

ROCKLAND BOCES

BOARD OF COOPERATIVE EDUCATIONAL SERVICES



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PURCHASING AGENT

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NOTICE TO BIDDERS

The Board of Cooperative Educational Services, Rockland County, popularly known as Rockland BOCES and the entities listed below (in accordance with Section 103 of Article 5-A of the General Municipal Law), hereby invites the submission of sealed bids for the following:

NATURAL GAS SUPPLY - COOPERATIVE BID #2020/21-10

Participating Orange County New York Entities: Cornwall CSD, Highland Falls-Fort Montgomery CSD, Monroe-Woodbury CSD, Newburgh CSD, and Valley CSD

Bids will be received until Tuesday, June 30, 2020 at 11 AM by the PURCHASING OFFICE at:

BUSINESS OFFICE PURCHASING DEPARTMENT- BUILDING #4
Rockland County Board of Cooperative Educational Services (BOCES)
65 Parrott Road
West Nyack, NY 10994-0607

All bids will be publicly opened at 11:00 AM on the above date. Specifications and bid forms may be downloaded from our website at <http://www.rocklandboces.org> or at the following website: www.bidnetdirect.com/rocklandboces. Vendors are requested to carefully review the Instructions to Bidders contained therein.

ROCKLAND BOCES IS NOT RESPONSIBLE FOR BIDS OPENED PRIOR TO THE BID OPENING IF BID NUMBER AND OPENING DATE DO NOT APPEAR ON THE OUTSIDE OF THE ENVELOPE. BIDS OPENED PRIOR TO THE DATE AND TIME INDICATED ARE INVALID.

THE BIDDER ASSUMES THE RISK OF ANY DELAY IN THE MAIL OR IN THE HANDLING OF THE MAIL BY EMPLOYEES OF ROCKLAND BOCES, AS WELL AS IMPROPER HAND DELIVERY. Please refer to Instructions to Bidders Item 5 for details.

The Rockland County Board of Cooperative Educational Services reserves the right to waive any informalities in the bids, or to reject all bids, or to accept any bid which in the opinion of the Board will be to their best interest.

Board of Cooperative Educational Services
Sole Supervisory District
65 Parrott Road
West Nyack, NY 10994-0607

By: Jackie Cinquemani, Purchasing Agent

INSTRUCTIONS TO BIDDERS

1. **SEALED PROPOSALS** - Sealed proposals will be received by an authorized member of the Purchasing Office of the Rockland County Board of Cooperative Educational Services, (hereinafter referred to as Rockland BOCES) until:

Tuesday, June 30, 2020 at 11:00AM

in the Rockland BOCES Business Office Building #4, 65 Parrott Road, West Nyack, New York 10994-0607, for the work, labor, supplies, materials or equipment set forth herein.

2. **DOCUMENTS** - Each Bidder is requested to read carefully the Notice to Bidders, Instructions to Bidders, Non Collusive Bidding Certification and the Specifications, since in fairness to those who submit properly, Bidders will be held to strict compliance with such Notice to Bidders, Instructions to Bidders, Non Collusive Bidding Certifications, and the Specifications.

3. **SUBMITTAL** - Bids must be submitted on forms attached hereto IN A SEALED ENVELOPE, BEARING ON THE OUTSIDE, THE NAME AND ADDRESS OF THE BIDDER AND THE NAME, NUMBER & DUE DATE OF THE BID i.e.

NATURAL GAS SUPPLY - COOPERATIVE BID #2020/21-10

Due Tuesday, June 30, 2020 at 11:00 AM

Alternately, bid submissions may be sent electronically through Bid Net Direct. Incomplete, conditional or obscure bids may be rejected as not meeting bid specifications. Each Bidder must print, type, or stamp the Bidder's firm name on each bid sheet. BLACK INK or TYPEWRITER should be used.

4. **RECEIPT OF BIDS** - All bids received after the designated time as stated in the Notice to Bidders will not be considered by Rockland BOCES and will be returned to the Bidder unopened.

5. **BIDDER RESPONSIBILITIES** - The Bidder assumes all responsibility for receipt of his/her bid by Rockland BOCES. The Bidder assumes all risk of delay in the mail or in the handling of the mail by employees of Rockland BOCES. The Bidder further assumes the responsibility for having his/her bid deposited with an authorized member of the Purchasing Office on time, whether sent by mail courier or personal delivery.

6. **SCOPE OF SPECIFICATIONS** - All sections of the contract documents attached thereto or indicated to be included in the Specifications are to be an integral part of these and all specifications and contracts. Their provisions shall govern the performance and execution of the work to be done and/or the services to be rendered under a resultant contract.

