice of any and all such interpretations and any supplemental instructions will be sent to all bidders of record by GV BOCES in the form of an addenda to the specifications. Any addenda so issued shall become part of the bid document.
- c. Units of Measure and container sizes are important. An awarded vendor will be held to their pricing provided for the unit of measure and container sizes specified unless the vendor modifies the unit of measure or container size when completing their bid document.
- d. 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.
- e. All bid submissions are required to submit the Vendor Bid Response excel file either by uploading to BidNet Direct for electronic submissions or submitting a flash drive with manual submissions. See Exhibit B and Exhibit C for complete instructions.
- f. GV BOCES does not offer or supply anyone with the list of vendors that have obtained a copy of the bid specifications or any cost estimates for a project prior to the opening of the bid. No exceptions are made to this policy.
- g. GV BOCES reserves the right to allow all municipalities, political sub-divisions of New York State and not-for-profit organizations authorized under the General Municipal Law 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 100-104. However, it is understood that the extension of such contracts is at the discretion of the vendor and the vendor is only bound to any contract between GV BOCES and the vendor.

Any necessary deviations from the bid specifications in the award of a participant contract, whether such deviations relate to quantities, or delivery points, shall be resolved between the awarded vendor(s) and the other municipalities, political sub-divisions of New York State or not-for-profit organizations.

- h. In accordance with New York State General Municipal Law, GV BOCES will not be liable for any purchases or contracts for goods or services for which funding is not available. As a result, the vendor agrees to hold GV BOCES harmless for any contracts let for which funding either does not currently exist, or for which funding has been removed prior to the issuance of a purchase order by GV BOCES or our participating districts.

Issuance of a purchase order by GV BOCES or our participating districts indicates that they currently have and have set aside adequate funds to procure the goods and services indicated in the purchase order or contract. Receipt of a resolution by their Board is not in and of itself a binding contract with GV BOCES or our participating districts.

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Should it become necessary for GV BOCES or our participating districts to cancel a project or purchase after a purchase order has been issued, GV BOCES and our participating districts will only be liable for and the vendor agrees to only assess those financial damages that it can prove to have incurred as a result of the cancellation.

2. ACCEPTANCE OR REJECTION

- a. Any deviation from the adherence to these specifications may exclude the bidder from consideration.
- b. Awards will be made as soon as practical after bid opening. GV BOCES reserves the right to reject or waive all informalities in any bid received, and to reject all bids and re-advertise if such procedure is in the best interest of GV BOCES. Bids offering terms other than those contained in the specifications may be rejected.

3. AWARD

- a. Various brand names that may be mentioned in these specifications are given to establish a standard of quality. It is not our intent to limit awards to any one brand, but rather to set a standard and establish a basis for equality. However please note, there may be item(s) that clearly state "NO SUBSTITUTES".
- b. If two or more bidders submit identical bids as to price, quality, etc., the decision to award a contract to one of such identical bidders shall be final.
- c. The awarded vendor(s) shall supply all guarantees, service warranties and manuals where applicable.
- d. All regularly manufactured stock electrical items must bear the label of the Underwriters' Laboratories, Inc.
- e. Notice of Award will be made to the successful bidder(s) upon completion of the bid analysis process.
- f. GV BOCES reserves the right to award by item, by sub-category, or by total, whichever is in the best interest of GV BOCES and the participating districts.
- g. As part of the evaluation process, a comprehensive review is conducted that goes well beyond pricing alone. For some bids, hands-on testing is performed for all submitted product samples. Each item is evaluated for durability, performance, and overall quality through physical testing methods such as stretching, pulling, and detailed inspection. The goal is to select products that provide the best overall value to GV BOCES and our participating districts.
 - i. If a product sample is required for a specific item but not submitted, that vendor's bid is not considered in the evaluation. However, the vendor is not disqualified from the bid as a whole.
 - ii. If no samples were provided by any vendor for a given item when required per the bid, alternative methods are used to assess suitability, such as reviewing vendor catalogs and online descriptions to verify whether or not an item meets the bid item specifications.
 - iii. If a specific brand name is required for an item and a substitute item is submitted, the award will be made to the vendor providing the best price for the specific brand and packaging size requested on the bid and no consideration will be given to a substitute item.
 - iv. If a specific brand name is required for an item and all vendors substituted the bid item, then an alternative method is used to assess suitability, such as reviewing vendor catalogs and online descriptions to verify whether or not an item meets the bid item specifications. It is possible for no award to be made, if it is determined that the substituted item does not meet the required standards.
 - v. While pricing is a significant factor, it is not the sole determinant. Final selections are based on a balanced consideration of cost, product quality, performance reliability, and overall value.
- h. The award, if made, can be expected by March 31, 2026.

