

**East Ramapo Central School District
105 South Madison Avenue, Spring Valley, NY 10977
RFB-ER-9-21 Electric Supply**

**Request for Bid:
Electric Supply**

Bid Number: RFB-ER-9-21

**Issued:
Submission Deadline:
Tuesday, September 22, 2020
11:00 A.M.**

Proposal documents can be downloaded from the Empire State Purchasing Group at <http://www.bidnetdirect.com/new-york> and District Website at <http://www.ercsd.org>.

Proposal must be submitted electronically by:

**Date: September 22, 2020
Time: 11:00 A.M.**

All Proposals must be submitted electronically by registering on <http://www.bidnetdirect.com/new-york>

**East Ramapo Central School District
Michelle Rivera, Purchasing Agent
105 South Madison Avenue
Spring Valley, NY 10977**

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NOTICE TO BIDDERS

The Board of Education of the East Ramapo Central School District (hereafter "District", hereby invites the submission of bids (in accordance with Section 103 of Article 5-A of the General Municipal Law) for the following:

Bid No.: RFB-ER-9-21- Electric Supply

Bid Submission:

Proposal must be electronically submitted through <http://www.bidnetdirect.com/new-york> by **September 22, 2020 by 11:00 A.M.** All vendors are able to select the Limited Option (no charge) to register. You will have to log in daily and check the website for solicitations along with any additional information being published, i.e. addenda, communications, BID and RFP results. This link can also be found on the district's website under Purchasing Department. **East Ramapo Central School District Purchasing Office, located at 105 South Madison Avenue, Spring Valley, N.Y. 10977, will only be accepting electronic proposals during COVID 19 state of emergency.**

If you have any questions regarding the Empire State Purchasing Group site or need assistance with access of information, please contact Empire Customer Service at 800-835-4603.

There is no express or implied obligation for the East Ramapo Central School District to reimburse applicants, (hereinafter referred to as "vendors", "entity(s)" for any expense incurred in preparing the response to this RFP, or for interview(s) in responding to this request. Proposals submitted after the stated time and date will not be considered.

Any changes to Proposal Submissions will be in the form of an addendum

Bid Distribution:

Bid documents can be downloaded through the District's website: <http://www.ercsd.org> or through the Empire State Purchasing Group's Bid Notification System: <http://www.bidnetdirect.com>.

Vendors are encouraged to visit bidnet site to register to ensure that they receive future bids and addenda. If you have not registered, you may not receive addenda that could be vital to your bid submission.

If you have obtained this bid from a source other than those listed above, you are encouraged to contact the District to receive an "official" copy. You are not guaranteed to receive important addenda or information regarding this bid if you are not registered with the School District or have not obtained copies of this RFB officially. Failure to response to a bid on "official" bid copies may result in disqualification.

The undersigned reserves the right to reject all proposals and to accept any proposal or proposals or proposals as submitted, or as modified, which in the opinion of the undersigned will be in the best interests of the East Ramapo Central School District.

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PROPOSALS MUST BE RECEIVED ELECTRONICALLY NO LATER THAN THE DATE AND TIME AS SPECIFIED IN THE PROPOSAL DUE DATE.

INSTRUCTIONS TO BIDDERS

It is important to review the terms and conditions of this and any Request for bids, as the format of our RFB documents as well as some terms and conditions may have changed. Specifically, the following changes should be noted with respect to the packaging and delivery of your bid documents:

- 1 All bids MUST be submitted electronically. This will not be a public bid opening due to the State Of Disaster Emergency Declared For The State Of New York. A Certificate of Bid Opening shall be made available upon request following the opening of bids.**
- 2 Documents** - Each Bidder is requested to read carefully this 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 Certification and the Specifications.
- 3. Delivery & Receipt of Bids** - Bids must be electronically submitted as indicated in the Notice to Bidders no later than the date and time as listed in the bid documents and/or any amendments that may be issued accordingly. **Late bids cannot be accepted.**
- 4. Scope of Specifications** - All sections of the contract documents attached thereto or indicated to be included in the Specification 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.
- 5. 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. Bidder shall include the furnishing of all labor, materials and equipment as required by the work to be done or the services to be rendered.
- 6. Rejection of Bids** - The District reserves the right to reject all bids if such bids are not deemed in the best interest of the Board of Education and re-advertise for new bids, or to accept the bid of the lowest responsible Bidders, or that bid which is in the best interest of the Board of Education.
- 7. Award** – The District 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 of Education.
- 8. Award of Contract** - Award of the contract shall be made according to law as soon as practicable after the public opening of bids.