7. **CERTIFICATION** - Submission of bid by a Bidder will be construed as indication that he/she is fully informed as to the extent and character of the work, labor, supplies, materials or equipment required and can perform the work, furnish the supplies, materials or equipment satisfactorily to the full intent of the Specifications without any extras. His/her bid shall include the furnishing of all labor, materials and equipment as required by the work to be done or the services to be rendered.

Initial _____

INSTRUCTIONS TO BIDDERS (Continued)

8. **OPENING OF BIDS** - The bids will be publicly opened by the Purchasing Agent, or designee, of Rockland BOCES, at 65 Parrott Road, Bldg. 4, West Nyack, NY. At bid opening, only Bidders' names will be read; unit prices will not be read, but will be available when bid summary sheet is prepared.

9. **REJECTION OF BIDS** - Rockland BOCES reserves the right to reject all bids if such bids are not deemed in the best interest of the Board and readvertise for new bids, or to accept the bid of the lowest responsible Bidder, or that bid which is in the best interest of the Board.

10. **AWARD** - Rockland BOCES reserves the right to award bids on individual items, by category, by groups of items or on total sum bids whichever will be in the best interest of the Board.

11. **AWARD OF CONTRACT** - Award of the contract shall be made according to law as soon as practicable after the public opening of bids.

12. **FORM OF PROPOSAL** - Each Bidder is required to state in his/her bid the names and places of residence, of any and all persons interested in the bid, that the bid is made without any connection with any person making another bid for the same contract, and that it is in all respects fair and without collusion or fraud; also, that no member of Rockland BOCES, or any person in the employ of this Board is directly or indirectly interested in the bid, or in the materials, supplies, or the work to which it relates or in any other portion of the profits thereof.

13. **COMPANY IN DEFAULT** - No bid will be considered from any person who is in arrears to Rockland BOCES or who is in default, as surety or otherwise upon any obligation to said Board, nor shall a bid be considered from any contractor whose performance or any previous contract with Rockland BOCES has been unsatisfactory in the opinion of this Board.

14. **UNIT PRICE** - The Bidder must insert in his/her bid, the price per unit specified, and the price extension of each item, if required. In the event of discrepancy between the unit price and the extension the unit price will govern. Prices must be extended in decimals, not fractions.

15. **INVOICING** - Upon the complete satisfaction of Rockland BOCES or other cooperating entities, payment will be made after presentation of the vendor's invoice.

16. **TAX** - Purchases by Rockland BOCES and other cooperating entities are not subject to any sales or Federal Excise Tax. BOCES' Federal Identification number appears on all of its purchase orders. Exemption Certificates will be furnished upon request.

17. Not Applicable

Initial _____

Orange County Schools

2020–23 Request For Bids:

Natural Gas Supply

(Central Hudson accounts only)

Cooperative Bid #2020/21–10

June 5, 2020

Prepared by:



717 Constitution Drive, Suite 110

Exton, PA 19341

Telephone: 610.321.2710

Fax: 610.321.2713

General Information

The Rockland County Board of Cooperative Educational Services (Rockland BOCES), in conjunction with EPEX, Inc., its energy purchasing consultant, is issuing this Natural Gas Request for Cooperative Bid on behalf of the following cooperating Orange County New York school district entities hereinafter referred to as either "Client(s)" or "Buyer(s)":

Orange County: Cornwall CSD, Highland Falls-Fort Montgomery CSD, Monroe-Woodbury CSD, Newburgh CSD, and Valley CSD.

All accounts included in this Request for Bids are located within the Central Hudson Gas & Electric (CH) service territory.

The successful Bidder will be responsible for providing primary firm natural gas supplies, interstate pipeline transportation, scheduling and balancing, reporting, invoicing, and other administrative services as required. Each school district will award bids for its own accounts. The bidding documents and notice of award, in conjunction with the Bidder's proposed supply contract (only if required and submitted by Bidder in their bid submittal), shall constitute the entire agreement between Client and Bidder.

Client Data

Client facility locations, LDC ("Local Distribution Company") account and rate information, and historical usages in mcf burnertip are provided in Attachment A (Excel spreadsheet).

The data provided represent the expected usage levels based on historical usage and assume regular occupancy and building usage levels. The usage data provided are only indicative and are not a guarantee of minimum or maximum purchase volumes. Actual usage will vary based upon weather conditions and facility operating schedules.

Commencement Date & Supply Term

Bids are being requested for all accounts for 1-, 2-, and 3-year supply terms starting on September 1, 2020.