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4. BID SECURITY

- a. If the supplies, materials or equipment are to be delivered over an extended period of time, or if the specifications so state, the awarded vendor may be required to execute an agreement in relation to the performance of such contract. If the specifications so state, the awarded vendor also may be required to furnish a performance bond equal to ten percent (10%) of the contract to guarantee faithful performance of such contract. Such performance bond shall be maintained in full force and effect until the contract has been fully performed. The surety company furnishing each performance bond shall be authorized to do business in the State of New York and must be satisfactory to GV BOCES or our participating districts.

5. CATALOG/WEBSITE INSTRUCTIONS

- a. Bidders must supply with their bid packet, either access to their online catalog (including login/password if needed to access catalog items) or one (1) hard copy of their current catalog(s). These will be used in the analysis of the bid submitted. Bidders who do not submit these required items may be considered non-responsive.

6. CONTRACT

- a. A contract may be canceled at the awarded vendor's expense upon nonperformance of contract.
- b. Termination for Convenience: GV BOCES, by 30 days written notice, may terminate this contract, in whole or in part, when it is in the best interest of GV BOCES and our participating districts. If this contract is so terminated, GV BOCES and our participating districts shall be liable only for payment in accordance with the payment provisions of this contract for services rendered and/or supplies received prior to the effective date of termination. The right for GV BOCES to terminate shall be in addition to any other remedies available under law.
- c. Cancellation of contract for any reason may result in removal of the awarded vendor's name from mailing lists for future proposals for an indeterminate period.
- d. It is mutually understood and agreed that the awarded vendor shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or right, title, or interest therein, or power to execute such contract, to any other person, company, or corporation, without the previous written consent of GV BOCES.
- e. Provided it is mutually agreeable between the vendor and GV BOCES, on behalf of our participating districts, the contract prices may be extended beyond the expiration date of the contract period.
- f. Unless otherwise specified, a notice to the awarded vendor by the issuance of purchase orders along with the specifications and bid offer to the bidder will constitute and create a contract. GV BOCES reserves the right to hold all bids for forty-five (45) days subsequent to the opening of bids for examination and consideration.
- g. A contract shall bind the awarded vendor on their part to furnish and deliver at the awarded prices and in accordance with the conditions of this bid. Price adjustments are strictly prohibited unless an awarded vendor follows the price adjustment process outlined in Section 16. Contracts shall bind GV BOCES and our participating districts on its part to order from the awarded vendor and to pay the contract prices for all items ordered and delivered.
- h. If the awarded vendor fails to deliver within the time specified, or within reasonable time as interpreted by GV BOCES and our participating districts, or fails to make replacement of rejected items, GV BOCES and our participating districts may purchase from other sources to take the place of the item rejected or not delivered. GV BOCES and our participating districts reserve the right to authorize immediate purchase from other legally available sources against rejections on any contract when necessary.

7. ESTIMATED QUANTITIES

- a. All items awarded are available to be purchased by GV BOCES and all participating districts, whether or not quantities were estimated for any item.

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- b. GV BOCES and our participating districts reserve the right to purchase items from any other bids allowable under New York State General Municipal law, including but not limited to New York State contracts should doing so result in savings.
 - c. Any quantities shown on the Vendor Bid Response excel file are estimates only. GV BOCES solicits bids on a "more-or-less" basis: i.e., the prices bid by a vendor shall apply whether or not GV BOCES or our participating districts order more or less of any of the quantities shown. GV BOCES does not guarantee the quantities to be ordered. The award decision will be based on vendor responses and those responses which are in the best interest of GV BOCES and our participating districts.
8. EXCESSIVE DELAY
- a. It is expected that the delivery of items will be received by the ordering district within thirty (30) days from receipt of order by the vendor. If delivery by the vendor is delayed by more than fifteen (15) business days after the thirty (30) day delivery time frame, the ordering district reserves the right to terminate the order of any or all undelivered units.
9. INVOICES
- a. Invoices presented must be specific to the organization that issued the purchase order and must be accurate, noting purchase order number, name of item, item number, quantity shipped, bid pricing per unit, extended cost, and all credits due. Credits must reference original invoice. Early payment discount option should be noted on invoices.
 - b. For services such as refuse, invoices must list the specific date(s) of service and price per pick-up for each container.
 - c. Inaccurate invoices will not be considered for payment until correct. Payment terms will be applicable from the date the corrected invoice is received.
 - d. Payment of invoices is the responsibility of the organization that issued the purchase order.
10. ORDERING
- a. No minimum order shall be required. Purchase orders will be issued by GV BOCES or a participating district for actual quantities needed.
 - b. GV BOCES and our participating districts will purchase by item, by groups, or by total, whichever is in their best interest.
 - c. No legal or financial obligations to vendors are created or implied by the participation in this bid.
11. SAFETY DATA SHEETS (SDS)
- a. A current SDS must be included with each shipment of all hazardous chemical products. This is required to comply with the federal Occupational Safety and Health Administration's (OSHA) Hazard Communication Standard (HCS) and the New York State Right to Know Law.
 - b. All Safety Data Sheets (SDS) **must be provided at no charge** to GV BOCES and all participating districts.
 - c. Failure to comply with these requirements may result in the awarded vendor being deemed non-responsible. In any case, GV BOCES reserves the right to consider a vendor's non-compliance when evaluating future bids.
12. MINORITY AND/OR WOMEN-OWNED BUSINESS ENTERPRISE (MWBE) REQUIREMENTS
- a. GV BOCES, in an attempt to encourage and promote participation from all vendor sources, and in accordance with General Municipal Law 103, advertises our legal bid notices in the official newspaper(s) of GV BOCES. Furthermore, when dictated by a source of funding, GV BOCES will make every effort to meet any additional MWBE requirements of said funding sources. GV BOCES will take all necessary affirmative steps as outlined by the funding source to assure that minority businesses, women's business enterprises, and labor surplus area firms are solicited and used when possible.