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- 9. 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 the District, or any person in the employ of the Board of Education 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.
- 10. Company in Default** - No bid will be considered from any person who is in arrears to the District, 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 the District has been unsatisfactory in the opinion of the Board of Education.
- 11. 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.
- 12. Invoicing** - Upon the complete satisfaction of the District, payment will be made after presentation of the vendor's invoice.
- 13. Tax** - Purchases by the District and other cooperating entities are not subject to any sales or Federal Excise Tax. The District's Federal Identification number appears on all of its purchase orders. Exemption Certificates will be furnished upon request.
- 14. Not Applicable**
- 15. Quantity** - Bidder agrees to deliver the quantity of electricity consumed each month as determined by the LDC meters. In awarding any bid the District may select a number of units within a range of 25% above or below the number of units for which a bid was required for such item.
- 16. Delivery** - The successful Bidder shall deliver electricity to the Retail Distribution Receipt Point ("RDRP") for electricity customers as designated by the LDC. Bidder guarantees full-requirements electric supply, including firm energy, firm capacity, firm transmission, load following, reserve margin requirements, all other necessary ancillary services, line losses, Clean Energy Standard charges, TOTS, bidder's margin, District's energy consultant's fee and all applicable taxes (including gross receipts tax). Bidder will nominate, schedule, balance, and monitor the District's electric 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 Bidder and/or deducted from future payments by the Board or other participating entities.
- 17. Warranty** - The successful Bidder warrants that it has good title to all of the electricity delivered hereunder, and that the electricity is free from liens, encumbrances, all applicable taxes, and adverse claims of any kind.

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18. Not Applicable.

19. 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, the District may serve written notice to the Bidder. Written notice shall list all violations and/or failure of the Bidder to perform the work as described herein. The District will consider the Bidder in default when they failed to correct any violations with ten (10) school business days. 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 the District, or its designee.

20. Bid Bond - Unless otherwise mentioned in the Specifications, no bid bond is required.

21. Performance Bond - Unless otherwise mentioned in the Specification, no performance bond is required.

22. Changes - Any changes made in the Specifications after the Contract is awarded must be made in writing. No oral agreement made between any party of the first part and the District and/or its representative(s) will be valid.

23. Final Authority - In all cases the decision of the District will be final.

24. Terms of Contract - After award, the successful Bidder will be given written notice to proceed and shall provide supplier services for the period of the Contract.

By submitting this Request for Bids, you are asking the District to accept your offer for the sale of goods or services. It is important that you READ and UNDERSTAND all terms and conditions contained herein, as well as understand the laws that govern Municipal Purchasing in the State of New York. Once the District has opened bids, there can be no changes to price or terms, unless clearly specified in this document.

In addition, there are no provisions to cancel after an award is made, except by the District, which maintains a unilateral right to cancel or extend in accordance with the terms of this RFB.

Failure to perform may result in you being listed as non-responsible and ineligible for future bid awards.

If you do not agree with these terms, please do not submit a bid.

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General Information:

The East Ramapo Central School District, hereinafter referred to as the "District" is issuing this Request for Bid for electric supply to Energy Service Companies ("ESCO's") that will provide firm retail supply to the various schools and facilities listed in this RFB as requested by the School District.

All accounts included in this Request for Bids are located within Orange & Rockland (O&R) service territory.

The successful Bidder will be responsible for providing financially and physically firm retail electric supply (including energy, capacity, line losses, scheduling and balancing, and other ancillary services), transmission, tax collection and payment, invoicing, and other administrative services as required. 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 the School District and Bidder.

Energy Consultant of Record

East Ramapo Central School District has named M&R Energy Resources Corp. (M&R Energy), P.O. Box 4091, New Windsor, NY 12553 as its Energy Consultant of Record to assist the District in the solicitation and contracting process for firm electric supply. Contact information:

Phone: 845-534-5462

E-Mail: mmassimi@mandrenergy.com

The **awarded ESCO is fully responsible for the energy consultant of record's service fee** and should contact the consultant directly for this fee prior to the bid. Consultant's service fee will be universal and based upon the total kWh consumed monthly for each month of the contract term. Fee is a cost to the Bidder and any price offered to the District shall be inclusive of that cost. At no time shall the Bidder pass off any additional cost to the School District.

Pre-Bid Conference is not part of this solicitation.

Questions:

All questions shall be submitted in writing to Michelle Rivera, mrivera@ercsd.org. Questions received will be forwarded to the Energy Consultant of Record and will be responded to in writing via an addendum.

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School District Account and Consumption Data

The District's locations, LDC ("Local Distribution Company") and account numbers are provided in Attachment A. Historical consumption in kWh at the meter is available electronically in an Excel spreadsheet if requested by email to mmassimi@mandrenergy.com.

The data provided represents the expected consumption levels based on historical consumption. The consumption data provided are only indicative and are not a guarantee of minimum or maximum purchased volumes. Actual consumption will vary based upon weather conditions and facility operating schedules.

Commencement Date & Supply Term

Bids are being requested for 12, 18 and 24-month supply terms.

Supply for all electric accounts starts on **January MRD 2021**.

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.

Electric Service	Term	Commencement Date	End Date	Term Duration
SC 2	Term 1	January MRD 2021	January MRD 2022	12-months
SC 2	Term 2	January MRD 2021	June MRD 2022	18-months
SC 2	Term 3	January MRD 2021	January MRD 2023	24-months

The meter read date of January 1, 2021 is an approximate start date. The exact date will be determined by each account's meter read date (MRD) by the LDC.