It is solely the responsibility of the winning Bidders to submit enrollment notices to the LDCs in order to meet the enrollment deadlines for the contracted supply start date.

The following table lists the specific supply terms, including commencement date and end date, by gas account type.

Term	Commencement Date	End Date	Term Duration
Term I	Sep 1, 2020	Aug 31, 2021	1 year
Term II	Sep 1, 2020	Aug 31, 2022	2 year
Term III	Sep 1, 2020	Aug 31, 2023	3 year

Primary Firm Supply Requirement

The successful Bidder will guarantee primary firm, non-recallable natural gas, such that the risk of natural gas supply failure is borne by the Bidder. Bidder will transport, nominate, schedule, balance, and monitor Client(s) natural gas usage. All penalties assessed by the LDC due to imbalances (except for Client's failure to interrupt during an LDC interruption event) are the responsibility of the Bidder and will be paid or reimbursed by Bidder.

Price

The Bidder MUST provide their bid in the following format:

- CH SC-6 Accounts (Firm): NYMEX Henry Hub plus basis (\$/MMBtu) – where basis includes ALL costs associated with delivering the natural gas to the Central Hudson Citygate, including, but not limited to, interstate pipeline transportation, losses, balancing, scheduling, taxes, and marketer's margin. Pricing must be for full requirements (no bandwidth limitation).

Refer to Attachment B for the pricing matrix form to be completed for acceptance of Bidder's proposal. Please note that prices are to be given in \$/MMBtu Citygate, while usage data provided in Attachment A are in mcf burnertip.

Bidder's prices shall be all-inclusive of costs and taxes associated with the delivery of natural gas to the LDC designated delivery point. Basis prices shall be the same for all of a Client's accounts that are on the same LDC rate.

The total price to the Client will be NYMEX plus Basis Price, where NYMEX for each month is the price agreed-upon between Bidder and Client ("Trigger Price") prior to the last day of trading ("Settlement Date") of the New York Mercantile Exchange ("NYMEX") gas futures contract prices. If no Trigger Price has been agreed-upon, then NYMEX will default to the NYMEX gas futures contract settlement price on the last trading date of that month's NYMEX contract.

Bidder shall bill Clients based on the actual gas quantity used at the customer meter as measured by the LDC (as opposed to quantities delivered to LDC citygate as specified by the LDC).

Any applicable sales taxes will be the responsibility of the Client. All of the Clients are exempt from paying New York State sales tax and will provide the Bidder with appropriate sales tax exemption documentation.

Bidding Requirements

1. Bidder must submit bids to supply natural gas to all of the accounts within an LDC rate.
2. Bidder must provide general background information including the most recent annual report, three (3) customer references, listing of comparable accounts and local distribution companies your company currently serves behind. If Bidder has already provided this information to Rockland BOCES in a prior natural gas bid submittal within the past 24 months, and if the previously-submitted information is still current, Bidder may refer to those documents and is not required to resubmit them.
3. Bidder must include the name, address, phone and fax number, and brief background of your person designated as account manager.
4. Successful Bidder will be a major gas producer, an affiliate or joint venture with a major producer, an affiliate or joint venture with a major energy company, utility, or pipeline, or other approved market supplier.
5. Bidder will be responsible for any and all scheduling and balancing services and penalties.
6. Bidder will be responsible to provide the appropriate notification to LDC of the switch to the awarded Bidder within the deadlines established by LDC so that Bidder begins supplying accounts on the supply commencement date. Bidder will be responsible to compensate Client for any additional costs incurred by Client that result from missed deadlines throughout the awarded term.
7. All bids submitted will be binding for a period of two (2) days from date of bid opening unless bidder indicates otherwise.
8. Bidders must comply with all requirements in this Request for Bids and the accompanying Notice to Bidders, Instructions to Bidders, Specifications, and Non-Collusive Bidding Certification.

Clients shall have the right to disclose information received pertaining to this Request for Bids to the New York State Education Department, any Federal or State regulatory agency, or any other entity (if required by law).

SUBMISSION OF A BID CONSTITUTES ACCEPTANCE OF THE AGREEMENT TERMS AND CONDITIONS CONTAINED HEREIN.

Disclaimer

The Request for Bids and the data provided by Clients and EPEX are believed (but not guaranteed) to be accurate and do not guarantee the future activity of the Client's operations. Each Bidder is responsible for making its own evaluation of all information, circumstances and data in preparing and submitting responses to this Request for Bids. If, during the course of its evaluation, a Bidder becomes aware of an error in this Request for Bids or the data provided by EPEX, the Bidder should

notify EPEX. Neither the Client nor EPEX and any of its Directors, Officers, employees or agents is representing the accuracy or completeness of this Request for Bids or the data provided.