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13. NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

- a. See Appendix A for Contract Provisions as outlined in the Code of Federal Regulations Title II Grants & Agreements, Chapter II, part 200, Subpart D, 200.326 Contract Provisions.

14. PACKAGING AND DELIVERY

- a. 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 awarded vendor will be required to furnish proof of delivery in every instance.
- b. All deliveries shall be accompanied by delivery tickets or packing slips. Ticket shall contain the following information for each item delivered:
 - i. Contract number and/or Purchase Order Number
 - ii. Description of item
 - iii. Item number (if applicable)
 - iv. Quantity
- c. Failure to comply with this condition shall be considered sufficient reason for refusal to accept the goods.
- d. The awarded vendor shall be responsible for the delivery of items in good condition. If a delivery is not received in good condition, the receiving school district will notify the awarded vendor of the situation. The awarded vendor agrees to remove and replace any visibly damaged cartons and all products found damaged upon opening or products that do not meet specifications. The awarded vendor agrees to make good any discrepancies or errors found in receiving such as incorrect amounts, etc. Failure by the awarded vendor to remove damaged or incorrect products within thirty (30) days of delivery will be regarded as abandonment and the district will have the right to dispose of said items as it sees fit.
- e. **No shipping, delivery, handling or fuel surcharges allowed.**
- f. Delivery must be made in accordance with the proposal and specifications. The total order is to be delivered to the delivery address indicated on the purchase order. (See Exhibit "A" for district contact information).
- g. Unloading and placing of the supplies is the responsibility of the awarded vendor, and the school districts accept no responsibility for unloading and placing of supplies. Any costs incurred due to the failure of the awarded vendor to comply with this requirement will be charged to them. No help for unloading will be provided by the school district and supplier should notify their truckers accordingly. All supplies will be unloaded adjacent to the drop-off point and inside the building.
- h. If the supplies, materials, or equipment cannot be received during the period of time specified, alternate delivery dates may be provided by specific itemization as noted on district purchase orders and will be honored by the awarded vendor and school districts.

15. PAYMENTS

- a. Orders will be processed for payment when all items on a purchase order have been received in good order. Per GV BOCES policy, no partial payments will be made. Participating school districts will process payments per their District Purchasing Policy.
- b. All payments are made after services are rendered. Pre-payment for services is prohibited.
- c. ACH Payments – In addition to payment by check, the awarded vendor will accept payment from districts via the Automated Clearing House (ACH). Any district who selects the ACH payment option will provide the awarded vendor an authorization form to be completed and submitted by the vendor to the district.

16. PRICE ADJUSTMENTS

- a. All vendors, by submitting a bid, agree to hold all prices offered firm for a period of at least sixty (60) calendar days from the effective date of the bid.

