



A Board of Cooperative Educational Services
179 County Route 64, Mexico, NY 13114
Phone: (315) 963-4253 | Fax: (315) 908-3952
www.CiTiboces.org
www.CiTiboces.org/CooperativePurchasing

NOTICE TO BIDDERS

Specifications and Instructions for the Purchase of:

CDL Driving Simulator

Bid Number: B26-0003

Bid Response Date: Wednesday, October 1, 2025 at 2:00 p.m.

The Center for Instruction, Technology & Innovation (CiTi) is seeking bids for a one-time purchase of one (1) driving simulator for its commercial driver training programs.


Bidder (Business) Name:	
Contact Name:	
Address:	
Phone Number:	
Email Address:	
Tax ID Number:	

Amy Rhinehart, School Purchasing Officer
CiTi Business Office
179 County Route 64,
Mexico, NY 13114
Phone: (315) 963-4253
Email: purchasing@CiTiboces.org

All public bid openings hosted by the Center for Instruction, Technology & Innovation (CiTi) are made available virtually via the Zoom platform. Bidders and members of the public can join the live bid opening virtually by sending an email request in advance of the opening date and time to: purchasing@citiboces.org. Bidders and members of the public who wish to join the bid opening in-person must follow all visitor policy guidelines when present on CiTi property.

The Center for Instruction, Technology & Innovation (CiTi) is conducting a one-time bid on behalf of itself for the purchase of one (1) immersion-based commercial driving simulator to be utilized by the school's Adult Education Commercial Driver Training Programs.

Bidding Instructions and Special Conditions for the Submission of Vendor Responses

1. Bids for the furnishing and delivery of the simulator as requested and as set forth in these specifications prepared by the CiTi are sought at this time.
2. Copies of the specifications may be obtained by contacting Amy Rhinehart, School Purchasing Officer at the Business Office of the CiTi, 179 County Route 64, Mexico, New York 13114, by calling (315) 963-4253 or emailing: purchasing@Citiboces.org
3. Bid opportunities and current bids are available electronically at www.CiTiboces.org/cooperativepurchasing Bid specifications can also be found online at BidNet Direct:

4. ALL questions with regard to this bid MUST be submitted in writing. Please email the bid questionnaire form that is attached as part of this bid proposal to the attention of Cooperative Purchasing Officer at: purchasing@Citiboces.org

No questions will be entertained by any other means. All questions must be submitted at least ten (10) business days prior to the official bid opening. Questions received after this time may not be addressed.

Sealed bids AND electronic bid submissions will be accepted

5. **SEALED BIDS** must be received via mail, postal or shipping carrier at: CiTi, 179 County Route 64, Mexico, NY 13114 until, but not later than **2:00 p.m. on October 1, 2025**. Sealed bid envelopes can also be hand-delivered to CiTi's Receiving Department (Green Steel Building at the end of the CiTi Campus Driveway in Mexico). CiTi's Receiving Department is open Monday – Friday 8:00 a.m. to 3:00 p.m.

6. **ELECTRONIC BIDS** must be submitted via BidNet Direct no later than **2:00 p.m. on October 1, 2025**. This is the ONLY manner in which electronic submissions will be accepted. ***Emailed or faxed responses are not acceptable.***
7. **A public bid opening will take place on October 1, 2025 at 2:01 p.m.**
8. In the event that the CiTi Business Office is closed due to unforeseen circumstances, the bid response date will be extended to the next business day that CiTi is open for business. The time of day will remain 2:00 p.m.
9. All public bid openings hosted by CiTi are made available virtually via the Zoom platform. Bidders and members of the public can join the live bid opening virtually by sending an email request in advance of the opening date and time to: purchasing@citiboces.org. Bidders and members of the public who wish to join the bid opening in-person must follow all visitor policy guidelines when present on CiTi property.
10. **For Sealed Bid Submissions:** Bidders must supply signed hard copies of their completed bid documents and vendor response sheet in a sealed envelope marked with the name of the bidder and the bid number on the front of the envelope to the address listed in the manner specified within the bid documents.
11. All express envelopes must be clearly marked with the words "Sealed Bid Enclosed" on the front of the outside envelope. This is important in assuring that the bid is delivered properly. The sealed bid envelope must be included in the express envelope.
12. **For Electronic Bid Submissions:** Bidders must supply a signed photocopy of the bid forms and a completed vendor response sheet via BidNet Direct.
13. The proposal as presented shall remain valid for a minimum period of sixty (60) days from the date of bid opening.
14. The vendor response sheet identifies the specifications of the equipment that CiTi is seeking to purchase. If/where a manufacturer's name and/or model is listed, it is done as a quality standard. A product offered by a bidder should be of equal or better than the specified. Bidders are encouraged to submit product information and/or technical data with their bid response. CiTi reserves the right to formulate a bid committee to review all bid submissions and determine quality and compatibility with bid specifications.