Bid Evaluation

The evaluation of bids will be based on lowest total annual cost to Client. Clients may award bids on individual accounts, by rate, by groups, or in total, whichever is in the best interest of the Client.

Preference will be given to Bidders that utilize the bidding documents and notice of award as the agreement between Client and Bidder and do not require use of a separate supply contract.

Bid Schedule

In accordance with this Request for Bids, Bidders must submit their bids in a sealed envelope to:

BUSINESS OFFICE PURCHASING DEPARTMENT– BUILDING #4
Rockland County Board of Cooperative Educational Services (BOCES)
65 Parrott Road
West Nyack, NY 10994–0607

or electronically through Bid Net Direct.

Bids must be received no later than 11:00 A.M. on Tuesday, June 30, 2020.

- | | |
|-------------------------------|---------|
| 1. Request for Bids Issuance | 6/4/20 |
| 2. Question Deadline | 6/18/20 |
| 3. Proposal Deadline | 6/30/20 |
| 4. Acceptance Letter Issuance | 7/1/20 |

Once the Client has completed the bid evaluation and selected the successful Bidder(s), each Client will issue formal acceptance and award of bid. The bidding documents and notice of award shall constitute the agreement between Client and Bidder unless Bidder submitted a proposed supply contract. If Bidder submitted a proposed supply contract, each Client will then negotiate any necessary contract terms with awarded Bidder and execute a negotiated supply contract.

The issuance of this Request for Bids does not obligate the Clients or EPEX to accept any of the resulting proposals. EPEX and the Clients make no commitments, implied or otherwise, that this Request for Bids process will result in a business transaction with one or more of the Bidders.

Any questions or comments regarding this Request for Bids shall be submitted in writing to EPEX via email at DSwieson@epexinc.com. Responses to questions will be sent to all Bidders (provide primary contact person name and email address). Absolutely no questions, comments, or solicitations by Bidders regarding this Request for Bids shall be addressed with any of the Client's personnel.

NATURAL GAS SALES AGREEMENT

The subsequent sections along with "Attachment B – Pricing Matrix" set forth the terms and conditions of a natural gas ("Gas") sales transaction entered into by Buyer and Seller collectively referred to as ("Parties").

Terms and Conditions:

TERM: This agreement shall remain in full force and effect for the period from the applicable commencement date through the end date of the awarded term, both of which are indicated by the Buyer in the bid award letter.

QUALITY: All natural gas delivered shall meet the quality and heat content requirements of the applicable transporting pipeline.

DELIVERY POINT: Seller shall deliver gas sold hereunder to Buyer at the location set forth as the Delivery Point for transportation gas customers by the local distribution company ("LDC").

QUANTITY AND PRICE: Seller agrees to deliver to Buyer, and Buyer agrees to purchase and receive from Seller, 100% of the gas used each month as determined by the LDC meters for the all-inclusive price shown on the attached bidding sheet. Seller guarantees primary firm, non-recallable natural gas, such that the risk of natural gas supply failure is borne by the Seller. Seller will transport, nominate, schedule, balance, and monitor Buyer's natural gas usage. Attachment A shall be used by the Seller for the purpose of establishing nomination quantities unless Seller receives changes in nomination volumes in writing from Buyer prior to any delivery month. All penalties assessed by the LDC due to imbalances are the responsibility of the Seller and will be paid or reimbursed by Seller, unless imbalance is the result of Client's failure to comply during an LDC interruption event.

FAILURE TO DELIVER GAS: If Seller fails to deliver the quantities of gas provided for in this Agreement or Seller fails to enroll Buyer's accounts with the LDC, Seller shall pay as damages to the Buyer, the cost of purchased replacement gas including all LDC penalties less the price of gas provided under this Agreement.

SELLER AS AGENT: Buyer hereby appoints Seller to act as its limited agent to (I) enroll, manage, nominate, schedule, and balance transportation service with the LDC; (II) communicate directly with the LDC to balance scheduled and actual receipt and delivery of Buyer's gas; and (III) do other activities necessary to perform duties as outlined herein.

BILLING AND PAYMENTS: Seller will invoice Buyer for gas delivered each month in a format that clearly indicates the quantity of gas received by Buyer as determined by the LDC and the amount

due to Seller for such gas. Buyer will remit to Seller the amount due no later than 30 days after receipt of the invoice.

TERMINATION FOR DEFAULT: In the event Buyer fails to make payment required by the applicable due date and the failure is not remedied within thirty (30) days of receipt of written demand for cure, Seller may terminate this Agreement. In the event Seller fails to make deliveries to the LDC for a period of seven (7) consecutive days and the failure is not remedied with seven (7) days of receipt of written demand for cure, Buyer may terminate this Agreement. Termination does not result in a waiver of damages.