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- b. Any request for a price adjustment after the sixty (60) day threshold defined in 16.a., requires the written consent of GV BOCES prior to any price adjustments being made.
- c. The request must be in accordance with the terms of this bid and applicable New York State law governing such contracts.
- d. A request for a price adjustment must be based on a verified increase in the cost of an item(s) to the awarded vendor from its supplier or manufacturer. The awarded vendor shall provide comprehensive documentation, including manufacturer invoices or other verifiable evidence, to support the requested increase.
- e. Requests for price increases based on the Consumer Price Index (CPI), Producer Price Index (PPI), or any other pricing index are strictly prohibited.
- f. **The awarded vendor may not institute any new pricing on any orders received from GV BOCES or it's participating districts until GV BOCES has provided written acceptance of said increase(s).** Any price adjustment approved by GV BOCES will be on a prospective basis only. Retroactive price adjustments are strictly prohibited.
- g. Price adjustment requests will only be allowed one (1) time within any thirty (30) consecutive day period.
- h. Additionally, no more than one (1) price adjustment request shall be allowed per item throughout the duration of the bid effective dates.
- i. GV BOCES reserves the right to audit and/or examine any pertinent books, documents, records or invoices relating to the bid or item(s) in question after reasonable notice and during normal business hours and to deny such proposed price adjustment. In the event GV BOCES denies such proposed price adjustment, GV BOCES reserves the right to rescind said item(s). GV BOCES and our participating districts reserve the right to purchase said rescinded item(s) according to their district purchasing policy.
- i. This section shall not be construed as a waiver of GV BOCES's right to enforce the contract pricing terms nor shall it limit any other remedies available to GV BOCES under the contract or applicable law.
- j. GV BOCES retains the right to determine whether such proposed increase will become effective only after GV BOCES receives a written request satisfying the requirements set forth in this Section 16 (a-h) and GV BOCES agrees to the price increase in writing which will be within 10 business days. If an increase is deemed unacceptable, GV BOCES reserves the right to cancel the contract or the respective line item(s).

17. RETURNS

- a. If the item or items called for in these specifications are delivered and fail to meet specifications in any respect, the awarded vendor will be notified and will arrange for their removal at no expense to the district. If items are not removed, arrangements will be made to have these items removed at the expense of the awarded vendor.

18. ROYALTIES AND PATENT RIGHTS

- a. The awarded vendor shall defend GV BOCES against all suits or claims for infringement of patent rights concerning materials delivered and shall save GV BOCES harmless from loss thereof.

19. SALES TAX

- a. Purchases made by GV BOCES and our participating districts are not subject to New York State sales tax or federal taxes. A letter from the New York State Department of Taxation and Finance detailing the tax status will be provided to awarded vendors upon request.

20. SAMPLES

- a. GV BOCES reserves the right to request a sample of any item bid prior to the award. Samples are required where indicated. If the sample is not in accordance with the requirements of the specification, GV BOCES may reject the bid.

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- b. Samples must be furnished free of charge and received prior to bid opening. Samples must be clearly labeled with bidder's name, bid title and bid item number.
- c. GV BOCES will not be responsible for any samples destroyed or mutilated by examination or testing.
- d. Samples not awarded can be returned at the bidder's expense, if bidder desires their return and provides a prepaid mailing label with samples. If bidder does not indicate the return of samples, GV BOCES shall consider samples as abandoned and shall have the right to dispose of them as its own property.
- e. Awarded samples will be held for comparison with deliveries.

21. SAVINGS CLAUSE

- a. The awarded vendor shall not be held responsible for any delays caused by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any other acts not within the control of the awarded vendor and which, by the exercise of reasonable diligence, they are unable to prevent.

22. SUBSTITUTES

- a. During the award process, GV BOCES reserves the right to accept reasonable substitutes for bid items as long as such substitutions in no way affect the performance of the item for which the bid has been requested and the bid item is not marked as "NO SUBSTITUTES".
- b. When making an award, GV BOCES reserves the right to reject a bid submission for a specific line item if a bidder offers a substitute item for bid items explicitly marked as "NO SUBSTITUTES".
- c. There will be no award for any bid item submitted with the brand Simoniz.
- d. Bidders **must provide all substitute information** in the designated substitute columns, per the bid instructions outlined in Exhibit B when offering a substitute item.
- e. **An awarded vendor will not be allowed to substitute bid items once the award has been made.**

23. SUPPORT CLAUSE

- a. An important component of any successful contract and bid is readily available support to deal with issues, concerns or problems. The inability of a potential bidder to comply with this requirement may result in disqualification of the potential bidder.

24. UNRESOLVED COMPLAINTS

- a. An awarded vendor and our participating districts shall use best efforts to resolve any dispute between them. Both the district(s) and the awarded vendor will submit unresolved complaints in writing to the GV BOCES Purchasing Agent within seven (7) business days of occurrence. The Purchasing Agent will maintain a file of all complaints that are submitted from districts and vendor, including those resolved or unresolved. GV BOCES reserves the right to consider these as part of a vendor performance evaluation.

25. GUARANTEES BY THE AWARDED VENDOR

- a. The awarded vendor guarantees:
 - i. Products are guaranteed against defective material or workmanship and to repair or replace any damages or marring occasioned in transit.
 - ii. To furnish adequate protection from damage for all work and to repair damages of any kind for which the awarded vendor and their employees are responsible.
 - iii. That the equipment/product delivered is standard, new, latest model of regular stock product or as required by specifications; also, that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.
 - iv. Every unit delivered must be guaranteed against faulty material and workmanship for a period of at least one-year from date of delivery. If during this period such faults develop, the awarded vendor agrees to replace the unit or the part affected without cost to the school district.

