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

- ALL VENDOR RESPONSE FORMS MUST BE SUBMITTED **ELECTRONICALLY in EXCEL, DOC, or PDF Format ONLY VIA CD/Jump Drive, SUPPLIED BY BIDDER, along with printed version**. SEE FURTHER INSTRUCTIONS BELOW. (BidNet Direct only has an option for vendor responses to be hard copy or electronic (meaning by e-mail) Erie 1 BOCES will select the hard copy option, because e-mailed or faxed bids are not acceptable.

- IF YOU ARE NOT BIDDING AT THIS TIME, THERE IS NO NEED TO SEND NOTICE – ALL BIDS AND AWARDS ARE POSTED ON-LINE.

- PLEASE PUT BID NAME ON THE OUTSIDE ENVELOPE (THIS INCLUDES THE UPS, FEDEX OR DHL ENVELOPE AS WELL. MANY TIMES WE ARE OPENING MORE THAN ONE BID AT A TIME!)

- ALL DOCUMENTS MUST BE ORIGINAL. FAXED OR E-MAILED COPIES OF ANY PAGES WILL NOT BE ACCEPTED.

- IF BIDDING ON A PACKAGE SIZE OTHER THAN THAT REQUESTED PLEASE LET US KNOW WHAT YOUR UNIT PRICE REFLECTS.
  (EXAMPLE, if we ask for each and you bid 12 per case, let us know if your unit price is per each or per case (sold per case priced each or sold and priced per case).

- The Bidder may submit a Bid for any product which is in all material respects equal to any of the Product specified as a substitute therefore. The decision of the Erie 1 BOCES or a Component School District as to whether a substitute product is "in all material respects equal" shall be final. If a Bid is submitted on a substitute product, the Bidder must in each instance specify the trade designation, the manufacturer's name and detail specifications of such product, or supply a sample. A Bid received which does not specify the foregoing shall be deemed to be submitted with respect to the Product detailed in the Erie 1 BOCES specifications.

NOTICE TO BIDDERS

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

HIGH SPEED TELECOMMUNICATIONS SERVICE

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

Date:	October 8, 2026	**Location:**	Erie 1 BOCES 355 Harlem Rd.
Time:	11:00 AM		West Seneca, NY 14224

This is an e-rate bid for **Erie 1 BOCES** and will be publicly opened on the date and time listed above. All bid documents must be submitted in a **sealed package** and clearly labeled as **"Bid E27-E1B"**. Bids should be delivered to the attention of the Erie 1 BOCES Purchasing Department at the location address listed above. Fax and/or electronically transmitted bids cannot be accepted.

COMPANY NAME: _____

CONTACT PERSON: _____

ORDER ADDRESS: _____

_____

TELEPHONE & extension: _____

FAX: _____

E-MAIL _____

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

_____

_____

_____

ERIE 1 BOCES

APPENDIX 1

CORPORATE RESOLUTION OF

_____

Name of Corporation

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

_____

Name and title of individual

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

CERTIFICATE

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

Dated this _____day of _____, 20___.

_____

Secretary of Corporation

ERIE 1 BOCES
MUST BE SIGNED AT TIME OF BID OPENING

NON-COLLUSIVE BIDDING CERTIFICATION

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

a) this bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor or potential competitor;

b) this bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids or proposals for this project, to any other bidder, competitor or potential competitor;

c) no attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;

d) the person signing this bid or proposal certifies that they have fully informed themselves regarding the accuracy of the statements contained in this certification and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing in its behalf.

_____
(Bidder/Vendor)

_____
(Title of person submitting bid)

_____
(Signature of person submitting bid)

_____
(Dated)

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

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

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

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

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

AGENCY reserves the right to reject any bid or request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

Signature:_____

Print Name:_____

Title:_____

Company Name:_____

Date: :_____

SEXUAL HARASSMENT WRITTEN POLICY & TRAINING CERTIFICATION
THIS FORM MUST BE SIGNED AND NOTARIZED

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

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

and that by submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the New York State Labor Law.

_____
Signature

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

_____
Notary Public

ACKNOWLEDGEMENT

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

a) No member of the Board of Cooperative Educational Services, nor any officer or employee or person whose salary is payable in whole or in part from the treasuries of said Board of Education is directly or indirectly interested in this bid or in the supplies, materials, equipment, work or services to which it relates, or in any portion of the profits thereof.

b) No officer or employee of the Agency, New York State Department of Education or any other governmental agency shall hold or receive any share or interest in this contract or derive any personal benefit arising there from.

c) Said Bidder has carefully examined the Instructions to Bidders, Schedules, Special Conditions, and Specifications prepared under the direction of the Board of Education, and will, if successful in this bid, furnish and deliver at the prices bid and within the time stated, all the materials, supplies, apparatus, goods, wares, merchandise, services or labor which this bid is made.

d) Bid awards are subject to the GENERAL CONDITIONS included herewith in this Bid.

e) Contractor/Proposer hereby represents that said Contractor/Proposer is in compliance with New York State General Municipal Law Section 103-g entitled *"Iranian Energy Sector Divestment"*.

f) Unsigned bids or documents will be subject to rejection.

g) **In the event the apparent successful bidder has a current master agreement with Erie 1 BOCES all terms & conditions will be subject to said agreement.**

INTRODUCTION

Erie 1 BOCES will receive proposals for a High-Speed Telecommunications Service to be offered as a service by the Western New York Regional Information Center (WNYRIC) to **Erie 1 BOCES** and Remote Sites.

The successful service provider will provide all locations within the school district listed on this bid with a High Speed Telecommunications service.