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Firm Supply Requirement:

The successful Bidder will guarantee financially and physically firm electricity supply, such that all risk and any associated costs resulting from:

- 1) Electricity supply failure
- 2) Transmission constraints or congestion
- 3) Regulatory changes
- 4) New York ISO changes
- 5) Disputes with the LDC
- 6) EDI problems or failures

are the responsibility of the Bidder and will be paid or reimbursed by Bidder, except for legitimate ***Force Majeure*** or ***Change in Law*** as defined herein.

Bidder will transport, nominate, schedule, balance, and monitor the District's facilities electric usage. All penalties assessed by the LDC due to imbalances are the responsibility of the Bidder and will be paid or reimbursed by the Bidder.

Price:

The Bidder MUST provide their bid in the following format:

Fixed price \$/kWh - For the fixed-price product, Bidders must provide pricing in the form of all-hours fixed price (\$/kWh) for each term period. Prices shall be the same for all the District's accounts.

The fixed price must be inclusive of all costs necessary to provide the District with full-requirements or 25% swing electric supply; including but not limited:

Energy:

Losses (Transmission Losses and Distribution Losses to meter)
Imbalance
Zonal Basis (Basis from Hub to Load Zone)
Hub Energy (Energy at the applicable Hub)
Volumetric Swing Provision

Capacity:

Unforced Capacity (UCAP)
Future Change in ISO Capacity Tag (Charge/Credit)

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Ancillary:

Regulation and Frequency Response Service
NTAC
Transmission Owner Transmission Solution
Scheduling, System Control, and Dispatch Service
PAR (Phase Angle Regulator) Charges
Zero Emission Credit
Renewable Energy Standards
Residual Adjustment
NYISO Wide Uplift Charge
Voltage Support Service
Unaccounted For Energy
Black Start Service
Local Reliability Uplift Charge
Reserve Charges
Bidder's Margin
District's Consultant of Record Service Fee

Any congestion costs and balancing penalties or fees must be borne by the Bidder within the prices provided.

Refer to Attachment B - Bid Proposal for Electric Supply form to be completed for acceptance of Bidder's proposal.

- Bidder's prices shall be all-inclusive of costs and taxes associated with the delivery of electric to the LDC Retail Distribution Receipt Point ("RDRP").
- The prices shall include an allowance for a **+/-25% swing or full plant requirements** of the total aggregated nominated quantities for all of the District's accounts. If the actual aggregated usage for all of the District's accounts exceeds the allowed swing (positive or negative) in aggregated nominated quantities in any given month, the Bidder shall propose the pricing method for usage outside of the 25% monthly usage allowance.
- Supplier shall specify on the bid sheet (Attachment B) the applicable cash-out method to be used for any monthly consumption +/- the 25% swing tolerance.
- Bidder shall bill the District based on the actual quantity of electricity consumed at the account's meter as measured by the LDC.

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- The District is exempt from paying New York State sales tax and will provide the Bidder with appropriate sales tax exemption documentation.
- Bid prices shall exclude gross receipts tax, if applicable.
- Refer to Attachment B Bid Sheets for the pricing forms to be completed for acceptance of Bidder's proposal.
- ***Bidding Requirements***
 1. Bidder must submit bids to supply electric to all the District's accounts.
 2. **Bidder must provide general background information, including three (3) customer references and a listing of comparable accounts within the same local distribution company.**
 3. **Bidder must include the name, address, and phone number of the designated account manager.**
 4. Successful Bidder will be a major electric producer, an affiliate or joint venture with a major producer, an affiliate or joint venture with a major energy company, utility, or pipeline, or an approved Energy Service Company (ESCO),
 5. Bidder will be responsible for any and all scheduling, 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 contract commencement date. Bidder will be responsible to compensate the School District for any additional costs incurred by the School District that resulted 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.

The District 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).

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Disclaimer:

The Request for Bids and the data provided by the District and M&R Energy are believed (but not guaranteed) to be accurate and do not guarantee the future activity of the District'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 M&R Energy, the Bidder should notify M&R Energy. Neither the District nor M&R Energy 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 the District.

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

However, if Bidders requires the District to execute their supply agreement then one must be submitted for review with their bid response.

Bid Schedule:

In accordance with this Request for Bids, Bidders must submit electronically RFB-ER-9-21 ELECTRIC SUPPLY.

Bids must be submitted no later than **11:00 a.m. on Tuesday, September 22, 2020**

- 1. Question Deadline: September 16, 2020**
- 2. Proposal Deadline: September 22, 2020**
- 3. Preliminary Acceptance Letter Issuance: September 22, 2020**
- 4. Formal Acceptance & Bid Award: September 29, 2020**

Once the District has completed the bid evaluation and selected the successful Bidder(s), the District will issue a preliminary acceptance letter to the successful Bidder. The District will then issue formal acceptance and award of bid at the first public meeting after the preliminary acceptance letter issuance. The bidding documents and notice of award shall constitute the agreement between the District and Bidder **unless Bidder submitted a proposed supply contract**. Then the District may negotiate any necessary contract terms with awarded Bidder and execute a negotiated supply contract pending Board approval at the first public meeting after the preliminary acceptance letter issuance.

The issuance of this Request for Bids does not obligate the District or M&R Energy to accept any of the resulting proposals. M&R Energy and the District 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.