POSSESSION OF GAS: Title to gas bought and sold hereunder shall pass from Seller to Buyer at the Delivery Point.

WARRANTY AND INDEMNIFICATION: Seller warrants that it has good title to all of the gas delivered hereunder, and that the gas is free from liens, encumbrances, all applicable taxes, and adverse claims of any kind. Seller agrees to hold harmless and indemnify Buyer against all losses, liabilities, or claims including attorneys' fees and costs of court, from any and all persons, arising from or out of any claims of title, personal injury or property damage before title passes to Buyer.

FORCE MAJEURE: In the event either Party is rendered unable, wholly or in part, by Force Majeure to carry out its obligations under this Agreement, it is agreed that upon such Party's giving written notice of such Force Majeure event that the obligations under this Agreement to the extent that they are affected by the Force Majeure shall be suspended until such time as the obligations are no longer affected by the event. "Force Majeure" shall mean an event that is not within the reasonable control of the Party claiming Force Majeure and which cannot be avoided by the exercise of reasonable diligence. Force Majeure includes but is not limited to Acts of God, strikes, lockouts, wars, civil disturbances, or government actions such as necessity to comply with any court order, law, statute, ordinance, or regulation promulgated by a government authority having jurisdiction. An increase or decrease in the cost of gas or taxes, or the economic hardship of a Party does not constitute Force Majeure for the purposes of this Agreement

LIMITATION OF LIABILITY: Neither Party will be liable to the other Party for any consequential, punitive, or indirect damages arising from its non-performance or breach of this Agreement.

GOVERNING LAW: This Agreement shall be construed in accordance with the laws of the State of New York.

MISCELLANEOUS: If any provision in this Agreement is determined to be invalid, void, or unenforceable by any court having jurisdiction, such determination shall not invalidate, void, or make unenforceable any other provision, agreement, or covenant of this Agreement. This Agreement contains the entire agreement between the Parties and supersedes any previous understandings, agreements, communications, and representations, whether written or oral, concerning the sale of gas between the Parties.

Attachment A
Account Data
2020-23 Request for Cooperative Bid: Natural Gas Supply
Orange County Schools