All fiber facilities will be a long-term lease and owned by the service provider for the term of the contract. The service will have a configuration with a central site and a remote site. **EPL or "point to point" connectivity from the remote site back to the central site is required.** The infrastructure could be utilized for voice, video and data communications as well as any future applications. This project must be all-inclusive, i.e., material, construction, and establishment of rights-of-ways. It is understood that a "Lit" service such as Ethernet is E-rate eligible.

PROPOSAL INFORMATION & REQUIREMENTS

1. The *Non-Collusive Bidding Certification and Iran Divestment Act Certification* of this document must be signed and included with your bid submittal.

2. Bidders must have a valid E-Rate spin number and agree to abide by E-Rate guidelines for payment for the duration of the contract and E-Rate program.

3. If providing a "Lit" fiber service, the Bidder must have a Certificate of Public Convenience and Necessity to provide telecommunication common carrier services in New York State, and be

considered a qualified telecommunications service provider as recognized by the Schools and Library Division (SLD) and the FCC for E-Rate purposes. The responder should clearly state whether their service is a "Lit" telecommunications service or other service.

4. Bidders must have up-to-date Service Provider Annual Certification [SPAC] filings as required by the SLD.

5. As required by Section 54.500(f) of Part 47 of the Code of Federal Regulation all bids in response to this RFP must offer the lowest corresponding price (LCP) which is defined as the lowest price that a service provider charges to nonresidential customers who are similarly situated to a particular E-rate applicant (school, library, or consortium) for similar services. See https://www.usac.org/sl/service-providers/step02/lowest-corresponding-price.aspx for more information on the requirements relating to LCP.

6. TERM OF SERVICE – Service shall commence immediately upon the mutually agreed upon implementation dates with an expected contract start date of 7/1/2027 and an end date of 6/30/30. It is expected that the District will be filing for E-rate Discounts in FY 2027 starting 7/1/27.

7. CONTRACT TERM OPTIONS – Bidders shall quote the following contract term options, listed in order of preference (All payments will be made by Erie 1 BOCES on a monthly basis):

    a. A three (3) year service with no installation fee.

8. All responses shall be inclusive of all fees such as but not limited to, Right of Way and Pole attachments for the duration of the provision of the service.

9. Repair and/or maintenance of the service shall be 2 hour response between the hours of 7:00 A.M. to 9:00 P.M. After hours service will be best effort.

10. The absence of specifications regarding network installation details implies that the best general practices will prevail and that top-tier quality material and workmanship will be applied. Certification standards will prevail when available for the to-be-installed equipment and materials.

11. All solutions must be pictorially documented, listing all appropriate equipment and connectors. All service electronics and D-marc equipment documentation must include manufacturer, model numbers, technical descriptions and any service provision issues (i.e. oversubscription rates).

12. Any alternative solutions may be presented with appropriate documentation. The minimum bandwidth shall be no less than 10 Gbps per link between the central site and each remote site. The Service Provider will need to state Quality of Service expectations and handling of oversubscription.

13. A current list of references (minimum of five) including current contact information is a requirement for consideration of this bid.

14. Bidders must include a sample contract with all bid responses.

15. FINANCIAL AND GENERAL INFORMATION:

    a. A current Dun & Bradstreet or equivalent financial report is required to be included with your bid response.

    b. Information such as legal corporate ownership, type of organization (manufacturer or distributorship), location of manufacturing facilities, etc. should be included in your bid.

BID EVALUATION AND SELECTION PROCESS

1. Proposals submitted by responsive and responsible bidders will be evaluated in the selection process based on *Best Value* that is demonstrated to be in the best interests of the public. Price will be the most heavily weighed factor. *Best Value* may be determined on price alone or on price and any combination of the following criteria:

    a. Pricing assessed to be the most cost effective on an overall and long-term basis. This includes recrurring and non-recurring costs. Equipment costs used to light dark fiber, if applicable, will be included as part of the total cost. Estimated surcharges for lit fiber will be included as part of the total cost. Any e-rate ineligible costs will be evaluated separately.

    b. Strict compliance in submitting proposals that meet all requirements and specifications contained in this bid at the time of bid submittal.

    c. Possession of corporate resources and proven field capability to meet implementation timelines with no or minimal impact to our client school districts.

    d. Service Provider's history in the implementation and maintenance of this type of service that has been established with other clients. Service Provider should include supporting documentation.

    e. Proposal of state-of-the-art technology and leading edge system functionality as specified in the bid for the purposes intended.

    f. Assurances with supporting documentation of customer oriented service levels including response time in resolving issues.

    g. Service Provider's current financial status included with supporting documentation such as Dun & Bradstreet or any similar publication.

    h. Customer references, especially government and school districts.

    i. Other factors as deemed necessary by Erie 1 BOCES to determine Best Value.

TECHNICAL INFORMATION & REQUIREMENTS

1. Bidders must provide pricing for a Point-to-Point "Lit Service" or a "High Speed Telecom Service" in a manner sufficient for E-rate eligibility. The service will be capable of 10 gigabit as specified on the bid response form, with Ethernet option preferred.

2. The vendor will provide appropriate network equipment at each building to deliver the service and maintain this demark equipment up to the CPE. This equipment shall be self-contained, not a GBIC that will fit into CPE. The vendor dmarc equipment must be 10 GB capable and have dual power supplies.

3. Bidders are requested to submit a price for a single connection from the hub to remote sites. Unless otherwise specified in other documentation, assume there are viable pathways from the outside plant facilities to the point of demarcation. Vendors must install fiber dmarc next to existing BOCES equipment in the school sites. Exact dmarc location will be provided for all sites.

