

<p style="text-align: center;">GENERAL INFORMATION COOPERATIVE NUTS, BOLTS, FASTENERS, HOSE CLAMPS & BRASS FITTINGS</p>

PARTICIPANTS' RESPONSIBILITY:

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

CONTRACT TERM:

The contract resulting from this bid invitation shall remain in effect upon Award to July 31, 2019. The contract may be extended for two (2) twelve month terms or less upon mutual agreement of the contracting parties.

PRICE CHANGES:

The contract prices shall be subject to increase or decrease during the contract period in accordance with changes which may be made by the manufacturer according to the Designated Price Structure chosen by the awarded vendor.

Request for price list revisions must be sent to Wayne-Finger Lakes BOCES Attn: Lisa Parkison for the bid committee's approval. All requests must be ***received two weeks prior to the effective dates*** of : **1st day of November, February, May & August;** All percentages remain the same as original bid, only fluctuation is in the price lists.

When the price list for the brand is updated, the contractor must submit one copy of the updated price list to each Participant's Transportation Manager. New prices may only be charged on the effective dates of the new price lists noted above.

PURCHASE ORDER/DELIVERY:

The participants will place Purchase Orders directly with the responsible bidder. Purchase orders shall be effective and binding upon the contractor when placed in the mail addressed to the contractor at the address shown on his/her bid form. **(NO SUBSTITUTES AFTER BID AWARD(S) HAVE BEEN MADE.)**

All deliveries shall be made FOB Ordering Organization, Department, Agency, or School District receiving room. No C.O.D.'s. Cores, scrap, etc., are to be picked up by the contractor at the time of delivery of the new product at no additional cost to the Participant.

Minimum Order - Purchase orders shall be effective and binding upon the contractor when placed in the mail addressed to the contractor at the address shown on his/her bid form. **Minimum order is \$75.00.**

DELIVERY:

- STOCK ITEMS ARE TO BE MADE AS SOON AS POSSIBLE, PREFERABLY WITHIN 24 HOURS OF PLACEMENT OF THE ORDER.
- Periodically, the Participants require immediate delivery of one or more items to keep buses and other time-sensitive equipment in operation. In those cases, the Participants require delivery within two (2) hours or less, if

possible. If a contractor cannot meet that requirement, the contractor must inform the Participant, in which case the Participant will obtain the item(s) from alternative sources. In an emergency, the Participant may authorize expedited shipping, in which case the Participant will, upon prior approval, pay the additional freight charges.

- **Performance** – Must deliver within 2 days of receipt of order for normal deliveries and within 24 hours of receipt of order for emergency orders. Must notify participant if unable to meet this deadline.
- **Non-Performance** – Participant(s) shall notify BOCES of non-performance under this contract within five (5) business days. BOCES shall notify vendor in writing and keep all documentation on file. When vendor accumulates three (3) complaints in the same award Group, vendor shall be found non-responsive for this Group and BOCES will notify participants that they should contact only the remaining vendor(s) on this contract and there is no longer an obligation to utilize this vendor due to nonperformance.
- All delivered items shall be placed in suitable containers standard to the trade and in full compliance with all existing health and sanitation regulations governing such deliveries. An itemized delivery ticket shall be presented to the ordering organization, department, agency, or school district with each delivery.

For any order, the contractor must indicate if he/she cannot deliver in the time frame required. If so notified, the Participant reserves the right to obtain the item(s) as stated from the ***Directions under Purchases once contracts are awarded.*** The Participants recognize that on an infrequent basis a contractor may not be able to exactly meet the delivery time frames specified, and the Participants are willing to work with the contractor to meet their needs while being sensitive to the contractor's business. However, should a pattern develop of consistent failure to deliver on time, as agreed by the parties, the Participants will hold the contractor in breach of contract and take whatever steps are required to remedy the breach and meet the Participants' needs.

Invoice - In addition to the requirements in the General Conditions, an invoice must be provided and is to include the list price, discount offered, net unit cost and total cost to the Participant.

PURCHASES:

Once contracts are awarded, all purchases will be as follows:

- The successful vendor offering the highest percentage discount/Net lowest price will always be given the initial opportunity to supply the Participants with the items awarded in this contract (Prime Vendor).
- Should the initial vendor be either unable to supply an item, unable to supply an emergency purchase, or unable to meet a reasonable delivery schedule, the Participant will go to the Second vendor.
- In the event that the Prime or the Second vendors are unable to meet the required need, the Participant will go off contract to another vendor.
- The Participants will always give the Prime vendor the opportunity to supply the materials unless a pattern of non-responsiveness is shown, at which time the vendor's contract may be terminated and the Second vendor shall become the Prime.

COMPLAINTS*:

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

Wayne-Finger Lakes BOCES Business Office
Attn: Lisa Parkison, CPPO, CPPB
Purchasing Director
131 Drumlin Court
Newark, NY 14513-1863

within five (5) days of occurrence. The Coordinator will maintain a file of all complaints that are submitted from both the Participants and the Vendor(s).

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

**Complaint form attached*