When submitting a sealed bid, please be sure to put the **bid title and bid number** on the **outside envelope** being mailed. Please attach a completed **W9** to your bid response.

Vendor:		
Bid Contact:	Ordering Contact:	
Address:	Ordering Address:	
Phone #:	Ordering Phone #:	
Fax #:	Ordering Fax #:	
E-Mail:	Ordering E-Mail:	
Гах ID Number:	Web-Site:	

Center for Instruction, Technology & Innovation (CiTi)

Oswego County Board of Cooperative Educational Services

179 County Route 64 Mexico, NY 13114 (315) 963-4414 phone

www.CiTiboces.org www.CiTiboces.org/cooperativepurchasing

Specification and Instructions for the Supply of

Printed Calendars

Bid Number: B25-5000A

Bid Contract Dates: July 1, 2025 - December 31, 2025

Date of Bid Opening: April 22, 2025 @ 3:00 pm

Bid Participant:

Center for Instruction, Technology & Innovation

Do not separate these sheets

Please refer all questions, in writing on the Bid Question Form to:

Holly Cheeley, Bid Specialist CooperativeBids@CiTiboces.org 179 County Route 64 Mexico, NY 13114 (315) 963-4414 phone

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.

B25-5000A Printed Calendars



Scope of the Bid

This bid is for the Center for Instruction, Technology & Innovation (CiTi).

CiTi is soliciting bids from qualified vendors that are able to provide commercial printing services for PRINTED SCHOOL DISTRICT CALENDARS.

For the purposes of this bid, CALENDARS is defined as: Cover, maybe self-covered, saddle-stitched, multi-page, drilled hole for hanging, bundled by 20 count unless otherwise specified.

Bidding Instructions and Special Conditions for the Submission of Vendor Responses

- Sealed bids for furnishing and delivery of items and services as required are set forth in these specifications prepared by CiTi are sought at this time.
- 2. Copies of the specifications may be obtained by contacting Holly Cheeley, Bid Specialist at the Business Office of CiTi, 179 County Route 64, Mexico, New York 13114, by calling (315) 963-4414 or emailing <u>CooperativeBids@CiTiboces.org</u> Bid opportunities and current bids are available electronically at www.CiTiboces.org/cooperativepurchasing Bid specifications can also be found online at BidNet Direct:



- ALL questions with regard to this bid MUST be submitted in writing. A form is included in this packet for this purpose. Responses will be provided to all bidders in the form of an addendum.
- 4. Please email the bid questionnaire form that is attached as part of this bid proposal to the attention of the Bid Specialist at: Cooperativebids@CiTiboces.org
- No questions will be entertained by any other means. All
 questions must be submitted at least 10 business days prior to
 the official bid opening. Questions received after this time may
 not be addressed.

Accepting Sealed OR Electronic Bid Submissions

6. 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 3:00 p.m. April 22, 2025. Sealed bid envelopes can also be hand-delivered to CiTi's Receiving Department (Green Steel Building across the road from the main CiTi Campus in Mexico). CiTi's Receiving Department is open Monday – Friday 7:00 a.m. to 3:00 p.m.

Oswego County Board of Cooperative Educational Services Holly Cheeley, Bid Specialist

- 7. **ELECTRONIC BIDS** must be submitted via BidNet Direct no later than 3:00 p.m. April 22, 2025. This is the ONLY manner in which electronic submissions will be accepted.
- 8. Emailed or faxed bid responses are not acceptable.
- 9. In the event that the CiTi Business Office is closed due to unforeseen circumstances, the bid deadline will be extended to the next business day that CiTi is open for business. The time of day will remain 3:00 p.m.
- 10. A public bid opening will take place on April 22, 2025, at 3:00 p.m.
- 11. 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:

 CooperativeBids@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.
- 12. For Sealed Bid Submissions: Bidders must supply signed hard copies of their completed bids 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. CiTi also strongly encourages the submission of the bid pricing (in excel format) on either a CD or flash drive along with the signed hard copies of all the required bid documents.
- 13. For Electronic Bid Submissions: Bidders must supply a signed photocopy of the bid forms and a completed vendor response sheet (in excel format) via BidNet Direct.
- 14. Each proposal shall state a certain sum for each item bid upon and for the total of all items bid upon. The proposal as presented shall remain valid for a period of sixty (60) days from the date of bid opening.
- 15. Express Mailings: All express envelopes must be clearly marked with the words "Sealed Bids 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.
- 16. All Bidders are responsible to insure the timely delivery of their bids. Bids submitted after the posted due date and time will be returned unopened to the bidder.
- 17. The following three (3) forms are included herein and form a part of this bid proposal: 1. Bid Proposal Certifications (Non-Collusion Bidding Certification and Conflict of Interest Certification). 2. Exceptions or Limitations/Acknowledgement of Terms and Conditions. 3. Iran Divestment Act Certificate of Compliance. Failure to fully execute these three (3) statements will constitute grounds for rejection of a bid submission.
- 18. Each Proposal is to be made on the <u>Bid Forms</u> attached. Bid Forms, along with the Bid Packet, must be enclosed and sealed in an envelope and marked with the name of the bidder and the bid number on the front of the envelope.

B25-5000A Printed Calendars



- 19. The bidder shall not change or provide the bid sheets in a different format than the one provided. Any change in the electronic format will result in the rejection of the bidder's submittal.
- All vendor literature must be clearly marked to reference the specifications defined in this bid.
- 21. Bid all items as indicated. Specifications are for the purpose of establishing and describing style, general performance and quality levels. Such references are not intended to be restrictive, and bids are invited on these and comparable brands or products of any manufacturer.
- 22. BIDDERS PLEASE NOTE: The words "Or Equivalent" shall be considered as added to each specification, except in instances where "ONLY" or "NO SUB" is stated. CiTi reserves the right to request samples of items where an equivalent is bid. It is the responsibility of the bidder to notify CiTi when such substitutions are incorporated. Please note any substitutions on the bid form.
- 23. The bidder shall state the amount of the discount that will be allowed CiTi for payment terms less than 30 days. In the absence of such stated discount, payment will be made approximately thirty (30) days after receipt of materials and invoice.
- CiTi reserves the right to waive any formalities on bids received.
- CiTi reserves the right to reject any or all bids and to readvertise.
- 26. CiTi reserves the right to reject any and all bids not deemed for the best interests of CiTi and to reject as informal such bids, as in their opinion, are incomplete, conditional, obscure, or which contain irregularities of any kind including unbalanced bids. By an unbalanced bid, it is meant one in which the amount bid for one or more separate items is substantially out of line with current market prices for the materials and/or work covered thereby.

Orders and Delivery

- 27. CiTi will prepare individual Purchase Orders for any orders.
- 28. Delivery is to be made to multiple locations: CiTi, a School District, or to third party locations, such as the U.S. Postal Service. The Purchase Order shall designate the place of delivery.
- Purchases made by CiTi are not subject to any Sales or Federal Excise Tax.
- 30. Invoices shall be presented to CiTi for the quantities ordered and provided as per the purchase order.
- Each delivery must show a purchase order number on the outside of the package, unless otherwise directed by the CiTi Purchasing Agent.

Oswego County Board of Cooperative Educational Services Holly Cheeley, Bid Specialist

- 32. Failure to abide by the delivery schedule on attached specification form, or repeated poor workmanship will be grounds for penalties and/or immediate cancelation of this agreement and any pending orders against it, with no liability to CiTi (see STANDARD PRODUCTION/DELIVERY TIMES for more details).
- 33. Types of printing products requested and quantities are based on past orders and estimated quantities. The number of printing projects, or the quantities per printing project ordered may fluctuate, and therefore are not guaranteed.
- 34. The hours for the CiTi Receiving Department are 7:30 am to 3:00 pm. If rush orders necessitate delivery outside of these times, please contact the Printing Department at 315-963-4365 or 315-963-4235 to arrange a mutually agreeable delivery schedule.

Special Instructions

- 35. Site Tour a tour of the printing site may be made to determine if the bidding print shop has adequate facilities and equipment to perform the requested services.
- Bidders will be required to complete and submit a Certificate of Experience (see attached form).
- 37. Bidders will be required to complete and submit a list of company owned and/or leased equipment (see attached form). Please note: Vendors submitting a response to this bid must be able to perform the work in-house. Outsourcing of work to a third party will not be allowed or considered.
- Bidders will be required to certify that they are able to work with a list of specific software and procedures (see attached form).
- 39. Bidders will be required to provide an employee contact for CiTi to work with that will be expected to promptly return emails, voicemails and messages. Any contact from CiTi to the vendor should be returned within the business day (defined as 8 a.m. to 4:30 p.m.). It is expected that e-mail messages will be processed at least once daily (see attached form).
- 40. Bidders will be required to provide their shutdown schedule if they are awarded any portion of this bid.
- Bidders agree to only accept files, corrections, edits and/or changes from an authorized CiTi representative or CiTi designee (see attached form).
- File Handling Fees shall include all author-alterations, colorcorrections and file conversions.
- 43. Bidders must provide a soft-proof (digital) electronically.