4. OPERATIONS OCCURRING ON DISTRICT PROPERTY:

a. Bidders are encouraged to conduct site inspections of the school locations. Costs associated with entrance facilities must be separated from the service fees and stated in the bid response.

b. The Contractor shall verify the location of existing overhead and underground utility interference, prior to commencing any work on District property. District will provide any available plans or similar information, but does not guarantee their accuracy. Contractor shall employ a certified underground utility locating service to confirm location of potential interference.

c. The fiber optic cable(s) run to/from each building from the last pole on the public right of way shall be underground. Contractor may use plowing or trenching methods. Cable to be buried minimum 24" below grade, and shall be run in HDPE type conduit. Include a metallic tracer wire in each run, so as to provide ease of locating the cable in the future. Any existing above-ground fiber to/from each building from the last pole on the public right of way may be utilized.

d. Restore excavated or plowed material and surfaces to original condition. Where it is necessary to cut across paved surfaces, restore pavement to its original condition. Care must be taken to protect plantings, shrubbery, etc. from damage.

e. Provide a plastic hand-hole near the point of entry to each building. Leave sufficient cable slack in the hand-hole to provide for future repairs. Seal hand-hole cable openings to prevent access by insects, rodents; set on gravel base and top level with finished grade. Carefully bore through the exterior wall at point of entry, and provide an approved sleeve; seal the annular space around the sleeve, and the space surrounding the cable. Hand-hole to be 30" x 48", with screw down cover, as manufactured by Quazite Co., or approved equivalent.

f. Provide a six-port (12 strand) fiber optic distribution enclosure inside the building near the point of entry. Install a six pair, single mode, plenum rated fiber optic cable to the main telephone closet, and terminate in another six port distribution enclosure. Install a single pair, single mode, plenum rated fiber optic cable from this enclosure to the main hub room, for connection by others. Distribution enclosures as manufactured by AMP, or approved equivalent.

5. RESPONSIBLE PARTIES:

a. The Service Provider is responsible for the performance of the fiber network and Lit service to the demarcation points and responsible for all related service issues on public right of way between buildings.

b. The District is responsible for conduit maintenance of the entrance facility to the point of demarcation.

c. Erie 1 BOCES is responsible for all related service issues from the point of Demarcation to customer premise equipment.

6. SERVICE AWARD CONDITIONS:

a. If the contract is awarded as "Dark" Fiber Service, then Erie 1 BOCES shall have exclusive use and control of the fiber strands or wavelengths provided by the service for the term of this bid and any additional extensions as agreed.

b. The use of the service by Erie 1 BOCES shall also enable other end users authorized by Erie 1 BOCES to use the network to access other Erie 1 BOCES services.

c. The Service Provider will guarantee Erie 1 BOCES an irrevocable right to use (IRU) the network for the duration of the contract.

7. DOCUMENTATION AND TESTING:

   a. At the completion of the work, the successful Service Provider will supply Erie 1 BOCES with three copies of the cable route, superimposed on the street map of the locality.

      i) Include pole numbers, location of any underground cable runs, and any other information necessary to document the installed infrastructure and as-built documentation of the network route, along public right-of-way, as well as specific locations of all work located on district property.

8. All demarcation points will be sufficiently labeled for each strand of fiber and d-marc equipment.

9. Provide dB loss tests for each pair. Use approved instruments and testing method.

   Repair any defective cable to splices as required to achieve satisfactory test results.

   Submit final testing reports to Erie 1 BOCES for all strands of fiber.

SERVICE SPECIFICATIONS

1. Fiber Optic network shall consist of six pair of strands (or less as requested) of single mode fiber optic cable. All splices shall be fusion only. SC connectors shall be utilized in the bulkhead in at each location.

2. Fiber optic transmission parameters will meet or exceed ITU-G.652 specifications for dispersion-unshifted fibers, and ITU-G.655 for non-zero dispersion fibers.

3. All fiber optic connector assemblies will be SCUPC. Each connector will meet or exceed 50dB return loss, and will have insertion loss less than 0.6dB.

4. Fan out and terminating fibers (pigtails) will be protected by a 900µm tight buffer tube, a Kevlar or Aramid yarn strength member, and Hytrel or PVC jacket, listed and marked for riser or plenum use as appropriate, and not to exceed 2.9mm diameter.

5. The splice loss will not exceed 0.15dB insertion loss. Splices will be measured bi-directionally with an OTDR and averaged to distinguish actual splice loss from differences in backscatter levels. In no case should a fiber show a point discontinuity of greater than 0.01dB.

6. Discontinuities (known as steps, splices, or attenuation non-uniformity) will be measured with an optical time domain reflectometer to determine the magnitude of the localized attenuation. The least squares approximation method of analysis must be used to make this measurement.

7. All fiber-to-fiber, fiber-to-pigtail, or any other splices will be made with fusion splicing methods. All splices will be non-reflective.

8. All ‘lit’ services shall be point-to-point circuit from the hub to the remote sites. The service shall not be oversubscribed. Quality of service type should be of highest possible of the service delivery. The demarcation equipment will be provided by the vendor.

9. It is the Service Provider's option to provide a d-marc compatible with an Avaya or Cisco Networks Network Switch, or provide a specific GBIC to interface with the customer premise equipment as listed in the location specifications.