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All questions shall be submitted in writing to Michelle Rivera, mriviera@ercsd.org. **Please submit all questions by September 16, 2020 4:00 P.M.**

Questions received will be forwarded to the Energy Consultant of Record and will be responded to in writing via addendum. Absolutely no questions, comments, or solicitations by Bidders regarding this Request for Bids shall be addressed with any of the District's personnel or Board of Education members.

ELECTRIC TERMS AND CONDITION:

The subsequent sections along with "Attachment B - Bid Proposal For Electric Supply " set forth the terms and conditions of the electric ("Electric") sales transaction entered into by East Ramapo Central School District (hereafter "Buyer") and Bidder (hereafter "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 electricity delivered shall meet the quality requirements of the local distribution company ("LDC").

DELIVERY POINT: Seller shall deliver electricity sold hereunder to Buyer at the location set forth as the Retail Distribution Receipt Point ("RDRP") by the LDC.

QUANTITY AND PRICE: Seller agrees to deliver to Buyer, and Buyer agrees to purchase and receive from Seller, 100% of the electricity consumed each month as determined by the LDC meters for the all-inclusive price shown on the attached Attachment B Bid Sheet. Seller guarantees full-requirements competitive electric supply, including firm energy, firm capacity, firm transmission, load following, reserve margin requirements, all other necessary ancillary services, line losses, and all applicable taxes (including gross receipts tax, which shall be a pass-through) Seller's margin and Buyer's consultant service fee. Seller will nominate, schedule, balance, and monitor Buyer's electricity 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 are the responsibility of the Seller and will be paid or reimbursed by Seller.

FAILURE TO DELIVER ELECTRICITY: If Seller fails to deliver the quantities of electricity provided for in this Agreement or Seller fails to enroll Buyer's accounts with the LDC, Seller shall pay all damages to the Buyer, the cost of purchased replacement electricity including all LDC penalties less the price of electricity 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 electricity with the LDC; (II) communicate directly with the LDC to balance scheduled and actual receipt and delivery of Buyer's electricity; and (III) do other activities necessary to perform duties as outlined herein.

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

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

ASSIGNMENT AND SUBCONTRACTS: Seller may not assign or otherwise transfer or delegate any right or duty without the express written consent of Buyer. However, Seller may enter into subcontracts provided that any such subcontract acknowledges the binding nature of this contract and incorporates this contract, including any attachments. Seller agrees to be solely responsible for the performance of any subcontractor. Seller shall not have the authority to contract for or incur obligations on behalf of Buyer.

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.

TERMINATION WITHOUT CAUSE: This contract may be terminated by mutual consent of both parties, or by either party upon 30 days' written notice.

TERMINATION FOR LACK OF AUTHORITY OR CERTIFICATION: The Buyer may terminate this contract effective upon delivery of written notice to RSA, or on any later date stated in the notice, under any of the following conditions:

- 1) If Federal or State laws or rules are modified or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this Contract.
- 2) If any license, permit, or certificate required by law or rule, or by the terms of this Contract, is for any reason denied, revoked, suspended or not renewed.

NOTICE: All notices or other communications which are required under this contract must be given by registered or certified mail and are complete on the date mailed when addressed to the parties at the following addresses:

If to the Seller:

Board of Education of the
East Ramapo Central School District
c/o District Clerk
105 South Madison Avenue
Spring Valley, New York 10977

POSSESSION OF ELECTRICITY: Title to electricity bought and sold hereunder shall pass from Seller to Buyer at the RDRP.

WARRANTY AND INDEMNIFICATION: Seller warrants that it has good title to all of the electricity delivered hereunder, and that the electricity 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.

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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, explosion, breakage, or order of a Court or Governmental Agency; the failure of any transmission line or local distribution company to accept electric for delivery for any reason, except for quality of electric, as supported by legal notice of the transmission line and/or LDC related to the specific electric deliverable under the award; and/or the verifiable and documented default of any party to other contracts (other than between Buyer and Seller). An increase or decrease in the cost of electric or taxes, or the economic hardship of a Party does not constitute Force Majeure for the purposes of this Agreement. Curtailment of one or more electric transmission lines or generating facilities shall not be consider a Force Majeure situation if the Bidder continues to routinely transport electricity in which case the Bidder is expected to fulfill the obligations of any Agreement resulting from this bid.

CHANGE IN LAW: If regulatory changes shift costs from the Host Utility or ISO to Vendor or from Vendor to the Host Utility or ISO, then such costs or credits may be passed through to the County upon written amendment executed by the County. If any laws, orders, decisions, regulations or rules are passed, modified, interpreted or implemented by judicial or regulatory order, administrative proceeding or legislative enactment, or there is any change in any rate or rate class as to County's facilities, which creates additional costs not currently included in the Price or increases in the cost components of the Price (the "Incremental Charge"), then the Vendor may pass through such Incremental Charges to be paid by the County in addition to the Price and in accordance with the payment terms in the contract upon written amendment executed by the County. Written amendment shall not be required upon Vendor's production of a law, regulation or judicial order making payment by Vendor mandatory.

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 electric between the Parties.