15. Bids on equipment must be on new equipment, of latest model, and in current production. Used and/or refurbished equipment will not be considered.
16. Bidders are required to identify if the equipment bid comes with a warranty and include details of the coverage and term with their bid response.
17. The following three (3) forms are included herein and form a part of this bid proposal:
 - Bid Proposal Certifications (Non-Collusion Bidding Certification and Conflict of Interest Certification).
 - Exceptions or Limitations/Acknowledgement of Terms and Conditions.
 - Iran Divestment Act Certificate of Compliance.Failure to fully execute these three (3) statements will constitute grounds for rejection of a bid submission.
18. CiTi reserves the right to waive any informality or irregularities on bids received.
19. CiTi reserves the right to reject any or all bids and to re-advertise.

Orders/Delivery/Invoicing

20. CiTi will prepare a Purchase Order when ready to place an order. Do not ship any equipment without receipt of a Purchase Order.
21. The Purchase Order shall designate the place of delivery.
22. CiTi is governmental agency that is not subject to any sales tax.
23. Payment will be made upon delivery/installation of equipment and receipt of an invoice.

Force Majeure

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

Evaluation of Bids

25. The School Purchasing Officer and/or an evaluation committee will evaluate each bid submitted. During the bid evaluation period all communication shall be directed to the School Purchasing Officer. Each bid will be evaluated according to the following process:
 - STEP ONE: To determine whether the bid conforms to the following minimum criteria for consideration. This includes submitting all required pages and forms. Bid responses failing to submit the necessary documentation may be rejected without further evaluation.
 - STEP TWO: To determine whether the equipment bid conforms to the specifications identified and meets the needs of CiTi's commercial driver training program.
 - STEP THREE: Total cost.

Award

26. Notice of Award shall be made to the successful bidder within sixty (60) days from the date of bid opening. The award for this bid will take place at CiTi's **October 15, 2025** Board of Education Meeting.
27. The award will be in an aggregate to one (1) bidder.
28. This is a one-time bid for a one-time purchase. CiTi anticipates making the purchase on/after October 16, 2025. (Reminder: See #20).

Failure to adhere to these instructions and special conditions will constitute grounds for rejection of the bid.

BID PROPOSAL CERTIFICATIONS

I. General Bid or Proposal Certification

The proposer certifies that it will furnish, the prices herein quoted, the materials, equipment and/or services as proposed on this bid.

II. Non-Collusive Proposal Certification

By submission of this proposal, the proposer certifies that it is complying with Section 103-d of the General Municipal Law 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 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-Collusion 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 his 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 subparagraph A(1).

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 to be performed or good sold or to be sold, where competitive bidding is required by stature, rule, regulation or local law, and where such bid contains the certification referred to in subdivision A 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.

III. Conflict of Interest Certification

A. Each bidder must state, by signing below, that no officer of any participating school district, or any member of any related Board of Education, including CiTi, or the specific governing body, is, as defined within the General Municipal Law provisions relating to conflicts of interest, directly or indirectly financially involved in this bid proposal.

Authorized Signature		Company	
Print Name		Date	

EXCEPTIONS OR LIMITATIONS TO BID SPECIFICATIONS AND CONDITIONS

This page must be completed and signed by the bidder in order for a bid to be considered by the Center for Instruction, Technology & Innovation.