Key optical performance characteristics for single-mode optical cables and locations of the participating school district:

	Dispersion-Unshifted Matched Cladding Dual Wavelength (ITU-G.652)		Non-Zero Dispersion 1550nm Optimized (ITU-G.655)	
	1310nm	1550nm	1310nm	1550nm
Attenuation (dB/km)	≤0.35	≤0.25		≤0.25
Attenuation vs. Wavelength 1285-1330nm (dB/km)	≤0.05			
Attenuation vs. Wavelength 1525-1575nm (dB/km)		≤0.05		≤0.05
Dispersion (ps/nm□km)	≤0.0	≤18	-15	1.3 – 5.8
Dispersion Slope (ps/nm^2□km)	≤0.092			
Non-zero dispersion region (nm)				1530-1565
PMD (ps/km^{-2})	≤0.5			≤0.5
Temperature Dependence –60º to +85ºC (dB/km)	≤0.05	≤0.05		≤0.05
Temperature-Humidity Cycling –10º to +85ºC and up to 95% RH (dB/km)	≤0.05	≤0.05		≤0.05
Water immersion at 23ºC (dB/km)	≤0.05	≤0.05		≤0.05
Macro-bending Attenuation 1 turn, 32mm (dB/km)		≤0.5		≤0.5
Macro-bending Attenuation 100 turns, 75mm (dB/km)	≤0.05	≤0.1		≤0.05
Point Discontinuities (dB)	≤0.1	≤0.1		≤0.1
Cabled Cutoff Wavelength (nm)	≤1260			≤1260
Core Diameter (µm)	8.3			6.0
Mode field diameter (µm)	9.3±0.50	10.5±1.0		8.4±0.60

Site Locations for Erie 1 BOCES

Central Site (Hub)

Erie 1 BOCES
355 Harlem Rd, West Seneca, NY 14224
Main Data Closet

*Remote Site #1

Erie 1 BOCES new site
2911 Walden Avenue, Depew, NY 14043
Main Data Closet

*This is a new site and a new E-rate Entity # will be created.

INFORMATION TO BE INCLUDED IN YOUR BID SUBMITTAL – Please include (1) hard copy and (1) digital copy of entire bid response.

- Signed *Corporate Resolultion Certification* (page 3)
- Signed *Non-Collusive Bidding Certification* (page 4)
- Signed *Iran Divestment Act Certification* (page 5)
- Signed and Notarized *Sexual Harassment Policy & Training Certification* (page 6)
- BID RESPONSE FORM
- Supporting Documentation as needed
- Current W-9 form (page 16)
- Customer references (if new vendor to Erie 1 BOCES) (page 17)

Questions regarding the specifications of this should be addressed to:

Pat Doyle
Technology Services
Telephone: (716) 821-7051
Email: pdoyle@e1b.org

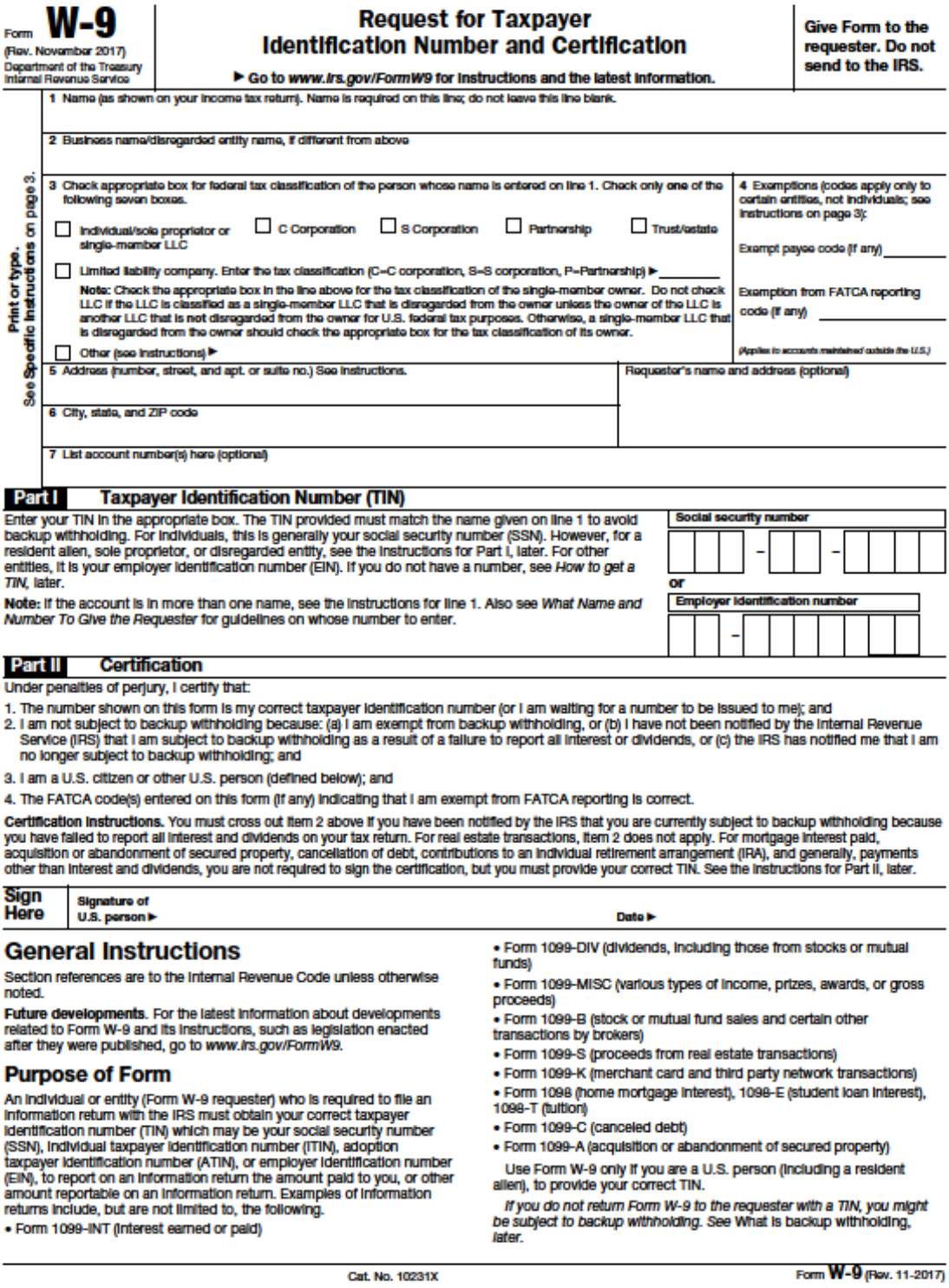
All other questions regarding bid this should be addressed to:

Tim Kehoe
Purchasing Manager
Telephone: (716) 821-7426
Email: tkehoe@e1b.org

ALL BID REQUESTS AND BID AWARDS ARE POSTED ONLINE AT www.bidnetdirect.com – BIDNET DIRECT. BID REQUESTS AND AWARD NOTICES WILL NOT BE MAILED.
IF YOU HAVE TROUBLE WITH THE WEBSITE, PLEASE CONTACT BIDNET AT 1-800-835-4603.
INFORMATION WILL ALSO BE LISTED ON THE E1B WEBSITE AT
https://www.e1b.org/en/administrative-services/purchasing.aspx

BECAUSE THIS IS AN E-RATE PROCUREMENT THE RFP WILL ALSO BE AVAILABLE IN THE E-RATE PRODUCTIVITY CENTER (EPC) AT https://portal.usac.org/suite/ AND THE SLD WEB PAGE SEARCH TOOL HERE https://www.usac.org/sl/tools/default.aspx

Every bid MUST have a current W-9



Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

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.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

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. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

___ – ___ – ____

or

Employer identification number

__ – _____

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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 ▶

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*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Cat. No. 10231X Form **W-9** (Rev. 11-2017)

To be completed by vendors new to Erie 1 BOCES

Erie 1 BOCES

Reference Page

Please list at least three (3) references for which you have provided the same or similar products or services.

Company/School Name	Contact Name	Address/e-mail address	Phone Number

GENERAL CONDITIONS

All invitations to bid issued by Erie 1 BOCES will bind bidders and awarded bidders to the conditions and requirements set forth in these general conditions, and such conditions shall form an integral part of each purchase contract awarded by Erie 1 BOCES. **NO EXCEPTIONS.**

DEFINITIONS

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

BIDS

1. The date and time of bid opening will be indicated in the NOTICE TO BIDDERS document.

2. All bids must be submitted on bid offer forms and in accordance with instructions provided by the Board.

3. Any changes in bid pricing or specifications will not be accepted after the bid opening. If any changes to a submitted bid are requested, then it is the bidder's sole responsibility to request in writing to Erie 1 BOCES that the aforementioned bid be withdrawn and returned to said bidder at bidder's expense. This must be done within a reasonable time PRIOR to the bid opening so as to minimize any disruptions. As such, it shall also be the responsibility of the bidder to resubmit a revised bid if so chosen. However, this revised bid must be received in a sealed envelope by the bid opening date as instructed in the Notice to Bidders.

4. All bids received after the time stated in the Notice to Bidders may not be considered and will be returned to the bidder. The bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of Erie 1 BOCES. Whether sent by mail or by means of personal delivery, the bidder assumes responsibility for having his bid deposited on time at the place specified.

5. All information required by Notice to Bidders, Specifications, and Bid Offer, in connection with each item against which a bid is submitted must be given to constitute a regular bid.

6. The Non-Collusive Bidding Certification must be included with each bid proposal as required by General Municipal Law, section 103-d.

7. The submission of a bid will be construed that the bidder is fully informed as to the extent and character of the supplies, materials, equipment, or service required and a representation that the bidder can furnish the supplies, materials, equipment, or service in compliance with the specifications.

8. No alteration, erasure, or addition is to be made in the typewritten or printed matter. Deviations from the specifications must be set forth in space provided in bid for this purpose.

9. Prices and information required, except signature of bidder, should be typewritten for legibility. Illegible or vague bids may be rejected. All signatures must be written. Facsimile, printed, or typewritten signatures are not acceptable.

10. The quantities for each Proposal are indefinite, but estimates given in the Specifications reflect anticipated requirements. The Contract, however, shall be for the quantities actually ordered during the contract period. The Contractor must furnish all the quantities actually ordered.

11. Sales to Erie 1 BOCES are not affected by any fair trade agreements. (General Business Law, Ch.39, Sec 369-a, Sub. 3, L. 1941)

12. No charge will be allowed for federal, state, or municipal sales and excise taxes since Erie 1 BOCES is exempt from such taxes. The price bid shall be net and shall not include the amount of any such tax. Exemption certificates, if required, will be furnished on forms provided by the bidder. Payment of any tax not covered under said exemption must be mutually agreed upon by both parties.

13. In all specifications, the words "OR EQUAL" are understood after each article giving manufacturer's name, catalog reference, or on any patented article. The decision of Erie 1 BOCES as to whether an alternate or substitution is in fact "equal" shall be final.

14. If bidding on items other than those specified, bidder must in every instance give the trade designation of the article, manufacturer's name, and detailed specification of such item. Otherwise, bid will be construed as submitted on the identical item as specified.

15. Bids must be on new (not used or remanufactured) material, supplies, and equipment, of latest model, and in current production, unless otherwise specified.