VENUE: Any action commenced to enforce this Contract must be brought and solely litigated in a court of competent jurisdiction located in Rockland County, New York.

ALTERNATIVE DISPUTE RESOLUTION: Buyer does not agree to any form of binding arbitration, mediation, or other forms of mandatory alternative dispute resolution. The parties have the right to legal action to enforce available remedies.

CONFIDENTIALITY: Seller agrees not to use or disclose any information it receives from Buyer under this Agreement which Buyer has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this contract or as authorized in advance by Buyer. Buyer agrees not to disclose any information it receives from Seller which Seller has previously identified as confidential and which Buyer determines in its sole discretion is protected from mandatory public disclosure under a specific

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exception to state and federal open records laws. The duty of Buyer and Seller to maintain confidentiality of information under this section continues beyond the term of this contract, including any extensions or renewals.

COMPLIANCE WITH OPEN RECORDS LAW: Seller understands that Buyer must disclose to the public upon request any records it receives from Seller under this Agreement. Seller further understands that any records which are obtained or generated by Seller under this Agreement, except for records that are confidential, may be open to the public upon request under the New York open records law. Seller agrees to contact Buyer immediately upon receiving a request for information under the open records law and to comply with Buyer's instructions on how to respond to the request.

COMPLAINTS: The Buyer may be afforded protection under the Non-Residential Regulations of the New York Public service Commission ("PSC"), which may be enforced and administered by Buyer's utility. Disputes not settled within 60 days may be submitted to arbitration as required by PSC regulations. The PSC will not solve disputes between Buyer and Seller, but it does monitor complaints against marketers to determine whether they should be eligible to sell electricity in New York.

To report a complaint, contact the PSC toll free at 1-888-697-7728, write the PSC at the Office of Consumer Education & Advocacy, Three Empire State Plaza, Albany, NY 12223, or e-mail the PSC at <http://www.dps.state.ny.us>. Information about the complaint program can be obtained from the PSC toll free at 1-800-342-3377.

THE BIDDING DOCUMENTS AND THE NOTICE OF AWARD SHALL BE THE AGREEMENT BETWEEN THE BUYER AND SELLER WITH RESPECT TO THE MATTERS DEALT WITH HEREIN, AND SUCH SHALL SUPERSEDE ALL OTHER ORAL AND WRITTEN PROPOSALS, REPRESENTATIONS, UNDERSTANDINGS, AND AGREEMENTS PREVIOUSLY MADE OR EXISTING WITH RESPECT TO ANY SUCH MATTER.

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**Attachment B
Bid Proposal for Electricity**

There are three (3) bidding terms. A Bidder may choose not to bid on a all terms.

**Do not leave any blanks, if none or zero so state. All required information must be submitted.
All prices should be carried five (5) decimal places (example: \$0.00000)**

Bid Sheet

Pricing Options: Fixed-Price Bids

The fixed price must be inclusive of all costs necessary to provide the District with full-requirements or 25% swing electric supply; including but not limited:

Energy:

Losses (Transmission Losses and Distribution Losses to meter)
Imbalance
Zonal Basis (Basis from Hub to Load Zone)
Hub Energy (Energy at the applicable Hub)
Volumetric Swing Provision

Capacity:

Unforced Capacity (UCAP)
Future Change in ISO Capacity Tag (Charge/Credit)

Ancillary:

Regulation and Frequency Response Service
NTAC
Transmission Owner Transmission Solution
Scheduling, System Control, and Dispatch Service
PAR (Phase Angle Regulator) Charges
Zero Emission Credit
Renewable Energy Standards
Residual Adjustment
NYISO Wide Uplift Charge
Voltage Support Service
Unaccounted For Energy
Black Start Service
Local Reliability Uplift Charge
Reserve Charges
Bidder's Margin
District's Consultant of Record Service Fee

Any congestion costs and balancing penalties or fees must be borne by the Bidder within the prices provided.

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Prices shall be applicable for the supply term listed below beginning on the first meter read date on or after January 1, 2021.

Bidder: _____

Term Dates: Term 1 - January MRD 2021 – January MRD 2022
 Term 2 - January MRD 2021 – June MRD 2022
 Term 3 - January MRD 2021 – January MRD 2023

Term	O&R Fixed Price \$/kWh	Consultant Service Fee \$/kWh	Total Fixed Price \$/kWh Dual Billing	Total Fixed Price \$/kWh Consolidated Billing
Term 1 - 12-Months				
Term 2 - 18-Months				
Term 3 – 24 Months				

Does this fixed price offer include full requirements? (Y or N) _____

If Dual Billing, can the District receive a summary invoice? (Y or N): _____

If yes, is there an additional cost for a summary invoice? (Y or N): _____

If Y, additional cost per kWh: \$_____

Contact Consultant of Record, M&R Energy, for the consultant service fee.