If any exceptions or limitations to the bid conditions and specifications are part of a bidder's response, check the following box and indicate the limitation(s) on this page.

☐

1. The following limitations or qualifications are included in this bid:

If no exceptions or limitations are part of a bidder's response, check the following box:

☐

2. No Limitations or Exceptions Apply

Authorized Signature		Company	
Print Name		Date	

BIDDERS ACKNOWLEDGEMENT OF TERMS AND CONDITIONS

CiTl reserves the right to award bids by total (aggregate), group (subcategory) or individual (line-by-line), whichever is in the best interest of CiTi.

By signing below and submitting this bid for consideration by CiTi, the bidder acknowledges that he/she has read, understood and agrees to all aspects of the General Conditions, Bidding Instructions and Special Conditions, and all appendices and the Bidder Response Form as presented without reservation or alteration. The Bidder, Bidder affiliates and any other agency that intercedes on the Bidder's behalf also agrees to hold the CiTi harmless and not responsible for any hardship that can or potentially could be caused and subsequently impacts the bidder as a result of this bid.

Authorized Signature		Company	
Print Name		Date	

CERTIFICATION OF COMPLIANCE

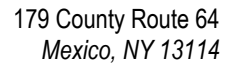
IRAN DIVESTMENT ACT OF 2012

The Bidder/Contractor named below certifies compliance with The State of New York Iran Divestment Act of 2012 (Act), Chapter 1 of 2012 Laws of NY, State Finance Law subsection 165-a including the following:

1. By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that it is not on the "Entities Determined To Be Non-Responsive Bidders/Offerers Pursuant to The New York State Iran Divestment Act of 2012" list ("Prohibited Entities List") posted on the OGS website at:
<http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>.
2. Bidder/Contractor certifies that it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List.
3. Bidder/Contractor is advised that should it seek to renew or extend a Contract awarded in response to the solicitation, it must provide the same certification at the time the Contract is renewed or extended.
4. During the term of the Contract, should CiTi or a Component District receive information that Bidder/Contractor (as defined in CiTi's General Conditions) is in violation of the above-referenced certifications, CiTi will review such information and offer the Bidder/Contractor (or any assignee) an opportunity to respond. If the Bidder/Contractor (or any assignee) fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then CiTi shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the Contractor in default.
5. CiTi reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension 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.

If the Bidder/Contractor is unable to certify that his/her name and the name of the Bidder/Contractor does not appear on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law, a signed statement setting forth in detail why it cannot be certified will be attached to this form.

Authorized Signature	
Print Name	
Title	
Company Name	
Date	



The Center for Instruction, Technology & Innovation (CiTi)

A Board of Cooperative Educational Services

VENDOR RESPONSE SHEET:

CDL Driving Simulator Bid, B26-0003

The Center for Instruction, Technology & Innovation (CiTi) is conducting a one-time bid on behalf of itself for the purchase of one (1) immersion-based commercial driving simulator. It is the intent of CiTi to utilize the simulator in the school's commercial driver training program. The Specification Sheet on the next page identifies a description and the features of a simulator that CiTi is seeking to purchase. Any manufacturer's name or model are being provided to identify a standard for bidders to submit a response. All bidders must submit a pricing proposal and include technical data (product information) for the simulator they are bidding. CiTi reserves the right to formulate a bid committee to review bid submissions to determine quality and compatibility with bid specifications.

Bid Response Checklist (Required Documents):

_____ Bid Cover Sheet (*Notice to Bidders*)

_____ Vendor Response Sheet (*This Page*)

_____ Specification Sheet (*Next Page*)

_____ Pricing Proposal on Company Letterhead

_____ Warranty Information (*if applicable*)

_____ Bid Proposal Certifications Form

_____ Exceptions/Limitations Form

_____ Iran Divestment Act Compliance Form

_____ W9

Vendor Name

Contact Person

Address

Phone Number

City, State, Zip Code

E-Mail Address

Specification Sheet: CDL Driving Simulator Bid, B26-0003

NOTE TO BIDDERS: The following is a list of the features and specifications CiTi is seeking in a driving simulator. CiTi plans to utilize the simulator in a classroom setting for its commercial driver training programs. Please include a separate pricing proposal, on company letterhead, with the specifications, technical data and the cost of the simulator bid.