16. All manufactured stock electrical items must bear the label of the Underwriters' Laboratories, Inc.

17. When proposals are requested on a lump sum basis, the Vendor must complete each item in the lump sum group. A Vendor desiring to submit a "no charge" on an item in a group must so indicate; otherwise the entire Proposal for the group may be rejected. Where a bidder is requested to submit a bid on individual items and on a total sum or sums, the right is reserved to award bids on individual items or on total sums or on a combination of both when in the public interest.

18. All prices quoted must be in the unit of measure (UOM) specified; e.g., do not quote "per each" when "per case" is requested; otherwise, bid may be rejected.

19. Bidder must insert the price per UOM and the extensions against each item in his bid. In the event of a discrepancy between the unit price and the extension, the unit price will govern. Prices shall be extended in decimals, not fractions.

20. Prices shall be net including transportation and delivery charges fully prepaid by the awarded bidder to destination indicated in the proposal. If award is made on any other basis, transportation charges must be prepaid by the awarded bidder and added to the invoice as a separate item. In any case, title shall not pass until items have been delivered and accepted.

21. Under penalty of perjury, the bidder certifies that:

    a. The bid has been arrived at by the bidder independently and has been submitted without collusion with any other vendor of materials, supplies, or equipment of the type described in the invitation for bids, and

    b. The contents of the bid have not been communicated by the bidder, nor, to its best knowledge and belief, by any of its employees or agents, to any person not an employee or agent of the bidder or its surety on any bond furnished herewith prior to the official opening of the bid.

22. All bids must be sealed. They may be submitted either in plain, opaque, envelopes, or in those furnished by Erie 1 BOCES.

    a. Bid envelopes must be clearly marked "Bid". The date/time of the bid opening as indicated on the Notice to Bidders must also appear on envelope.

    b. Bids must not be attached to or enclosed in packages containing bid samples.

    c. Email, fax, or telephoned quotations or amendments will not be accepted at any time.

23. No interpretation of the meaning of the specifications or other contract document will be made to any bidder orally. Every request for such interpretation should be in writing, addressed to Erie 1 BOCES, not later than five (5) days prior to the date fixed for the opening of bids.

24. Notice of any and all such interpretations and any supplemental instructions will be sent to all bidders of record by Erie 1 BOCES in the form of addenda to the specifications. All addenda so issued shall become a part of the contract documents.

25. If the supplies, materials, or equipment are to be delivered over an extended period of time, or if the specifications so state, then the awarded bidder may be required to execute an agreement in relation to the performance of his contract. Such agreement to be executed by the bidder within 15 days after notification to execute such contract.

    a. If the specifications so state, the awarded bidder also may be required to furnish a performance bond equal to the full amount of the contract to guarantee the faithful performance of such contract.

    b. Such performance bond shall be maintained in full force and effect until the contract shall have been fully performed. The surety company furnishing such performance bond shall be authorized to do business in the State of New York and must be satisfactory to the attorney for Erie 1 BOCES.

    c. The performance bond shall be executed by the awarded bidder at the time of the execution of the contract by the awarded bidder and the Board.

BID AWARDS

26. Bid awards will be made to the lowest responsible and responsive bidder or on the basis of Best Value as defined by Erie 1 BOCES that will best promote the public interest, taking into consideration the reliability of the bidder, the quality of the materials, equipment, or supplies to be furnished, their conformity with the specifications, the purposes for which required, and the terms of delivery. There is no guaranteed minimum or maximum purchase from this bid.

27. Erie 1 BOCES reserves the right to reject all bids. Also reserved is the right to reject, for cause, any bid in whole or in part; to waive technical defects; qualifications; irregularities; and omissions if in its judgment the best interests of Erie 1 BOCES will be served. Also reserved is the right to reject bids and to purchase items on State contract if such items can be obtained on the same terms, conditions, specifications, and at a lower price.

28. Erie 1 BOCES reserves the right to reject any and all bid proposals not deemed in the Public's best interest. Erie 1 BOCES also reserves the right to reject as informal such bid proposals, as in Erie 1 BOCES opinion, are incomplete, conditional, obscure, or which contain irregularities of any kind including unbalanced bid proposals. By an unbalanced bid proposal, it is meant one in which the amount submitted for one or more separate items is substantially out of line with current market prices for the services, materials and/or work covered thereby.

29. If two or more Vendors submit identical bid proposals as to price, the decision of the Board to award a Contract to one of such identical Vendors shall be final (General Municipal Law, sec. 103, sub. 1).

30. Erie 1 BOCES reserves the right to make awards within forty-five (45) 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 with in a shorter specified time.

31. Erie 1 BOCES reserves the option to award bids on a line-by-line basis (individual items), or on defined sub-groups (or a combination of both), or on a grand total sum.

32. Vendors should ensure accuracy in figures **prior to** submission. If a Vendor discovers a mistake in an item in their bid proposal award and wants that item award rescinded after it has been Awarded, Erie 1 BOCES reserves the right to rescind the entire award and the Vendor's participation in future Erie 1 BOCES bids may be rescinded.

33. Erie 1 BOCES reserves the right to allow all political subdivisions, municipalities, county, school districts, other BOCES, and not-for-profit organizations all authorized under the General Municipal Laws of the State of New York, to purchase any goods and/or services awarded as a result of this bid in accordance with the latest amendments to NYS GML 100 through 104. However, it is understood that any said political subdivision choosing to utilize the contract will be wholly responsible for any debts incurred by them as participants of the contract. It is also understood that the extension of such contracts are at the discretion of the vendor and the vendor is only bound to any contract between Erie 1 BOCES and the vendor.