**Board of Cooperative Educational Services
Genesee-Livingston-Steuben-Wyoming Counties**

Bidding Contact List				
Exhibit A				
Bid Category: Athletic/Physical Education Supplies				
District Name		Contact Name	Phone Number	Email
Alexander Central School	3314 Buffalo St. Alexander, NY 14005	Eric Romesser	585-591-1551 x2304	eromesser@alexandercsd.org
Arkport Central School	35 East Ave. Arkport, NY 14807	Connie Karr	607-295-7471 x1121	ckarr@arkportcsd.org
Attica Central School	3338 East Main St. Attica, NY 14011	Jeff Cusmano	585-591-0400	jcusmano@atticacsd.org
Avon Central School	191 Clinton St. Avon, NY 14414	Andy Englert	585-226-2455 x1717	aenglert@avoncsd.org
Batavia City Schools	260 State St. Batavia, NY 14020	Joel Reed	585-343-2480 x2003	jreed@bataviacsd.org
Byron-Bergen Central School	6917 West Bergen Rd. Bergen, NY 14416	Rich Hannan	585-494-1220 x2003	rhannan@bbschools.org
Byron-Bergen Central School	6917 West Bergen Rd. Bergen, NY 14416	Rebekah Ireland	494-1220 ext 2009	rireland@bbschools.org
Caledonia-Mumford Central School	99 North St. Caledonia, NY 14423	Tim McArdle	585-538-100	tmcardle@cal-mum.org
Dansville Central School	284 Main St. Dansville, NY 14437	David Moodie	585-335-4010 x1000	moodied@dansvillecsd.org
Elba Central School	57 South Main St. P.O. Box 370 Elba, NY 14058	Tyler Winter	585-757-9967 x1250	twinter@elbacsd.org
Geneseo Central School	4050 Avon Rd. Geneseo, NY 14454	Craig Veley	585-243-3450 x1006	craigveley@geneseocsd.org
Keshequa Central School	P.O. Box 517 Nunda, NY 14517	Alexis Kyle	585-468-2900 x2039	akyle@keshequa.org
Le Roy Central School	2-6 Trigon Park LeRoy, NY 14482	James Clark	585-768-8131	iclark@leroycsd.org
Letchworth Central School	5550 School Rd. Gainesville, NY 14066	Tyler King	585-493-3511	tking@letchworth.k12.ny.us
Livonia Central School	P.O. Box E Livonia, NY 14487	Richard Ellis	585-346-4000 x1211	rellis@livoniacsd.org
Mt. Morris Central School	30 Bonadonna Ave. Mt. Morris, NY 14510	Wayne Swede	585-658-3333 x3230	wswede@mtmorriscsd.org
Oakfield-Alabama Central School	7001 Lewiston Rd. Oakfield, NY 14125	JC Montroy	585-948-5211 Ext 4219	jcmontroy@oahornets.org
Pavilion Central School	7014 Big Tree Rd. Pavilion, NY 14525	Matthew Roth	585-584-1009	roth@pavilioncsd.org
Perry Central School	33 Watkins Ave. Perry, NY 14530	Phil Wyant	585-237-0270 x2279	pwyant@perry.k12.ny.us
Warsaw Central School	153 West Buffalo St. Warsaw, NY 14569	Ed Stores	585-786-8000 x2640	estores2@warsawcsd.org
Wayland- Cohocton Central School	2350 Route 63 Wayland, NY 14572	Diane White	585-728-2211	dwhite@wccsk12.org
Wyoming Central School	State Route 19 Wyoming, NY 14591	Travis Fenstermaker	585-495-6222 x413	tfenstermaker@wyomingcsd.org
York Central School	P.O. Box 102 Retsof, NY 14539	Kurt Schneider	585-243-1730 x2113	kschneider@yorkcsd.org
Please Note: The Delivery Address will be per the District Purchase Order				