Authorized Signature _____

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**Attachment B
Bid Sheet**

Bidder: _____

Price includes an allowance for a +/-25% swing in the total nominated quantities (as listed in Attachment A) across all of the District's accounts ("aggregated nominated quantities"). If the actual aggregated usage across all of the District's accounts exceeds the allowed variation in aggregated nominated quantities in any given month, please state the monthly cash-out calculations to be applied to the Swing +/- adder that is specified on Attachment B:

Authorized Signature _____

Additional considerations - please include any additional information that will assist in evaluating this bid or any other bid method that you feel is viable:

ATTESTATION: The undersigned Bidder hereby certifies that all electric sources used to meet this bid will meet the requirement of the Buyer as stipulated in the terms of the bid. In addition, Bidder will comply with all requests to verify data in order for the Buyer to render an award.

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CERTIFICATION OF BID AUTHORITY:

The undersigned acknowledges that he/she understands the bidding documents, that responses are correct and that he/she has authority to commit to this bid on behalf of the entity that submitted this bid response.

The undersigned also acknowledges that upon acceptance, these bidding documents become the contract conditions between Buyer and Seller.

BIDDER:

Company Name: _____
Address: _____
E-Mail Address: _____
Bidder agent: _____
(Signature)

Upon receipt of all required approvals a Contract shall be deemed executed and created with the successful Bidder(s) upon the District's mailing or electronic communication to the address on the bid of:

- 1) a Letter of Acceptance; or**
- 2) a fully executed contract; or**
- 3) a Purchase Order authorized by the District**

By signing this solicitation, I acknowledge that I have downloaded, read, and accept - General Terms and Conditions for this solicitation.

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Vendor Identification

Company Name _____
Company Address _____

Contact Person and Title _____
Phone: _____
Fax: _____
E-mail: _____

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>Company 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 submitted with your bid.

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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, hereby
certify that

Print Name

Print Title

the above listed information is complete, true and accurate.

Signature

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

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DISCLOSURE OF SUPPLIER RESPONSIBILITY STATEMENT

1. List any convictions of any person, subsidiary, or affiliate of the company, arising out of obtaining, or attempting to obtain a public or private contractor, subcontract, or in the performance of such contract or subcontract.

2. List any convictions of any person, subsidiary, or affiliate of this company for offenses such as embezzlement, theft, fraudulent schemes, etc. or any other offense indicating a lack of business integrity or business honesty which affect the responsibility of the contractor.

3. List any convictions or civil judgments under state or federal antitrust statutes.

4. List any violations of contract provisions such as knowingly (without good cause) to perform, or unsatisfactory performance, in accordance with the specifications of a contract.

5. List any prior suspensions or debarments by any government agency.

6. List any contracts not completed on time.

7. List any documented violations of federal or state labor laws, regulations or standards, or occupational safety and health rules.

I, _____, as _____
(Name of Individual) (Title & Authority)

Of _____, declare under oath that the above
(Company Name)

Statements, including any supplemental responses attached hereto, are true.

Signature **FID No.:** _____

State of _____ County of _____

Subscribed and sworn to before me on this _____ day of _____ 20__ by _____

Representing him/herself to be _____ of the Company

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INSTRUCTIONS FOR COMPLETING AND SUBMITTING BID

This page must be completed, signed, and returned with the bid forms ELECTRONICALLY AS SPECIFIED.

In the appropriately marked columns, enter the complete unit price and extending 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 actual price entered in the appropriate box. Items that do not have a price entered will be considered as No-Bid's.

BIDS SUBMITTED INCORRECTLY ARE SUBJECT TO REJECTION.

The following items must be submitted with your bid:

THIS FORM, completed and signed, ATTACHMENT B completed and signed, CERTIFICATION OF BID AUTHORITY completed and signed, VENDOR IDENTIFICATION completed and signed, DISCLOSURE OF SUPPLIER RESPONSIBILITY STATEMENT completed and signed and ALL PAGES OF THE BID that you have completed. In addition, ITEMS 2 and 3 of the BIDDING REQUIREMENTS. 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 submitted in writing to East Ramapo CSD via email at mriviera@ercsd.org

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: _____

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NON-BIDDER RESPONSE

The East Ramapo CSD 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 _____

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BOARD OF EDUCATION
EAST RAMAPO CENTRAL SCHOOL DISTRICT
SPRING VALLEY, NEW YORK

CERTIFICATION AND SIGNATURE FORM

NAME OF BIDDER

BUSINESS ADDRESS

TELEPHONE # FED TAX ID# DATE OF BID

AUTHORIZED: _____

(SIGNATURE)

NON-COLLUSIVE BIDDING CERTIFICATION

THE BIDDER, ABOVE-MENTIONED, DECLARES AND CERTIFIES:

1st: THAT NO MEMBER OF THE BOARD OF EDUCATION OF EAST RAMAPO CENTRAL SCHOOL DISTRICT, TOWN OF RAMAPO, COUNTY OF ROCKLAND, NOR ANY OFFICER OR EMPLOYEE OR PERSON WHOSE SALARY IS PAYABLE IN WHOLE OR IN PART FROM THE TREASURY 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.

2nd: THAT SAID BIDDER HAS CAREFULLY EXAMINED THE INSTRUCTIONS TO BIDDERS, SCHEDULES 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, GOOD, WARES, MERCHANDISE, SERVICES OR LABOR FOR WHICH THIS BID IS MADE.