CONTRACT

34. Each bid will be received with the understanding that the acceptance thereof in writing by Erie 1 BOCES, approved by the Board, to furnish any or all of the items described therein shall constitute a contract between the awarded bidder and Erie 1 BOCES. Contract shall bind the awarded bidder on his part to furnish and deliver at the awarded prices and in accordance with the conditions of his bid. Awarded bid prices shall be firm for the contracted period.

35. The placing in the mail of a notice of award or purchase order to the successful bidder, to the address given in his bid, will be considered sufficient notice of acceptance of contract.

36. Any and all Awards resulting from this bid proposal shall be final and shall be for the complete term of the Contract. No rescinding of Awards will be made because of Vendor error or inability to supply a service.

37. The Awarded Vendor is responsible for reviewing the Notice of Award or Purchase Order for errors. Any clerical errors in the Award must be forwarded, in writing, to the Office of the Assistant Superintendent for Business within five (5) working days of the Notification of Award. No corrections will be made beyond that date. If clerical errors are discovered too late to be corrected, a "no award" will be issued on those affected services. The services may be re-bid at a later date.

38. If the awarded bidder fails to deliver within the time specified or within reasonable time as interpreted by Erie 1 BOCES, or fails to make replacement of rejected articles, when so requested, immediately or as directed by Erie 1 BOCES, Erie 1 BOCES may purchase from other sources at awarded bidder's expense to replace the item rejected or not delivered.

39. Erie 1 BOCES reserves the right to authorize immediate purchase from other sources against rejections on any contract when necessary. On all such purchases, the awarded bidder agrees to reimburse Erie 1 BOCES promptly for excess costs occasioned by such purchases. Should the cost be

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

40. A contract may be canceled by Erie 1 BOCES at the awarded bidder's expense upon non-performance of contract.

41. If the awarded bidder fails to deliver as ordered, Erie 1 BOCES reserves the right to cancel the contract and purchase the balance from other sources at the awarded bidder's expense.

42. Cancellation of contract for any reason may result in removal of the awarded bidder's name for future proposals for an indeterminate period.

43. When materials, equipment, or supplies are rejected, they must be removed by the awarded bidder from the premises of Erie 1 BOCES within five (5) days of notification. Rejected items left longer than five (5) days will be regarded as abandoned, and Erie 1 BOCES shall have the right to dispose of them as its own property.

44. No items are to be shipped or delivered until receipt of an official order from Erie 1 BOCES.

45. It is mutually understood and agreed that the awarded bidder shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or his right, title or interest therein, or his power to execute such contract, to any other person, company, or corporation, without the previous written consent of Erie 1 BOCES.

46. Contractor hereby acknowledges receipt, at the time of execution of this contract, of an exact copy hereof completely filled in.

GUARANTEES BY THE AWARDED BIDDER

47. The awarded bidder guarantees:

    a. Their products against defective material or workmanship and to repair or replace any damages or marring occasioned in transit.

    b. To furnish adequate protection from damage for all work and to repair damages of any kind for which he or his workmen are responsible, to the building or equipment, to his own work, or to the work of other awarded bidders.

    c. To maintain adequate insurance coverage to protect Erie 1 BOCES from loss in case of accident fire, theft, etc.

    d. That all deliveries will be equal to the accepted bid sample.

    e. That the equipment or furniture offered is standard, new, latest model of regular stock product or as required by the specifications, with parts regularly used for the type of equipment or furniture offered; also that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.

    f. Every unit delivered must be guaranteed against faulty material and workmanship for a period of at least one year from date of delivery. If during this period such faults develop, the awarded bidder agrees to replace the unit or the part affected without cost to Erie 1 BOCES.

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

SAMPLES

48. All specifications are minimum standards; and accepted bid samples do not supersede specification for quality unless bid sample is superior, in which case deliveries must be the same identity and quality as accepted bid sample.

49. Erie 1 BOCES reserves the right to request a representative sample of the item quoted upon either prior to the award or before shipments are made. If the sample is not in accordance with the requirements of the specification, Erie 1 BOCES may reject the bid; or, if award has been made, cancel the contract at the expense of the awarded bidder.

50. Samples, when required, must be submitted in accordance with instructions otherwise, bid may not be considered. If samples are requested after bid opening, they shall be delivered within ten (10) days of the request, or as directed, for bid to have consideration.

51. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating if the bidder desires their return and specifying the address to which they are to be returned provided they have not been used or made useless by tests. Award samples may be held for comparison with deliveries.

52. Erie 1 BOCES will not be responsible for any samples destroyed or mutilated by examination or testing. The bidder at his expense shall remove sample. Samples not removed within fifteen (15) days after written notice to the bidder will be regarded as abandoned and Erie 1 BOCES shall have the right to dispose of them as its own property.

53. When a specification indicates that an item to be purchased is to be equal to a sample, such sample will be on display at a designated location in Erie 1 BOCES. Failure on the part of the bidder to examine sample shall not entitle him to any relief from the conditions imposed in the proposal, specification, etc.

DELIVERY

54. Delivery must be made as ordered and in accordance with the proposal and specification. If delivery instructions do not appear on order, it will be interpreted to mean prompt delivery (not to exceed 30 days for equipment or machinery).

    a. The decision of Erie 1 BOCES as to reasonable compliance with delivery terms shall be final.

    b. Burden of proof of delay in receipt of order shall rest with the awarded bidder.

    c. Failure to deliver because of delayed payments or for any other reason, except that described in Paragraph 52 will be cause for open market purchase at the expense of the awarded bidder.

