

INSTRUCTIONS TO BIDDERS

1. **RECEIPT AND OPENING OF BIDS:** Delaware County Electric Cooperative, Inc. (“Owner”) invites bids on the Bid Proposal form attached hereto, all blanks of which must be appropriately filled in or answered on a separate attached document. Bids must be received by **Tuesday, August 11, 2026, by 3PM**, and then at said time and place, publicly opened. These bids shall be emailed to: janelle.linehan@dce.coop with the subject: “Your Company Name – RESIST RFQ”; or mailed to: Delaware County Electric Cooperative, Inc., Attn: Janelle Linehan, 5 N. Depot Street, Delhi, NY, 13753. Email is preferred. Emailed and mailed bids will not be opened until after the deadline.

2. **BIDDING CONDITIONS:**
 - 2.1. The Owner reserves the right to reject any or all bids received for the Project.
 - 2.2. Informalities: The Owner may consider any bid not prepared and submitted in accordance with the provisions hereof to be informal and may waive any informalities in or reject all such bids. Conditional bids will not be accepted. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof.
 - 2.3. Bid interpretations: Bid amounts are required to be submitted both in writing and in figures. In the event of conflict, the written amount shall take precedence over the amount expressed in figures.
 - 2.4. Pre-Bid Conference: A pre-bid meeting will be held **virtually at 1PM on Thursday, July 30, 2026**, for all parties interested. Bidders may attend electronically. The Owner will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference; attendance is not mandatory. The Owner will transmit to all Prospective Bidders of Record such Addenda as the Owner considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

3. **LATE BIDS:** Formal bids, amendments thereto, or requests for withdrawal of bids received by the Owner after the time specified for bid opening will be date-stamped as evidence of late arrival and returned to the bidder unopened. The bidder assumes the risk of any delay in the mail or in the handling of the mail by employees and consultants of the Owner. Whether sent by mail or by personal delivery, the bidder assumes the responsibility for having the bid submitted on time. The time clock located in the General Manager’s office is designated the official timepiece for submission of bids. Bids must be submitted at the location defined herein under Section 1 as the location where sealed bids are to be received. Bids will not be taken or accepted at any other location.

4. **PREPARATION OF BIDS:** Bids must be submitted on the prescribed form. All applicable blank spaces must be filled in, however, it is acceptable to use another attached sheet if more space is required so long as the corresponding question is noted before the answer. Unless otherwise noted, all bid prices must be expressed in both writing and in figures in the event of conflict, the written amount shall take precedent over the amount expressed in figures.
 - 4.1. The submission of a bid will be considered as evidence that the Bidder has examined and is familiar with the applicable statutes listed in the Specifications.
 - 4.2. The Owner reserves the right to reject or decline consideration of any or all Bid Proposals. Without limiting the generality of the foregoing, any proposal which is incomplete, obscure, or irregular may be

rejected; any proposal having erasures or corrections in the Bid Proposal may be rejected; any proposal in which unit prices are omitted or in which unit prices are obviously unbalanced may be rejected.

- 4.3. The Owner reserves the right to reduce the awarded scope of work at any time, for any reason, without recourse by the Contractor.
- 4.4. The Contractor shall conduct the Work with sufficient resources and work hours to comply with the RFQ Overview. The Owner reserves the right to require the Contractor to add additional resources and/or different personnel, if the Work falls behind the approved Project schedule submitted as part of the Contract.
5. **DISCREPANCIES:** If any Bidder should find any discrepancy, conflicts, or omissions in the Specifications, these shall be called to the attention of the Owner, in writing, not later than seven (7) days before the bids are due. Such items will be reviewed, and if clarification is deemed to be necessary, appropriate addenda will be issued to all bidders. Neither the Owner nor the Owner's Representative(s) will be responsible for any oral instructions given during the bidding period. If inconsistencies and/or discrepancies are not brought to the attention of the Owner prior to bid, then the amount of work of greater value, or the product of greater quality, shall be considered applicable to determine the Project requirements at the time of the award of the contract, and thereafter.
6. **ADDENDA AND INTERPRETATIONS:** No interpretations of the meaning of the plans, specifications or other Contract Documents will be made to any bidder orally. Every request for such interpretation should be submitted via email to Janelle Linehan, Project Manager, E-mail: janelle.linehan@dce.coop. To be given consideration, such requests must be received on/or before **Thursday, July 30, 2026, by 2PM**. All such interpretations and all supplemental instructions will be in the form of written addenda to the Contract Documents and Addenda will be posted to www.dce.coop. Any Bidder who is preparing a bid based upon the Contract Documents available at various service agencies, is responsible for obtaining the addenda from the hosting service. Failure of any Bidder to receive any such addendum or interpretation shall not relieve any Bidder from any obligation under this bid as submitted. All addenda so issued shall become part of the Contract Documents.
7. **RESPONSIBLE BIDDER:** The Owner has developed the following guidelines for the determination of contract responsibility consistent with the duties of contracting agencies and the court interpretations of State law and regulations governing competitive bidding in the belief that the public interest would be served by the uniform application of these guidelines on the Owner's projects:
 - 7.1. In determining the responsibility of a bidder, the Owner shall consider the following items:
 - 7.1.1. Lack of proper certification, adequate expertise, prior experience with comparable federally funded projects, or financial or human resources to perform the work of the contract in a timely, competent, and acceptable manner. Evidence of such lack of ability to perform may include, but shall not be limited to, evidence of suspension or revocation for cause of a professional license of any director or officer, or any holder of five percent (5%) or more of the bidders stock or equity; failure to submit satisfactory evidence of insurance; the status of bankruptcy petitions; suspension or debarment by state or federal government; or a history of termination of prior contracts for cause.
 - 7.1.2. Criminal conduct in connection with government contracts or business activities. Evidence of such conduct may include a judgment of conviction or information obtained because of formal grant

of immunity in connection with criminal prosecution of the bidder, and any director or officer, or holder of five percent (5%) or more of the shares or equity of the bidder, or any affiliate of the bidder.