**Board of Cooperative Educational Services
Genesee-Livingston-Steuben-Wyoming Counties**

Exhibit B

Instructions for the Submission of Vendor Bid Response Excel File

1. Failure to follow **all** the submission instructions for the Vendor Bid Response excel file, could result in rejection of bid.
2. The bidder shall not alter the excel file in any manner except for modifying column widths. Do not delete any columns or rows. Any change in the electronic format will prevent the file from being read by the bid evaluation software and therefore may result in the rejection of the bid submission.
3. Bidder must insert the price per unit as specified in the excel file. Do not enter anything but the price in the unit cost or subs unit cost column (no letters, part numbers, etc.).
4. It is **critical** to pay attention to the units of measure that are specified per item in the excel file. If the bidder is bidding an item that does not meet the exact specifics of a line item, such as unit of measure, item size and/or quantity per package, make sure to follow the instructions below in #10 for bidding item not as specified.
5. Please refer to Exhibit C for examples of entering information into the excel file.
6. Make sure to enter your bid price in only **ONE** column.
 - a. Use only Column H (unit cost) if bidding item exactly as specified
 - b. Use only Column N (subs unit cost) if offering a substitute
7. In the event of a discrepancy between the unit cost and the extension, the unit cost will govern. Prices shall be extended in decimal, not fractions. Extensions will calculate automatically.
8. If an item is not being bid:
 - a. It must be marked **No Bid** in Column J - Vendor Catalog Number
 - b. Leave the unit cost field as is with 0.00
 - c. **Do not leave any unit cost field blank**
 - d. Failure to comply could result in rejection of bid
9. Instructions for **Bidding an Item as Specified:**
 - a. If bidding an item as specified (including manufacturer, color and package size) the bidder should fill in only the Unit Cost (column H) and Vendor Catalog Number fields (column J)

H	I	J
Unit Cost	Extended Cost	Vendor Catalog Number

10. Instructions for **Bidding an Item not as Specified:**
 - a. There will be no award for any bid item submitted with the brand Simoniz.
 - b. When offering a substitute bid item, the bidder is required to fill in **ALL** substitute fields as noted below. (Substitute Desc (column K), Subs UM (column L), Subs Qty (column M), Subs Unit Cost (column N))

K	L	M	N
Substitute Desc	Subs UM	Subs Qty	Subs Unit Cost

- c. The bid software will not recognize a substitute item if all substitute columns (K-N) are not complete.
- d. Unit of Measure (Subs UM- column L) has a **drop-down box for you to select the appropriate unit of measure from the list provided.**
- e. When offering a substitute bid item, it is **key** to provide a complete and accurate item description including the brand, item size and how sold in the "Substitute Desc" column (column K). Be sure to follow this example when a substitute item is being bid:
 - i. If Column E - Item Description Reads:
HAND SANITIZER, ALCOHOL BASED 4 OZ. - 12/CASE, PURELL
 - ii. If you are substituting brand, package size and case count, Column K would read as follows:
HAND SANITIZER, ALCOHOL BASED 6 OZ. - 24/CASE, SUAVE
 - iii. The following example is **NOT** acceptable as there is not enough information for analysis as it only provides brand name, package size and case count (product description is missing so the bid evaluation software would not know this was hand sanitizer, alcohol based):
SUAVE, 6 OZ., 24/CASE
 - iv. The bidder is required to fill in all substitute fields. (See Exhibit C for examples)
- f. When the substitute item is **not the same packaging size:**
 - i. The bidder must adjust the number of packages needed of their product to equal the actual total individual units requested in the specification. All quantities must be in whole numbers. (Cannot bid 0.20 cases. Round up to 1.00 case.)
 - ii. The bidder is required to fill in all substitute fields. (See Exhibit C for examples)
- g. When the substitute item **is the same packaging size:**
 - i. The bidder is required to fill in all substitute fields. (See Exhibit C for examples)
- h. Failure to provide the proper details in all of the substitute columns when bidding a substitute could result in rejection of the bid or the specific item being offered as a substitute.

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Exhibit C

Examples for Submission of Vendor Bid Response Excel File

1. In the example below, the bidder is bidding the "same product" as specified in the "same size" specified. The bidder will only fill in the **Unit Cost** and the **Vendor Catalog Number** as indicated in red.

Item ID	Sub-Category	Item Description	UM	Quantity	Unit Cost	Vendor Catalog Number	Substitute Desc	Subs UM	Subs Qty	Subs Unit Cost
0500	0997	COPY PAPER, 8 1/2 X 11, WHITE, HIGH SPEED, SUB 20, ACID FREE, SOME RECYCLED MAT, 500 SHEETS/REAM, 10 REAMS/CASE	CS	1000	25.0000	36250			0.0000	0.00

2. In the example below, the bidder is bidding a "substitute product" in the "same size" as specified. The bidder must fill in **All Five Highlighted Columns** (as indicated in red) for the bid to be properly read by the bid software.

Item ID	Sub-Category	Item Description	UM	Quantity	Unit Cost	Vendor Catalog Number	Substitute Desc	Subs UM	Subs Qty	Subs Unit Cost
0630	0060	CAPE, NYLON, COMBOUT CAPE, 28" X 28", BLACK, VELCRO CLOSURE, SCALPMASTER BURMAX 3020 OR EQUAL	EA	15	0.0000	2226	CAPE, NYLON, COMBOUT CAPE, 30 X 30 , BLACK, VELCRO CLOSURE, CAMEO LG	EA	2.0000	15.00

3. In the example below, the bidder is bidding the "same product" as specified in a different size than specified. The bidder must fill in **All Five Highlighted Columns** (as indicated in red) for the bid to be properly read by the bid software.