Standard Production/Delivery Times

44. For the purposes of this bid, the delivery time on the following chart will be considered "Standard Delivery Time". Any less lead time will be considered a "rush order". For the purpose of this bid, "Standard Delivery Time" is defined as the time when the project is to be delivered and accepted at the address specified ON THE PURCHASE ORDER. For the purpose of this bid, "Days" = Business Days

Item	Standard Delivery Time
Calendars	At the most, 12 days from proof

- 45. It is expected that a preliminary digital proof will be available from the vendor within 24 hours of file delivery to the vendor. If a second (corrected) proof is required, another 24 hours will be allowed. If subsequent proofs are necessary, the turnaround should be within the same day, defined as 8 am to 4:30 p.m.
- 46. Force Majeure events/circumstances excluded, vendors failing to abide by the STANDARD DELIVERY TIMES on the preceding chart and will be subject to the following penalties:
 - Delivery one (1) day late = 5% off total net charge of the purchase order;
 - Delivery two (2) days late = 8% off total net charge of the purchase order;
 - Delivery three (3) days late = 11% off total net charge of the purchase order;
 - Delivery four (4) days late = 14% off total net charge of the purchase order;
 - Delivery five (5) or more days late = 17% off total net charge of the purchase order; (see attached form).

Pricing

- 47. Pricing is to be submitted for the bid materials in accordance with the specifications and proposal pages. The bidder must insert the price per unit as specified and the price extension accordingly against each item 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.
- An approximate order size (quantity) is provided for each print project. Per unit pricing will be held for orders with a deviation quantity of +/- 20%.
- Pricing will reflect all costs, including but not limited to preparation, file handling, plating, printing, inside delivery, set up fees, and any other cost.
- 50. Pricing is FOB Destination, inside delivery, to the ordering school district or designated post office if requested. In the event that CiTi requests direct mailing, the additional charge will be quoted on a case-by-case basis.
- 51. The deviation in delivery shall not exceed 5% (+/-) of quantity stated on the purchase order.
- 52. CiTi will not approve payment for overruns.

Oswego County Board of Cooperative Educational Services Holly Cheeley, Bid Specialist

 File manipulation fee refers to the bidder's graphic design fee to alter, edit or change a portion of the original/native file, if requested.

Award

- 54. Notice of Award shall be made to the successful bidder within sixty (60) days from the date of bid opening. The award will be aggregate, to the lowest responsive/responsible bidder with best standard production time. The awarded bidder will be the vendor for any additional calendar jobs for the term of the bid award.
- 55. All awards are subject to approval by the Board of Education. The formal award of the bid will take place at the June 18, 2025, CiTi Board of Education Meeting.

Term

 The contract date runs from July 1, 2025 until December 31, 2025.

Force Majeure

- 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, 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.
- 58. CiTi 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 CiTi and which by the exercise of reasonable diligence he/she is unable to prevent.

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 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 CiTi representative.
- "Successful Bidder" Any bidder to whom an award is made by 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 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 space provided in 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 the school districts and CiTi are 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 the school district as to whether an alternate or substitution is in fact "equal" shall be final. If bidding on items other than those specified, bidder must provide in every instance the trade designation of the article, manufacturer's name, and detailed specifications of item he proposes to furnish. Otherwise, bid will be construed as submitted on the identical item as specified.
- 12. Bids on equipment must be on standard new equipment, of 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, 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 bid may be rejected.
- 16. Bidder must insert the price per unit and the extensions against each item in his 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. Prices shall be net; including transportation and delivery charges fully prepaid by the successful bidder to destination indicated in the instructions to bidders. If award is made on any other basis, transportation charges must be prepaid by the successful bidder and added to the invoice as a separate item. In any case, title shall not pass until items have been delivered and accepted.