REMINDER: This will be a one-time purchase for one (1) simulator.

Fully shrouded, realistic, immersion-based, open cab experience with vehicle response technology

Multi-gearred manual transmission

Multi-vehicle options (semi-trailer, dump truck, garbage truck, concrete truck, school bus)

Air brake experience

Air ride seat and realistic steering

Adjustable and progressively challenging driving experience

Extensive (basic to advanced) and customizable commercial trucking scenarios

Challenging weather scenarios, obstacles, malfunctions

Assessment, feedback and reporting tools

Instructor controls

NOTE: CiTi anticipates housing the simulator in an classroom space that is approximately 750 sq. ft.

ADDITIONAL OPTIONS	<i>Please submit with pricing proposal the details of any additional options or upgrades available for purchase and the cost for each.</i>
ONGOING COSTS	<i>Please submit with pricing proposal any/all ongoing costs of ownership. Annual subscription fee? Software update fee?</i>
FREIGHT/DELIVERY CHARGES	<i>If not identified in pricing proposal, please indicate the delivery/rigging charges to ship and offload the simulator at CiTi. Please note CiTi does not have an elevated loading dock. If there is no additional cost, please write 'none'.</i> _____
INSTALLATION & TRAINING SERVICES	<i>If not identified in pricing proposal, please indicate the fee to setup, install the simulator and conduct a training with CiTi staff on the simulator's use and operation? If there is no additional cost, please write 'none'.</i> _____
ORDER TIMEFRAME	<i>After receipt of a purchase order, about how long would it take to receive the simulator?</i> _____
WARRANTY	<i>Does the simulator come with a warranty? If yes, please submit the details of the warranty with pricing proposal.</i> <div style="float: right; text-align: right;"> <input type="checkbox"/> YES <input type="checkbox"/> NO </div>

Center for Instruction, Technology & Innovation

CDL Driving Simulator Bid, B26-0003

NON-BIDDER'S RESPONSE FORM

The Center for Instruction, Technology & Innovation (CiTi) is interested in ascertaining reasons for a prospective bidder's failure to respond to a bidding opportunity. If your company is **not** responding to this bid, please indicate the reason(s) by checking any appropriate item(s) below and email the form to purchasing@CiTiboces.org

We are **not** responding to this bidding opportunity for the following reason(s):

_____ We are unable to bid at this time, but please keep our name on this vendor list

_____ Services we provide do not meet the specifications provided.

_____ Specifications not clearly understood or applicable (too vague, too rigid, etc.).

_____ Contract is too small or too large (Please specify).

_____ The time provided was insufficient for preparation of bid.

_____ An incorrect address was used. Our correct mailing address is: _____

_____ Another branch or division handles this type of bid. We have forwarded this bid on to them but for the future the correct name and mailing address is: _____

_____ Other: _____

Bidder (Business) Name:	
Phone Number:	
Email Address:	
Date:	

**Center for Instruction,
Technology & Innovation**
A Board of Cooperative Educational Services
179 County Route 64
Mexico, NY 13114

GENERAL CONDITIONS

(For the Purchase of Materials, Supplies,
Equipment, and Services)

All invitations to bid issued by the above named Board of Cooperative Educational Services will bind bidders and successful bidders to the conditions and requirements set forth in these general conditions, and such conditions shall form an integral part of each purchase contract awarded by the Center for Instruction, Technology & Innovation (CiTi).

DEFINITIONS

“CiTi” Shall be the legal designation of the Oswego County Board of Cooperative Educational Services/ Center for Instruction, Technology & Innovation.

“School District” Shall be the legal designation of the district.

“Notice to Bidders” A formal statement, which, when issued by the CiTi, constitutes an invitation to bid on the materials, supplies and equipment described by the specifications.

“Board” The Board of Cooperative Education Services Board of Education.

“Bid” An offer to furnish materials, supplies, and/or equipment in accordance with the invitation to bid, the general conditions, special instructions, and the specifications.