- 7.1.3. Violations of safety and/or training standards as evidence by a pattern of OSHA violations or the existence of willful OSHA violations.
 - 7.1.4. Willful non-compliance with the prevailing wage and supplements payment requirements of the Labor Law by the bidder or any affiliate of the bidder.
 - 7.1.5. Any other significant Labor Law violation, including, but not limited to, child labor law violations, failure to pay wages, or unemployment insurance tax delinquencies.
 - 7.1.6. Any significant violation of the Worker's Compensation Law, including, but not limited to the failure of a bidder to provide proof of worker's compensation or disability benefits coverage.
 - 7.1.7. Any criminal conduct involving violations of the Environmental Conservation Law or other federal or state environmental statutes or regulations.
 - 7.1.8. Any criminal conviction concerning formation of, or any business association with, an allegedly false or fraudulent Women's or Minority Business Enterprise (W/MBE), or any denial, de-certification, revocation or forfeiture of W/MBE status by New York State.
 - 7.1.9. Any adverse determinations or administrative rulings by the Equal Employment Opportunity Commission and/or the New York State Human Rights Division that the bidder engaged in unlawful or discriminatory conduct.
 - 7.1.10. Any other cause of so serious or compelling a nature that it raises questions about the responsibility of a bidder, including, but not limited to submission to the Owner of a false or misleading statement on a sworn statement of bidder qualifications, or in some other form, in connection with a bid for or award of a contract.
 - 7.1.11. In addition to the factors specified above, the Owner may also give consideration to any other factors considered to bear upon bidder responsibility, including but not limited to, any mitigating factors brought to the Owner's attention by the bidder.
8. **QUALIFICATION OF BIDDERS:** A Bidder can be judged qualified only for the type of work in which he has demonstrated competence. The Owner will make such investigation it feels necessary to determine the competency of the bidder to perform the work for which he has submitted a bid. The Bidder shall furnish promptly all information the Owner requests. The successful Bidder should, at minimum, have successfully completed three (3) prior federally funded projects of similar size and scope to this Project.
9. **TECHNICAL EVALUATION:** All bid proposals in response to this invitation for bid will be evaluated by an evaluation team in accordance with the criteria described below. Total scores will be tabulated, and the Bidder with the bid proposal that is highest ranked will be deemed to be the most advantageous to the Owner and will be selected.

In preparing responses, Bidders should describe in detail how they propose to meet the specifications as detailed in the RFQ Overview and Scope of Work. Specific factors will be applied to proposal information to

assist the Owner in selecting the most qualified proposer for this contract. Evaluation criteria are found in the RFQ Overview.

10. **LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT:** The successful bidder, upon his/her failure or refusal to execute and deliver the Contract, bond and/or insurance certificates required within 30 calendar days after he/she has received notice of the acceptance of his/her bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, any security deposited with his/her bid.
11. **OBLIGATION OF BIDDER:** At the time of the opening of bids, each bidder will be presumed to have inspected the applicable statutes and to have read and to be thoroughly familiar with the Contract Documents, including all addenda. The failure or omission of any bidder to receive or examine any form, instrument, or document shall in no way relieve any bidder from any obligation in respect to his bid.
12. **INSURANCE:** Upon receipt of the Notice of Intent to Award, the Contractor has 30 days to provide the Owner with the required Certificates of Insurance in the amounts outlined in the Contract, if any.
13. **COMMENCEMENT AND COMPLETION DATES:** The Contractor shall assume a commencement date as set forth in the RFQ Overview.
14. **SUPERVISORY PERSONNEL:** The Contractor shall provide the names of the key supervisory personnel that would be utilized if awarded the Work. The Contractor shall include a short, related work experience summary for each of the key supervisory personnel.
15. **PROPOSED SUBCONTRACTORS:** The Contractor shall name all Subcontractors it proposes to employ on the Project were indicated in the Bid Proposal. All proposed Subcontractors shall be subject to Owner approval. Substitution of Subcontractors shall not be permitted.
16. **BID PRICE AND PREVAILING WAGE RATES:** The Contractor's price set forth in the Bid Proposal shall not be subject to increase for any reason whatsoever, including, but not limited to, increases in labor, material, or equipment costs. The Contractor is required to pay wages that are equal to or greater than the higher of either NY State Prevailing Wages or Davis-Bacon Rate. The Contractor is responsible to track modifications or changes to the NY State Prevailing Wage and/or Davis-Bacon Rate and modify wages accordingly. Any changes to either wage rate between bid submission and project closeout is the responsibility of the contractor and will not result in a change to the Contract Sum, nor will Owner be required to pay difference.
17. **SALES AND USE TAXES:** Bids and the contract price shall include all local, state, and federal taxes applicable to the Work or the Project.