55. Erie 1 BOCES will not schedule any deliveries for Saturdays, Sundays, or legal holidays, except commodities required for daily consumption or where the delivery is an emergency, a replacement, or is overdue, in which event the convenience of Erie 1 BOCES shall govern.

56. Items shall be securely and properly packed for shipment, storage, and stocking in new shipping containers and according to accepted commercial practice, without extra charge for packing cases, baling, or sacks.

57. The awarded bidder shall be responsible for delivery of items in good condition at point of destination. He shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. The receiving Erie 1 BOCES' Center will note for the benefit of awarded bidder when packages are not received in good condition.

58. Unless otherwise stated in the specifications, all items must be delivered and placed at a point within the building as directed by the shipping instructions or the agent for Erie 1 BOCES. The awarded bidder will be required to furnish proof of delivery in every instance.

59. Unloading and placing of the equipment and furniture is the responsibility of the awarded bidder, and Erie 1 BOCES accepts no responsibility for unloading and placing of equipment.

    a. Any costs incurred due to the failure of the awarded bidder to comply with this requirement will be charged to him. No help for unloading will be provided by Erie 1 BOCES, and suppliers should notify their truckers accordingly.

60. All deliveries shall be accompanied by delivery tickets or packing slips. Ticket shall contain the following information for each item delivered:

    a. Contract Number and /or Purchase Order Number

    b. Name of Article and Item Number

    c. Quantity

    d. Name of the awarded bidder

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

62. Payment for the used portion of an inferior delivery may be made by the ordering center on an adjusted price basis.

63. Payment will be made only after correct presentation claim forms are obtained from the ordering center.

64. Payments of any claim shall not preclude the ordering center from making claim for adjustment on any item found not to have been in accordance with general conditions and specifications.

INSTALLATION OF EQUIPMENT

65. The awarded bidder shall clean up and remove all debris and rubbish resulting from his work from time to time as required or directed. Upon completion of the work, the premises shall be left in a neat, unobstructed condition, and the buildings broom cleaned, and everything in perfect repair and order. Old materials are the property of the awarded bidder unless otherwise specified.

66. Equipment, supplies, and materials shall be stored at the site only on the approval of Erie 1 BOCES and at the awarded bidder's risk. In general, such on-site storage should be avoided to prevent possible damage or loss of the material.

67. Work shall be progressed so as to cause the least inconvenience to Erie 1 BOCES and with proper consideration for the rights of other awarded bidders or workmen. The awarded bidder shall keep in touch with the entire operation and install his work promptly.

68. Bidders shall acquaint themselves with conditions to be found at the site and shall assume all responsibility for placing and installing the equipment in the locations required.

69. Equipment for trade-in shall be dismantled by the awarded bidder and removed at his expense. The condition of the trade-in equipment at the time it is turned over to the awarded bidder shall be the same as covered in the specifications, except as affected by normal wear and tear from use up to the time of trade-in. All equipment is represented simply "as is". Equipment is available for inspection only at the delivery point listed for new equipment, unless otherwise specified.

INVOICES

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

CONTRACTUAL INDEMNIFICATION AND CONTRIBUTION

71. The Contractor hereby agrees, to the fullest extent permitted by law, to assume the entire responsibility and liability for and defense of and to pay and indemnify the ERIE 1 BOCES, its Board of Education, and its employees, agents and assigns, (hereinafter referred to collectively as the "ERIE 1 BOCES"), against any loss, cost, expense, liability or damage and will hold the ERIE 1 BOCES harmless from and pay any loss, cost, expense, liability or damage (including, without limitation, judgments, attorney's fees, court costs and the cost of appellate proceedings,) which the ERIE 1 BOCES incurs because of injury to or death of any person or on account of damage to property, including loss of use thereof, or any other claim arising out of, in connection with, or as a consequence of the performance of the work or services required of the Contractor under this Agreement and/or any acts or omission of the Contractor or any of its officers, directors, employees, agents, subcontractors or anyone directly or indirectly employed by the Contractor for whom it may be liable as it relates to the scope of this Agreement.

    a. The Contractor's duty to indemnify shall also require the Contractor to pay and reimburse the ERIE 1 BOCES for all court costs, cost of appellate proceedings, disbursements and attorneys' fees that the ERIE 1 BOCES may incur in the enforcement or prosecution of its indemnity rights against the Contractor.

    b. Whenever the ERIE 1 BOCES is prohibited from obtaining contractual indemnification under this Agreement by reason of the General Obligations Law of New York, the Contractor further agrees that it will contribute to the payment and satisfaction of all judgments entered against the ERIE 1 BOCES, in proportion to the Contractor's relative culpability.

    c. The rights and duties created by this provision shall be in addition to and not in limitation upon any common-law, statutory and other contractual rights that the ERIE 1 BOCES has

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

SAFETY DELEGATION CLAUSE

72. As between Contractor and Erie 1 BOCES (Owner), the Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs (including the provision of safety equipment and devices) in connection with the performance of the Work and services required under this Agreement.

73. Contractor shall comply with all applicable laws, ordinances, rules, regulations (including but not limited to 12 NYCRR 23, and federal OSHA regulations), as well as all lawful orders of public authorities related to safety of persons or property.

MERGER, WRITTEN MODIFICATION AND NON-WAIVER CLAUSE

74. This Agreement represents the entire and integrated agreement between the Erie 1 BOCES and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral.

    a. This Agreement may be amended only by written instrument. All amendments and modifications of this Agreement must be in writing, signed by both parties.

    b. The Erie 1 BOCES shall not be deemed to have waived any term or requirement of this Agreement unless the waiver is expressly memorialized in a writing signed by both parties.

SAVING CLAUSE

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

EXECUTORY CLAUSE

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