Client (School District)	Location	Account No.	Service Address	Service City	Utility	Rate	Annual Mcf	Total Burnerhp Mcf for nominations	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Comwall CSD	Comwall MS	8661003000	130 Main St	Comwall, NY 12518-1531	CH	SC6	6,133	1,682	1,682	835	628	193	216	44	26	25	39	102	467	892
Comwall CSD	Comwall ES	8661004000	Lee Rd	Comwall, NY 12518-1318	CH	SC6	3,339	547	647	452	270	171	216	4	3	3	5	171	488	532
Comwall CSD	Hudson ES	8661033000	234 Hudson St	Comwall-Hdsn, NY 12520-1525	CH	SC6	1,826	344	369	271	136	101	101	21	9	14	12	71	244	234
Comwall CSD	Willow Ave ES	8661126000	67 Willow Ave	Comwall, NY 12518-1441	CH	SC6	2,309	423	530	337	143	93	93	12	4	4	4	85	300	374
Comwall CSD	New High School	8662037600	10 Dragon Dr	Comwall, NY 12518	CH	SC6	17,907	2,572	2,585	2,184	1,272	1,033	1,033	1,034	686	801	774	959	2,622	1,375
Highland Falls CSD	Intermediate School	8463259000	52 Mountain Ave	Highland Falls, NY 10928-1303	CH	SC6	4,538	778	849	788	324	120	120	9	4	7	8	214	628	789
Monroe Woodbury CSD	Central Valley ES	8660012500	45 Route 32	Central Valley, NY 10917	CH	SC6	7,881	1,290	1,690	1,290	810	270	270	0	0	0	0	132	1,105	1,294
Monroe Woodbury CSD	MS (Rate G820)	8660030300	199 Dunderberg Rd	Central Valley, NY 10917	CH	SC6	9,912	1,843	2,299	1,622	1,092	171	171	0	0	0	0	0	1,413	1,472
Monroe Woodbury CSD	MS (Rate G400)	8660030500	199 Dunderberg Rd	Central Valley, NY 10917	CH	SC6	988	90	134	115	114	87	87	76	26	29	22	116	93	84
Monroe Woodbury CSD	High School	8660030800	155 Dunderberg Rd	Central Valley, NY 10917	CH	SC6	12,950	2,246	2,952	1,905	1,232	682	682	104	0	0	0	0	1,758	2,061
Monroe Woodbury CSD	Smith Clove ES	8660175500	21 Smith Clove Rd	Central Valley, NY 10917	CH	SC6	4,149	1,053	789	661	386	140	140	0	0	0	0	47	439	635
Newburgh CSD	Meadow Hill ES	8647082000	124 Meadow Hill Rd	Newburgh, NY 12550	CH	SC6	5,664	930	1,129	881	723	185	185	0	102	87	54	182	575	816
Newburgh CSD	Gardentown ES	8656156000	6 Platikill Turnpike	Newburgh, NY 12550	CH	SC6	3,841	647	838	750	539	129	129	26	20	13	10	21	212	536
Newburgh CSD	New Windsor ES	8665081000	175 Quassaick Ave	New Windsor, NY 12553	CH	SC6	3,949	667	844	501	315	167	167	24	13	16	10	184	591	617
Newburgh CSD	South JHS	8666095000	33-63 Monument St	Newburgh, NY 12550	CH	SC6	10,050	2,174	2,174	1,645	660	153	153	1	0	0	2	466	912	1,863
Newburgh CSD	West St ES	8670086002	39 West St School	Newburgh, NY	CH	SC6	3,210	580	493	579	453	93	93	58	4	4	4	10	222	712
Newburgh CSD	NFA HS	8670092000	201 Fullerton Ave	Newburgh, NY 12550	CH	SC6	12,198	2,035	2,735	2,260	1,488	529	529	94	183	92	101	184	784	1,713
Newburgh CSD	Gidney Ave ES	8671002000	300 Gidney Ave	Newburgh, NY 12550	CH	SC6	4,595	812	964	714	446	188	188	0	0	1	0	144	585	741
Newburgh CSD	North JHS	8673092000	301 Robinson Ave	Newburgh, NY 12550	CH	SC6	10,180	1,956	2,233	1,670	671	95	95	3	2	2	0	509	1,417	1,622
Newburgh CSD	Temple Hill ES	8684014002	525 Union Ave	New Windsor, NY 12553	CH	SC6	3,949	583	980	670	388	113	113	37	64	49	28	103	317	617
Newburgh CSD	Temple Hill ES	8684014100	525 Union Ave	New Windsor, NY 12553	CH	SC6	70	8	7	5	7	7	7	5	3	2	2	4	6	9
Newburgh CSD	Heritage MS	8684016000	405 Union Ave	New Windsor, NY 12553	CH	SC6	4,717	953	1,244	864	17	17	17	17	17	0	8	86	579	931
Newburgh CSD	Vails Gate ES	8684037000	400 Old Forge Hill Rd	New Windsor, NY 12553	CH	SC6	3,103	569	671	511	341	93	93	13	7	7	3	43	309	536
Valley CSD	East Colldenham ES	8647131000	286 Route 17K	Newburgh, NY 12550	CH	SC6	2,558	461	461	402	286	121	121	29	18	16	11	57	293	394
Valley CSD	Berea ES	8648053000	946 Route 17K	Montgomery, NY 12549	CH	SC6	4,035	731	820	575	375	298	298	52	25	23	14	89	517	517
Valley CSD	High School	8648071000	1175 Route 17K	Montgomery, NY 12549	CH	SC6	13,788	2,155	3,005	2,246	1,650	1,144	1,144	305	1	1	0	137	1,572	1,572
Valley CSD	Middle School	8648073001	1189 Route 17K	Montgomery, NY 12549	CH	SC6	5,313	1,008	1,316	914	18	18	18	18	18	18	746	63	413	762
Valley CSD	Middle School (pool)	8648076000	1189 Route 17K	Montgomery, NY 12549	CH	SC6	1,795	191	232	161	143	98	98	104	66	70	85	162	214	270
Valley CSD	Montgomery ES	8657072000	141 Union St	Montgomery, NY 12549	CH	SC6	6,019	926	1,227	1,287	413	315	315	15	10	10	4	147	813	853
Valley CSD	Maybrook ES	8659015000	120 Broadway	Maybrook, NY 12543	CH	SC6	1,711	351	288	327	139	65	65	1	1	1	1	22	226	290

**Attachment B
Bid Sheet**

Bidder: _____
Orange County Schools

CH SC6 Basis Bids (\$/MMBtu Citygate)

Client	TERM I: 1-year September 1, 2020 to August 31, 2021	TERM II: 2-year September 1, 2020 to August 31, 2022	TERM III: 3-year September 1, 2020 to August 31, 2023
Cornwall CSD	\$_____	\$_____	\$_____
Highland Falls CSD			
Monroe-Woodbury CSD			
Newburgh CSD			
Valley CSD			

Basis Price must include ALL costs associated with delivering natural gas to the LDC Citygate less NYMEX Henry Hub.