“Bid Offer” The form on which the vendor/bidder submits his bid.

“Bidder” A company, corporation or individual submitting a bid.

“Contract” A notice to the successful bidder by the issuance of a purchase order, all documents relating to the transaction, including but not limited to, the bid offer of the successful bidder, notice to bidders, general information, general conditions, specifications, notice of award, bid proposal certifications; a formal document signed by the successful bidder and the CiTi representative.

“Successful Bidder” Any bidder to whom an award is made by the CiTi.

“Contractor” Any bidder to whom a contract award is made by the Board of Cooperative Education Services.

“Specifications” defined as the description of materials, supplies, equipment, and/or services, including the conditions for its purchase.

BIDS

1. The date, time, and place of bid opening will be given in the Notice to Bidders.
2. All bids must be submitted on bid forms, if provided, and in accordance with instructions provided.
3. All bids received after the time stated in the Notice to Bidders may not be considered and will be returned unopened to the bidder. The bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of the CiTi. Whether sent by mail or by means of personal delivery, the bidder assumes responsibility for having his/her bid deposited on time at the place specified.
4. All information required by Notice to Bidders, General Conditions, Specifications, and Bid Offer, in connection with each item against which a bid is submitted, must be given to constitute a regular bid.
5. The Non-Collusive Bidding Certification must be included with each bid as required by General Municipal Law, Section 103-d.
6. The submission of a bid will be construed to mean that the bidder is fully informed as to the extent and character of the supplies, materials, or equipment required and a representation that the bidder can furnish the supplies, materials, or equipment satisfactorily in complete compliance with the specifications.
7. No alteration, erasure, or addition is to be made in the typewritten, printed, or electronic matter. Deviations from the specifications must be set forth in the space provided in the bid for this purpose.
8. Prices and information required should be typewritten for legibility. Illegible or vague bids may be rejected. All signatures must be written. Facsimile, printed, or typewritten signatures are not acceptable.
9. Sales to school districts are not affected by any fair-trade agreements. (General Business Law, Sec. 369-a, Sub. 3)
10. No charge will be allowed for Federal, State or municipal sales and excise taxes since CiTi is exempt from such taxes. The price bid shall be net and shall not include the amount of any such tax.
11. In all specifications, the words “or equal” are understood after each article giving manufacturer’s name or catalog reference, or on any patented article. The decision of CiTi as to whether an alternate or substitution is in fact “equal” shall be final. If bidding on items other than those specified, the bidder must provide in every instance the trade designation of the article, manufacturer’s name, and detailed specifications of item the bidder proposes to furnish. Otherwise, the bid will be construed as submitted on the identical item as specified.
12. Bids on equipment must be for standard new equipment, of the latest model, and in current production, unless otherwise specified.
13. All regularly manufactured stock electrical items must bear the label of the Underwriters’ Laboratories, Inc.
14. When bids are requested on a lump sum basis, the bidder must bid on each item in the lump sum group. A bidder desiring to bid “no charge” on an item in a group must so indicate; otherwise, bid for the group may be rejected.
15. All prices quoted must be “per unit” as specified; e.g., do not quote “per case” when “per dozen” is requested; otherwise the bid may be rejected.
16. Bidders must insert the price per unit and the extensions against each item in this bid. In the event of a discrepancy between the unit price and the extension, the unit price will govern. Prices shall be extended in decimals, not fractions. In the case of electronic filing via CD, diskette or travel drive of a bid response form, the electronic data will take precedence over any written or printed material submitted with the bid packet.
17. All sealed bid submissions must be in sealed, plain, opaque envelopes may be used, clearly marked “BID.” Also, the date and time of the bid opening as indicated on the Notice to Bidders

must appear on the envelope. Bids must not be attached to or enclosed in packages containing bid samples. All electronic bid submissions must be submitted via BidNet Direct. Emailed, faxed or telephoned quotations or amendments will not be accepted at any time.