3rd: THAT IN THE EVENT OF THE FAILURE OF THE UNDERSIGNED BIDDER TO PERFORM WITHIN THE TIME STATED IN THE SCHEDULE OR PURCHASE ORDER AS THE CASE MAY BE, THE BID DEPOSIT MADE WITH THIS BID, OR SO MUCH THEREOF AS SHALL BE APPLICABLE TO THE UNFILLED AMOUNT OF THE AWARD MADE TO THE UNDERSIGNED SHALL BE RETAINED BY THE BOARD OF EDUCATION AND THE UNDERSIGNED SHALL ALSO BE LIABLE FOR AND AGREES TO PAY TO THE BOARD, ON DEMAND, THE DIFFERENCE BETWEEN THE PRICE OR PRICES BID AND THE PRICE OR PRICES FOR WHICH SUCH ITEMS SHALL BE SUBSEQUENTLY PURCHASED, LESS THE AMOUNT OF THE BID DEPOSIT RETAINED BY THE BOARD.

4th: THAT THE PRICES QUOTED HEREIN ARE NET AND EXCLUSIVE OF ALL FEDERAL, STATE AND MUNICIPAL SALES AND EXCISE TAXES.

5th: THAT THE TOTAL COST THEREOF IS _____ DOLLARS \$
NO BID DEPOSIT REQUIRED

FIRM NAME: _____

SECTION 103-D OF THE GENERAL MUNICIPAL LAW RELATING TO THE REQUIREMENT FOR SUBMISSION OF A STATEMENT OF NON-COLLUSION IN CONNECTION WITH BIDS AND PROPOSALS, AS AMENDED BY CHAPTER 675 OF THE LAWS OF 1966, EFFECTIVE SEPTEMBER 1, 1966:

SECTION 103-D. STATEMENT OF NON-COLLUSION IN BIDS AND PROPOSALS TO POLITICAL SUBDIVISION OF THE STATE. EVERY BID OR PROPOSAL HEREAFTER MADE TO A POLITICAL SUBDIVISION OF THE STATE OR ANY PUBLIC DEPARTMENT, AGENCY OR OFFICIAL THEREOF WHERE COMPETITIVE BIDDING IS REQUIRED BY STATUTE, RULE, REGULATION OR LOCAL LAW, FOR WORK OR SERVICES PERFORMED OR TO BE PERFORMED OR 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 OF 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.

(OVER)

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(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 CAN NOT 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 DESIGNER, DETERMINES THAT SUCH DISCLOSURE WAS NOT MADE FOR THE PURPOSE OF RESTRICTING COMPETITION. THE FACT THAT THE 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, DISCLOSURE WITHIN THE MEANING OF SUB-PARAGRAPH ONE (A)

(c) 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 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."

I AFFIRM THAT I HAVE READ THE ABOVE PROVISION OF SECTION 103-D OF THE GENERAL MUNICIPAL LAW RELATING TO THE REQUIREMENT OF NON COLLUSION IN CONNECTION WITH BIDS AND PROPOSALS AS AMENDED BY CHAPTER 675 OF THE LAWS OF 1966, EFFECTIVE SEPTEMBER 1, 1966. I HAVE FULLY INFORMED MYSELF 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.

FURTHER: THAT ATTACHED HERETO (IF A CORPORATE BIDDER) IS A CERTIFIED COPY OF RESOLUTION AUTHORIZING THE EXECUTION OF THIS CERTIFICATE BY THE SIGNATURE OF THIS BID OR PROPOSAL IN BEHALF OF THE CORPORATE BIDDER.

FIRM
NAME _____

AUTHORIZED _____
(SIGNATURE)

RESOLUTION – FOR CORPORATE BIDDERS ONLY

RESOLVED THAT _____ BE
AUTHORIZED (INDIVIDUAL)

TO SIGN AND SUBMIT THE BID OR PROPOSAL OF THIS CORPORATION FOR THE FOLLOWING PROJECT

(DESCRIBE PROJECT)

AND TO INCLUDE IN SUCH BID OR PROPOSAL THE CERTIFICATE AS TO NON-COLLUSION REQUIRED BY SECTION ONE HUNDRED THREE-D OF THE GENERAL MUNICIPAL LAW AS THE ACT AND DEED OF SUCH CORPORATION, AND FOR ANY INACCURACIES OR MIS-STATEMENTS IN SUCH CERTIFICATE THIS CORPORATE BIDDER SHALL BE LIABLE UNDER THE PENALTIES OF PERJURY.

THE FOREGOING IS A TRUE AND CORRECT COPY OF THE RESOLUTION ADOPTED BY

CORPORATION AT A MEETING OF ITS BOARD OF DIRECTORS HELD ON THE

_____ DAY OF _____ 20____ AND IS
STILL IN FULL FORCE AND EFFECT ON THIS
_____ DAY OF _____

SECRETARY

(SEAL OF THE CORPORATION)

**East Ramapo Central School District
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IRANIAN ENERGY SECTOR DIVESTMENT STATEMENT

The New York State Legislature has recently added a new Section 103-g to the General Municipal Law entitled "Iranian Energy Sector Divestment".