Prices must be for full plant requirements.

The total price to the Client will be NYMEX plus Basis Price, where NYMEX for each month is the price agreed-upon between Bidder and Client ("Trigger Price") prior to the last day of trading ("Settlement Date") of the New York Mercantile Exchange ("NYMEX") gas futures contract prices. If no Trigger Price has been agreed-upon, then NYMEX will default to the NYMEX gas futures contract settlement price on the last trading date of that month's NYMEX contract.

Our natural gas IS / IS NOT subject to import tax.

The prices above DO / DO NOT include import tax.

Authorized Signature _____

INSTRUCTIONS TO BIDDERS (Continued)

18. **QUANTITY** - Bidder agrees to deliver the quantity of gas actually used each month as determined by the LDC meters.

19. **DELIVERY** – The successful Bidder shall deliver gas to the Delivery Point for transportation gas customers as designated by the local distribution company ("LDC"). Seller guarantees primary firm, non-recallable natural gas, such that the risk of natural gas supply failure is borne by the Seller. Seller will transport, nominate, schedule, balance, and monitor Buyers' natural gas usage. Failure to deliver as specified may result in rejection. Replacement will then be made through open market sources. Any increase in price will be chargeable against the original vendor and/or deducted from future payments by the Board. or other participating entities.

20. **WARRANTY** – The successful Bidder warrants that it has good title to all of the gas delivered hereunder, and that the gas is free from liens, encumbrances, all applicable taxes, and adverse claims of any kind.

21. Not Applicable

22. **TERMINATION OF CONTRACT/DEFAULT OF CONTRACT** - In the event that the Bidder fails to perform and/or is in violation of any of the provisions as set forth in these contract documents, Rockland BOCES or other of the cooperating entities may serve written notice to the Bidder and their Surety. Written notice shall list all violations and/or failure of the Bidder to perform the work as described herein. Rockland BOCES and other cooperating entities will consider the Bidder in default when they have failed to correct any violations within ten (10) working days. Rockland BOCES will then request the Surety to assume the performance of the contract. The evaluation of the Bidder's performance in meeting the standards of the work as described herein shall be the function and the responsibility of Rockland BOCES' Designee.

23. **BID BOND** - Unless otherwise mentioned in the Specifications, no bid bond is required.

24. **PERFORMANCE BOND** - Unless otherwise mentioned in the Specifications, no performance bond is required.

25. **CHANGES** - Any changes made in specifications after the Contract is awarded must be made in writing. No oral agreement made between any party of the first part and Rockland BOCES and/or its representative(s) will be valid.

26. **FINAL AUTHORITY** - In all cases the decision of Rockland BOCES will be final.

27. **TERMS OF CONTRACT** - After award the successful Bidder will be given written notice to proceed and shall provide supplies/services for the period of the Contract.

Initial _____

BID PROPOSAL CERTIFICATIONS

Firm Name _____ Phone _____
Business Address _____ Email _____
_____ Date _____
_____ Fax _____

I. General Bid Certification

The bidder certifies that he will furnish for the prices hereby 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 of the State of New York as follows:

§ 103-d. Statement of non-collusion in bids and proposals to political subdivision of the state

1. 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 of 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.

_____ See Attachment Attachment B _____ Dollars
Total Price Bid

\$_____ See Attachment Attachment B _____

Authorized Signature

Printed Name

Title

SPECIFICATIONS AND INSTRUCTIONS

GENERAL - Refer to the following Request for Bids – Natural Gas Supply document for specifications.

- 2020/21-10 Request for Bids – Natural Gas Supply - Terms & Conditions Cover + 6 pages
- Attachment A - Account Data 1 page
- Attachment B - Bid Sheet 1 page
- Form A - Vendor Identification 2 pages
- Instructions For Completing And Submitting Bid 1 page
- Non-Bidder's Response 1 page

Bidder Company Name

BOARD OF COOPERATIVE EDUCATIONAL SERVICES
65 PARROTT ROAD
WEST NYACK, NY 10994-0607

FORM-A

VENDOR IDENTIFICATION

Name of Organization: _____
Address of Organization: _____

Contact Person and Title: _____
Phone: () _____
Fax: () _____
E-Mail: _____
Website: _____
Federal Tax ID Number _____

Are you incorporated: () Yes () No
a. If yes, in what State are you incorporated? _____
b. If you are not incorporated in New York State, are you authorized to do business in New York? _____

If you are not incorporated, you are a (n):
_____ Partnership
_____ Sole Proprietorship
_____ Unincorporated association
_____ Other (please specify)

	<u>Firmwide Totals</u>	<u>Responsible Office</u>
No. of Shareholders	_____	_____
No. of Principals	_____	_____
No. of Managers	_____	_____
No. of Staff	_____	_____
No. of Support Staff	_____	_____

This form, together with the Bid Proposal Certification, must be returned with your bid.