Item ID	Sub-Category	Item Description	UM	Quantity	Unit Cost	Vendor Catalog Number	Substitute Desc	Subs UM	Subs Qty	Subs Unit Cost
0020	01	ENVELOPES, TYVEX, WHITE, 12" X 16", 2" EXPANSION, 14#, OPEN END, 100/BX	BX	20	0.0000	2323	ENVELOPES, TYVEX, WHITE, 12" X 16", 2" EXPANSION, 14#, OPEN END, 250/BX	BX	25.0000	8.00

**Board of Cooperative Educational Services
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Appendix A – Federal Contract Provisions

Contract Provisions as outlined in the Code of Federal Regulations Title II Grants & Agreements, Chapter II, part 200, Subpart D, § 200.326 - Contract provisions.

Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141- 3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701- 3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

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(G) Clean Air Act (42 U.S.C. 7401- 7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251- 1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

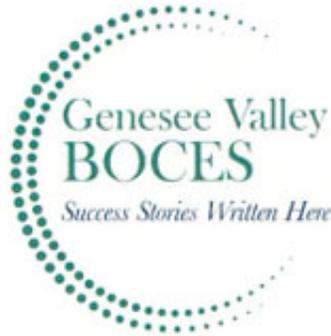
(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See § 200.323 Procurement of recovered materials.

§ 200.323 - A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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Schedule 1 - Bid Forms Packet

ATHLETIC/P.E. SUPPLIES BID GVBOCES 27-C

All forms included in Schedule 1 – Bid Forms Packet, are part of the bid instructions and need to be returned with your bid submission.

The following forms included in this bid forms packet must be completed and returned:

- Bidder's Company Information & Signature Page
- Bid Proposal Certification
- Iran Divestment Act Certification
- Gender-Based Violence and the Workplace Certification
- Bidder's Customer References
- Catalog/Item Discounts Bid Offering
- Bidder's Exception Form
- Non-Bidders Response Form (only if applicable)
- W-9 – Complete with signature and date

Failure to read, understand and complete all the required forms may constitute grounds for rejection of bid.

Vendor # _____
(GVBOCES USE ONLY)

**Board of Cooperative Educational Services
Genesee-Livingston-Steuben-Wyoming Counties**

**BIDDER'S COMPANY INFORMATION & SIGNATURE PAGE
ATHLETIC/P.E. SUPPLIES BID – GVBOCES 27-C**

Please Print

Company Name: _____

Address: _____

City/State/Zip: _____

Phone: _____ E-Mail: _____

Contact information for questions regarding the bid:

Name: _____

E-mail: _____ Phone: _____

Address where purchase orders should be mailed:

Attention: _____

Address: _____

City/State/Zip: _____

Can we e-mail purchase orders to you? Yes / No

If yes, please provide Email Address: _____

Contact information for questions surrounding an existing order:

Name: _____

E-mail: _____ Phone: _____

Name of Sales Representative: _____

E-mail: _____ Phone: _____

Online Catalog/Website Instructions: _____
(Website address, log-in/password information)

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

Printed Name of Authorized Signature: _____ **Title:** _____

Authorized Signature: _____ **Date:** _____

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Genesee-Livingston-Steuben-Wyoming Counties**

BID PROPOSAL CERTIFICATIONS

Firm Name _____

Business Address _____

Telephone Number _____ Date _____

- 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 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 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 _____

Printed Name _____ Date _____

**Board of Cooperative Educational Services
Genesee-Livingston-Steuben-Wyoming Counties**

IRAN DIVESTMENT ACT

**Certification
Pursuant to Section 103-g
of New York State General Municipal Law**

- A. By submission of this bid/proposal or by assuming the responsibility of a Contract awarded hereunder, the 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.