18. No interpretation of the meaning of the specifications or other contract document will be made to any bidder orally. Every request for such interpretation should be in writing, addressed to the CiTi, no later than ten days (10) prior to the date fixed for the opening of bids. Notice of any and all such interpretations and any supplemental instructions will be sent to all bidders of record by the CiTi in the form of addenda so issued shall become a part of the solicitation documents.
19. A bidder's proposal, as presented, shall remain valid for a period of sixty days (60) from the date of bid opening.

AWARD

20. Awards will be made to the lowest responsible bidder, as will best promote the public interest, taking into consideration the reliability of the bidder, the quality of the materials, equipment, or supplies to be furnished, their conformity with the specifications, the purposes for which required, and the terms of delivery.
21. CiTi reserves the right to reject all bids. Also reserved is the right to reject, for cause, any bid in whole or in part; to waive technical defects; qualifications; irregularities; and omissions if in its judgment the best interests of the district will be served. Also reserved is the right to reject bids and to purchase items on State or County contracts if such items can be obtained on the same terms, conditions, specifications, and at a lower price.
22. The CiTi reserves the right to make awards within sixty (60) days after the date of the bid opening during which period bids may not be withdrawn unless the bidder distinctly states in his bid that acceptance thereof must be made within a shorter specified time.
23. Where a bidder is requested to submit a bid on a total sum or sums, the right is reserved to award contracts on total sum or sums, whichever is in the best interest of CiTi.

24. If two or more bidders submit identical bids as to price, the decision of the board to award a contract to one of such identical bidders shall be final. (General Municipal Law, Sec. 103, Sub. 1)

CONTRACT

25. Each bid will be received with the understanding that the acceptance thereof in writing by the board, to furnish any or all of the items described therein and shall constitute a contract between the successful bidder and the school district. The contract shall bind the successful bidder to furnish and deliver at the award prices and in accordance with the conditions of this bid.
26. The placing in the mail of a notice of award or purchase order to a successful bidder, to the address given in his bid, will be considered sufficient notice of acceptance of contract.
27. If the successful bidder fails to deliver as ordered, or within the time specified, or within reasonable time as interpreted by the CiTi, or fails to make replacement of rejected articles, when so requested immediately or as directed CiTi, CiTi may purchase from other sources to take the place of the item rejected or not delivered. CiTi reserves the right to authorize immediate purchase from other sources against rejections on any contract when necessary. On all such purchases, the successful bidder agrees to reimburse the CiTi promptly for excess costs occasioned by such purchases. Should the cost be less, the successful bidder shall have no claim to the difference. Such purchases will be deducted from the contract quantity.
28. A contract may be canceled at the successful bidder's expense upon nonperformance of contract.
29. Cancellation of contract for any reason may result in the removal of the successful bidder's name from the mailing list for future proposals for an indeterminate period.
30. Damaged Products – During the scheduled delivery times, the vendor agrees to remove all damaged cases that are visible and all products that are found damaged upon opening, or products which do not meet specifications.

31. When materials, equipment, or supplies are rejected, they must be removed by the successful bidder from the premises of the school district within ten (10) days of notification. Rejected items left longer than ten (10) days will be regarded as abandoned, and the school district shall have the right to dispose of them as its own property.
32. Pertinent information: Damaged goods not removed by the vendor, as stated, will be regarded as abandoned and the CiTi shall have the right to dispose of them as its own property. This condition addresses the following concerns:
 - a. Damaged cases discovered during and after delivery
 - b. Products that do not meet specifications
 - c. Storage of such items
 - d. Ownership of such items
33. In any of the situations mentioned, the vendor is required to pick up damaged goods at the time of delivery, and immediately issue credit. Additionally, if the discrepancies are not noted until after receipt of the goods, the vendor agrees to pick up the items on the next delivery. In either event, if the vendor does not adhere to these terms, CiTi gains title to the property and needs only to maintain a record of the delivery date and the item codes to be entitled to credit.
34. No items are to be shipped or delivered until receipt of an official purchase order. Each delivery must show a purchase order number on the outside of the package, unless otherwise directed by the Purchasing Agent.
35. It is mutually understood and agreed that the successful bidder shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or his right, title, or interest therein, or his power to execute such contract, to any other person, company, or corporation, without the previous written consent from CiTi.
36. Each bid will be received with the understanding that the acceptance thereof in writing by the board, to furnish any or all of the items described therein shall constitute a contract between the successful bidder and CiTi. However, CiTi shall be under no obligation to purchase items until such time that a properly executed Purchase Order has been issued.