**BOARD OF COOPERATIVE EDUCATIONAL SERVICES
65 PARROTT ROAD
WEST NYACK, NY 10994-0607**

FORM-A

VENDOR IDENTIFICATION (continued)

List all Principals of the bidding firm:

List all individuals who will be available throughout the term of the agreement for continuing advice and counsel.

List all Business Names, Corporate or otherwise, used by the above listed Principals over the past ten (10) years:

Have any of the projects represented by the above resulted in litigation?

If yes, please explain:

I, _____ as Principal of the bidding firm,
(print name) (print title)

hereby certify that the above listed information is complete, true and accurate.

(signature)

This form, together with the Bid Proposal Certification, must be returned with your bid.

**BOARD OF COOPERATIVE EDUCATIONAL SERVICES
65 PARROTT ROAD, WEST NYACK, NY 10994-0607**

INSTRUCTIONS FOR COMPLETING AND SUBMITTING BID

This page must be completed, signed and returned with the bid forms

In the appropriately marked columns, enter the complete unit price and extended price for the quantity and unit of measure specified. Do not enter price per thousand or bid on any configuration other than what is specifically requested. Bids improperly filled out are subject to rejection.

Do not use ditto marks or squiggly lines to indicate that the price is the same as above. Each item you bid on must have an actual price entered in the appropriate box. Items that do not have a price entered will be considered as No-Bid's

BID FORMS MUST BE SUBMITTED IN SEALED ENVELOPES. BIDS SENT BY COURIER OR BY OVERNIGHT MAIL MUST BE IN A SEALED ENVELOPE, WITHIN THE COURIER PACKAGING, BEARING ON THE OUTSIDE THE NAME AND ADDRESS OF THE BIDDER AND THE NAME, NUMBER & DUE DATE OF THE BID. BIDS SUBMITTED INCORRECTLY ARE SUBJECT TO REJECTION.

The following items must be submitted with your bid:

THIS FORM, completed and signed, signed BID CERTIFICATION form, signed COMPANY INFORMATION form, any PAGES OF THE BID form you have filled out. It is necessary to return all pages, even if you have not bid on any items on the page.

Questions regarding this bid should be directed to: Jackie Cinquemani at: (845) 627-4746

Please check (x) the following:

_____ I have read the specifications and instructions and am bidding to specification.

_____ I have included all necessary forms with the bid.

Company Name _____

Signature _____

Printed Name _____

Title _____

Date _____

This form, together with the Bid Proposal Certification, must be returned with your bid.

Rockland BOCES
65 Parrott Road, West Nyack, NY 10994-0607

IRAN DIVESTMENT ACT CERTIFICATION

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 Request for Proposal (RFP) in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Proposer/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, Proposer/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 Rockland BOCES receive information that a person is in violation of the above-referenced certification, Rockland BOCES 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 Rockland BOCES 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.

Rockland BOCES reserves the right to reject any proposal 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: _____

This form, together with the Bid Proposal Certification, must be returned with your bid.

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

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

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. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> 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. <input type="checkbox"/> 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) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional) ROCKLAND BOCES 65 PARROTT ROAD WEST NYACK, NY 10994
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													
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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 ▶

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.

**BOARD OF COOPERATIVE EDUCATIONAL SERVICES
65 PARROTT ROAD
WEST NYACK, NY 10994-0607**

NON-BIDDER'S RESPONSE

The Rockland County Board of Cooperative Educational Services is interested in the reasons why prospective Bidders fail to submit bids. Failure to submit a bid without explanation may result in removal of your firm from our Bidders' list. If you are NOT submitting a bid in this proposal, please indicate the reason(s) by checking off one or more of the items below and return this form to us.

1. Unable to bid at this time, but would like to receive future bid proposals.
2. Items or material not manufactured, distributed, stocked, furnished.
3. Materials or items we have to offer do not fully meet all the requirements of standards specified.
4. Multiplicity of delivery 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. Other reasons _____

You may remove our name from the Bid List for:

This Commodity Group

This Commodity Class

This Item or Material

All Bids

Company Name _____

Authorized Signature _____

Printed Name _____

Date _____