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

- C. The Genesee Valley 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

Printed Name

Title

Company Name (printed)

Date

**Board of Cooperative Educational Services
Genesee-Livingston-Steuben-Wyoming Counties**



**Office for the
Prevention of
Domestic Violence**

Gender-Based Violence and the Workplace Certification

New York State Finance Law §139-M requires bidders on competitive state procurements to certify that they have a written policy addressing gender-based violence and the workplace and that such policy meets the following minimum requirements:

- **Share Information:** Employers must provide information regarding gender-based violence where employees can see and access it, including displaying the NYS Domestic and Sexual Violence Hotline information and a gender-based violence and the workplace poster.
- **Refer Employee-Survivors to Services:** The policy must require that the employer refer employees who disclose current or past victim status to the NYS Domestic and Sexual Violence Hotline and/or a local service provider. For bidders outside of New York State, referrals should be made to a local provider or statewide hotline. While referrals are required to be provided by the employer, it is not required for the employee to access services.
- **Prohibit Retaliation:** The policy must clearly state that discrimination or retaliation against employees who identify as victims or survivors of gender-based violence is prohibited.
- **Comply with Laws:** Ensure your policy follows State law. For employers based in New York State, this means that the policy must follow the SAFE Leave Act, New York State Human Rights Law, and any other relevant laws and regulations.
- **Offer Implementation Support:** OPDV is able to assist employers in developing and implementing this policy. Employers must provide information to supervisors and human resources, where available, about this technical assistance from OPDV. OPDV can be contacted at workplace@opdv.ny.gov.

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 gender-based violence and the workplace and has provided such policy to all of its employees, directors and board members. Such policy shall, at a minimum, meet the requirements of subdivision 11 of section five hundred seventy-five of the executive law.

Organization's signature below certifies its compliance with State Finance Law §139-M.

Organization: _____

By (signature): _____

Name (Please Print): _____

Title: _____

Date: _____

This form must be signed by an authorized executive or legal representative.

If the organization cannot make the above certification, they must provide an attached statement with their bid detailing the reasons therefor.

**Board of Cooperative Educational Services
Genesee-Livingston-Steuben-Wyoming Counties**

ATHLETIC/P.E. SUPPLIES BID – GVBOCES 27-C

Bidders are **required** to provide 3 customer references from current and active New York State school districts, BOCES, or public bodies for whom bidder has supplied similar products and/or services to those requested in this bid. The information being provided must be from responsive customers with whom you have done business within the last year.

Please Print

Company Name: _____

Customer Name: _____

Address: _____

Contact Person: _____

E-mail: _____ Phone: _____

Customer Name: _____

Address: _____

Contact Person: _____

E-mail: _____ Phone: _____

Customer Name: _____

Address: _____

Contact Person: _____

E-mail: _____ Phone: _____

**Board of Cooperative Educational Services
Genesee-Livingston-Steuben-Wyoming Counties**

**NON-BIDDERS RESPONSE FORM
ATHLETIC/P.E. SUPPLIES BID**

The Genesee Valley BOCES is interested in the reasons why prospective bidders chose not to submit a bid. If you are NOT submitting a bid for this request, please indicate the reason(s) by circling one or more of the applicable items below and return this form to us. You may fax, email, or mail as listed below. Thank you for your consideration.

1. Unable to bid at this time, but would like to receive future bid proposals.
2. Items or materials are not manufactured by us or not available to our company. Please remove our name from your list as identified in number 10 below.
3. Materials or items we have to offer do not fully meet all the requirements or standards specified.
4. Multiplicity of delivery or service points.
5. Delivery quantities are too small.
6. We cannot meet the time of delivery of items or materials specified.
7. Insufficient time allowed for preparation and submission of bid.
8. Specifications not clearly understood or applicable (too vague, too rigid, etc.)
9. Other reasons: _____
10. You may remove our name from the bid list for: (circle choice below if applicable)
 - a. This commodity group
 - b. This item or material
 - c. All bids

Company Name: _____

Address: _____

Phone Number: _____

Email Address: _____

Authorized Signature: _____

Date: _____

Send this form to Christine Ceru either by email, fax or mail.

Email: coopbidding@gvboces.org

Mailing Address: Genesee Valley BOCES – Cooperative Bidding
Attn: Christine Ceru
80 Munson St.
LeRoy, NY 14482

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	<p>1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)</p> <p>2 Business name/disregarded entity name, if different from above.</p> <p>3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) </p> <p>3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/></p> <p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____</p> <p style="text-align: right;"><i>(Applies to accounts maintained outside the United States.)</i></p> <p>5 Address (number, street, and apt. or suite no.). See instructions. Requester's name and address (optional)</p> <p>6 City, state, and ZIP code</p> <p>7 List account number(s) here (optional)</p>
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Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 25%; height: 20px;"></td> <td style="border: 1px solid black; width: 25%; height: 20px;"></td> <td style="border: 1px solid black; width: 25%; height: 20px;"></td> <td style="border: 1px solid black; width: 25%; height: 20px;"></td> </tr> </table>					-
or					
Employer identification number					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 25%; height: 20px;"></td> <td style="border: 1px solid black; width: 25%; height: 20px;"></td> <td style="border: 1px solid black; width: 25%; height: 20px;"></td> <td style="border: 1px solid black; width: 25%; height: 20px;"></td> </tr> </table>					-

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they