37. Contract shall bind the successful bidder on his part to furnish and deliver at the prices and in accordance with the conditions of his bid. The contract shall bind CiTi on its part to order from such successful bidder and to pay for at the contract prices.

INSTALLATION OF EQUIPMENT

38. The successful bidder shall clean up and remove all debris and rubbish resulting from his work from time to time as required or directed. Upon completion of the work, the premises shall be left in a neat, unobstructed condition, and the buildings broom cleaned, and everything in perfect repair and order.
39. Equipment, supplies and materials may be stored at the site only if approved by CiTi and at the successful bidder's risk. In general, such onsite storage should be avoided to prevent possible damage or loss of the material.
40. Work shall progress to cause the least inconvenience to CiTi. The successful bidder shall keep in touch with the entire operation and install his work promptly.
41. Bidders shall acquaint themselves with conditions to be found at the site and shall assume all responsibility for placing and installing the equipment in the locations required.

GUARANTEES BY THE SUCCESSFUL BIDDER

42. The successful bidder guarantees:
- The product against defective material or workmanship and to repair or replace any damages or marring occasioned in transit.
 - To furnish adequate protection from damage for all work and to repair damages of any kind for which he or his workers are responsible, to the building or equipment, to his own work, or to the work of other successful bidders.
 - Carry adequate insurance to protect CiTi from loss in case of accident, fire, theft, etc.
 - That all deliveries will be equal to the accepted bid sample.

- That the equipment delivered is standard, new, latest model of regular stock product or as required by the specifications; also that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice. Every unit delivered must be guaranteed against faulty material and workmanship for a period of at least one year from the date of delivery. If during this period such faults develop, the successful bidder agrees to replace the unit, or the part affected without cost to CiTi.

43. Any merchandise provided under the contract, which is or becomes defective during the guarantee period, shall be replaced by the successful bidder free of charge with the specific understanding that all replacements shall carry the same guarantee as the original equipment. The successful bidder shall make any such replacement immediately upon receiving notice from CiTi.

DELIVERY

44. Delivery must be made in accordance with the instructions to bidders and specifications. If delivery instructions do not appear on order, it will be interpreted to mean prompt delivery. The decision of CiTi as to reasonable compliance with delivery terms shall be final. If a vendor is bidding a special-order item that will extend the delivery time outside of the specified time frame, this must be noted in the bid for consideration during the award process.
45. CiTi will not accept any deliveries on Saturdays, Sundays or legal holidays, except commodities required for daily consumption or where the delivery is for an emergency.
46. Items shall be packaged securely and properly for shipment, storage and stocking in shipping containers and according to accepted commercial practice, without extra charge for packing cases, bailing or sacks.
47. The successful bidder shall be responsible for delivery of items in good condition at the point of destination. He shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. CiTi will note for the benefit of successful

bidder when packages are not received in good condition.

48. Unless otherwise stated in the specifications, all items must be delivered into and placed at a point within the building as directed by the shipping instructions. The successful bidder will be required to furnish proof of delivery in every instance.
49. Unloading and placing of the equipment and furniture is the responsibility of the successful bidder, and CiTi accepts no responsibility for unloading and placing of equipment. Any costs incurred due to the failure of the successful bidder to comply with this requirement will be charged to him. No help for unloading will be provided by CiTi, and suppliers should notify their truckers accordingly.
50. All deliveries shall be accompanied by delivery tickets or packing slips. Ticket shall contain the following information for each item delivered:
- Contract number and/or purchase order number
 - Name of article
 - Item number (if applicable)
 - Quantity
 - Name of the successful bidder
 - Carton shall be labeled with purchase order and contract number, successful bidder's name and general statement of contents. Failure to comply with this condition shall be considered sufficient reason for refusal to accept the goods.