Pursuant to State Finance Law §165-a, the Commissioner of General Services is required to develop a list of persons it determines engage in investment activities in Iran, which is defined as provision of goods, services or credit of \$20,000,000 or more, relating to the energy sector.

General Municipal Law §103-g(4) states as follows:

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 services performed or to be performed of goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under penalties of perjury:

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 its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law".

This requirement is effective April 12, 2012. Please fill out the following form and return a notarized copy with your bid.

The below signed bidder affirms the following as true under penalties of perjury:

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 its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.

Corporate or Company Name: _____

By: _____
Signature

Title

Sworn to before me this _____ day of _____ 20_____

Notary Public
(stamp or seal)

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NON-DISCRIMINATION STATEMENT

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, military status, domestic violence victim status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractor shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contract is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due for a second or any subsequent violation.

ASSIGNABILITY OF CONTRACT

The vendor is prohibited from assigning, transferring, conveying, sub-contracting or disposing of this contract, or of any part thereof, or any payment to become due there under, or of his right, title or interest therein or his power to execute such contract to any other person or corporation without the previous consent in writing of the Purchasing Agent or authorized Purchasing Personnel awarding the contract. If the contractor fails to comply with this clause, the owner may immediately declare breach of contract.

BY: _____
Signature

Print Name and Title of Signatory

DATE: _____

**East Ramapo Central School District
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HOLD HARMLESS AGREEMENT

IT IS HEREBY AGREED AND UNDERSTOOD THAT THE PROPOSER AGREES TO HOLD HARMLESS AND INDEMNIFY THE EAST RAMAPO CENTRAL SCHOOL DISTRICT, THEIR BOARD OF EDUCATION, ANY OFFICER, AGENT, SERVANT, OR EMPLOYEE OF THE SCHOOL DISTRICT FROM ANY LAWSUIT, ACTION, PROCEEDING, LIABILITY, JUDGMENT, CLAIM, OR DEMAND WHICH MAY ARISE OUT OF: ANY INJURY TO PERSON OR PROPERTY SUSTAINED BY THE PROPOSER, ITS AGENTS, SERVANTS, OR EMPLOYEES, OR ANY PERSON, FIRM, OR CORPORATION EMPLOYED DIRECTLY OR INDIRECTLY BY THEM UPON OR IN CONNECTION WITH THEIR PERFORMANCE UNDER THE CONTRACT.

HOWEVER CAUSED, ANY INJURY TO PERSON OR PROPERTY SUSTAINED BY ANY PERSON, FIRM, OR CORPORATION, CAUSED BY ANY ACT, DEFAULT, ERROR, OR OMISSION OF THE CONTRACTOR, ITS AGENTS, OR EMPLOYEES OR ANY PERSON, FIRM, OR CORPORATION, DIRECTLY OR INDIRECTLY EMPLOYED BY THEM UPON OR IN CONNECTION WITH PERFORMANCE UNDER THE CONTRACT.

THE ASSUMPTION OR INDEMNITY, LIABILITY, AND LOSS HEREUNDER SHALL SURVIVE CONTRACTOR'S COMPLETION OF SERVICE OR OTHER PERFORMANCE HEREUNDER AND ANY TERMINATION OF THIS CONTRACT.

THE CONTRACTOR AT ITS OWN EXPENSE AND RISK SHALL DEFEND ANY SUCH LEGAL PROCEEDINGS THAT MAY BE BROUGHT AGAINST THE SCHOOL DISTRICT, THE BOARD OF EDUCATION, OR ANY OFFICER, AGENT, SERVANT, OR EMPLOYEE OF THE SCHOOL DISTRICT ON ANY CLAIM OR DEMAND, AND SHALL SATISFY ANY JUDGMENT THAT MAY BE RENDERED AGAINST THE SCHOOL DISTRICT, THE BOARD OF EDUCATION, OR ANY OFFICER, AGENT, SERVANT, OR EMPLOYEE OF THE SCHOOL DISTRICT.

THIS INDEMNIFICATION, DEFENSE, AND HOLD HARMLESS AGREEMENT SHALL APPLY TO ANY LAWSUIT, ACTION, PROCEEDING, LIABILITY, JUDGMENT, CLAIM, OR DEMAND, OR WHATEVER NAME OR NATURE, NOTWITHSTANDING THAT CONTRACTOR MAY DEEM THE SAME TO BE FRIVOLOUS OR WITHOUT MERIT. IT IS INTENDED THAT THIS AGREEMENT BE INTERPRETED IN THE BROADEST MANNER POSSIBLE SO AS TO INSULATE ALL OF THE ENTITIES, PARTIES, AND INDIVIDUALS NAMED

ABOVE FROM ANY LIABILITY, COST, OR JUDGMENT, MONETARY OR OTHERWISE, AS THE SAME MAY RELATE TO THE PERSONNEL AND SERVICES PROVIDED BY THE CONTRACTOR.

Subscribed and sworn to before me

Subscribed and sworn to before me this _____ day of _____, 2019

Person, Firm, or Corporation _____

Notary Public

(Authorized Signature)

THIS FORM MUST BE SIGNED AND NOTARIZEDSUBMIT WITH PROPOSAL**