51. The successful bidder shall supply all guarantees, service warranties, and manuals where applicable.
52. If applicable, each item on the bid containing a Chemical Substance must be accompanied by a MATERIAL SAFETY DATA SHEET when delivered. Failure to include these requisite data sheets will prohibit the processing of payment.

PAYMENTS

53. Payment for the used portion of an inferior delivery will be made by CiTi on an adjusted price basis.
54. Payment will be made only after correct presentation of claim forms or invoices as may be required.
55. Payments of any claim shall not preclude CiTi from making claim for

adjustment on any item found not to have been in accordance with the contract specifications.

56. The bidder shall state the amount of the discount that will be allowed for payment terms less than 30 days. In the absence of such stated discount, payment will be made approximately thirty days (30) after receipt of materials and invoice.

SAVING CLAUSE

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

CONTRACT TERMINATION

58. CiTi shall have the right to terminate or reduce individual orders without further obligation as of the end of the then current fiscal year in the event that CiTi is on a contingent budget, fails to get budgetary appropriation or experiences approval of funding at a reduced amount for the continuation of individual orders for any subsequent fiscal year. CiTi shall give bidder written notice of termination or the reduction of orders within thirty days (30) of the failure to appropriate the necessary funding. This contract shall be deemed executory only to the extent of the monies appropriated and available for the purpose of the contract, and no liability on account thereof shall be incurred by the purchaser beyond the amount of such monies. It is understood that neither this contract nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available monies for the purpose of the contract.
59. CiTi shall have the option, in its sole discretion, to terminate an award agreement, at any time during the term hereof, for convenience and without cause. CiTi shall exercise this option by giving Contractor and/or Awarded Vendor written notice of termination. The notice shall specify the date on which termination shall become effective.

NEW YORK STATE SEXUAL HARASSMENT LAWS:

60. By submission of this Bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the NYS labor law. A model policy and training has been created by the NYS Department of Labor and can be found here:
<https://www.ny.gov/programs/combat-ing-sexual-harassment-workplace>

NON-DISCRIMINATION REQUIREMENTS

61. In accordance with Article 5 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional, nondiscrimination provisions, the bidder agrees that neither it nor its subcontractors shall be reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any person who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Agreement. CiTi does not discriminate on the basis of sex in the educational program or activities which it operates, and it is required by Title IX of the Educational Amendments of 1972 not to discriminate in such a manner. This policy of nondiscrimination includes the following areas; recruitment and appointment of employees; employment pay and benefits; counseling services for students; access by students to educational program; course offering and student activities.

BOARD OF COOPERATIVE EDUCATIONAL SERVICES
SOLE SUPERVISORY DISTRICT
OSWEGO COUNTY
LEGAL NOTICE

The Board of Cooperative Educational Services of Oswego County, known as the Center for Instruction, Technology & Innovation (CiTi), in accordance with Section 103 of Article 5-A of the General Municipal Law is seeking bids on behalf of itself for the purchase of one (1) CDL DRIVING SIMULATOR, BID B26-0003.

Specifications, general information and bid forms may be obtained at the Center for Instruction, Technology & Innovations (CiTi) Purchasing Department, 179 County Route 64, Mexico, NY 13114 between the hours of 9:00 a.m. and 4:00 p.m. daily, except Saturdays, Sundays or Holidays, by calling 315-963-4253, by e-mailing purchasing@CiTiboces.org or at the website: www.CiTiboces.org/cooperativepurchasing

Bids must be submitted on the bid forms provided by CiTi in strict adherence to the bid specifications and conditions. Sealed bid submissions and electronic bid submissions via BidNet Direct will be accepted.

Sealed bids will be received at the CiTi Business Office, 179 County Route 64, Mexico, NY 13114 until, but not later than 2:00 p.m. on October 1, 2025. Electronic bid submissions will be accepted via BidNet Direct up to, but no later than 2:00 p.m. on October 1, 2025. Immediately thereafter a bid opening will be conducted to open and publicly read all bid responses.

Melissa Allard, Clerk of the Board
9/10/2025

Slated for posting in CiTi's legally designated newspaper, The Palladium Times, on 9/10/2025