- 18. 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.
- 19. 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 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 CiTi in the form of addenda so issued shall become a part of the contract documents.
- 20. If the supplies, materials, or equipment are to be delivered over an extended period of time, or if the specifications so state, then the successful bidder may be required to execute an agreement in relation to the performance of his contract, such agreement to be executed by the bidder within 15 days after notification to execute such contract. If the specifications so state, the successful bidder also may be required to furnish a performance bond equal to the full amount of the contract to guarantee the faithful performance of such contract. Such performance bond shall be maintained in full force and effect until the contract shall have been fully performed. The surety company furnishing such performance bond shall be authorized to do business in the State of New York and must be satisfactory to the school district. The successful bidder shall execute the performance bond at the time of the execution of the contract by the successful bidder and the Board.
- 21. The proposal as presented shall remain valid for a period of sixty days (60) from the date of bid opening.

SAMPLES

- 22. All specifications are minimum standards; and accepted bid samples do not supersede specification for quality unless bid sample is superior, in which case deliveries must be the same identity and quality as accepted bid sample.
- 23. CiTi reserves the right to request a representative sample of the item quoted

- upon either prior to the award or before shipments are made. If circumstances do not allow for samples, please include information where the items can be viewed in an industrial or retail setting. If the sample is not in accordance with the requirements of the specifications, CiTi may reject the bid; or, if award has been made, cancel the contract at the expense of the successful bidder.
- 24. Samples, when required, must be submitted strictly in accordance with instructions; otherwise, bid may not be considered. If samples are requested subsequent to bid opening, they shall be delivered as directed for bid to have consideration. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating if the bidder desired their return and specifying the address to which they are to be returned provided they have not been used or made useless by tests. Award samples may be held for comparison with deliveries. CiTi will not be responsible for any samples destroyed or mutilated by examination or testing. The bidder at his expense shall remove samples. Samples not removed within fifteen (15) days after written notice to the bidder will be regarded as abandoned and CiTi shall have the right to dispose of them as its own property.
- 25. When a specification indicates that an item to be purchased is to be equal to a sample, such sample will be on display at a designated location in CiTi. Failure on the part of the bidder to examine sample shall not entitle him to any relief from the conditions imposed in the proposal, specification, etc.

AWARD

- 26. 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.
- 27. 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.

- 28. 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.
- 29. 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
- 30. 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

- 31. 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 the school district. Contract shall bind the successful bidder on his part to furnish and deliver at the prices and in accordance with the conditions of this bid.
- 32. 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.
- 33. If the successful bidder fails to deliver as ordered, or within the time specified, or within reasonable time as interpreted by CiTi, or fails to make replacement of rejected articles, when so requested immediately or as directed by the school district, CiTi or school district may purchase from other sources to take the place of the item rejected or not delivered. CiTi or school district 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 CiTi or school district 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 contract quantity.
- 34. A contract may be canceled at the successful bidder's expense upon nonperformance of contract.
- 35. Cancellation of contract for any reason may result in removal of the successful bidder's name from mailing list for future proposals for an indeterminate period.

36. 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.

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.

Pertinent information: Damaged goods not removed by the vendor, as stated, will be regarded as abandoned and CiTi shall have the right to dispose of them as its own property. This condition addresses the following concerns:

- Damaged cases discovered during and after delivery
- b. Products that do not meet specifications
- c. Storage of such items
- d. Ownership of such items
- 37. 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.
- 38. No items are to be shipped or delivered until receipt of an official purchase order from the school district. Each delivery must show a purchase order number on the outside of the package, unless otherwise directed by the Purchasing Agent.
- 39. 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 of the school district.
- 40. 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

the school district. However, CiTi or the School District(s) shall be under no obligation to purchase items until such time that a properly executed Purchase Order has been issued (see also item #62).

41. 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. Contract shall bind the school district on its part to order from such successful bidder and to pay for at the contract prices, all items ordered and delivered, within twenty (20) percent over or under the award quantity, unless otherwise specified, or impacted by funding conditions (see also item #40 and #62)."

INSTALLATION OF EQUIPMENT

- 42. 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. Old materials are the property of the successful bidder unless otherwise specified.
- 43. Equipment, supplies and materials shall be stored at the site only on the approval of CiTi or school district and at the successful bidder's risk. In general, such onsite storage should be avoided to prevent possible damage or loss of the material.
- 44. Work shall progress to cause the least inconvenience to CiTi or school district and with proper consideration for the rights of other successful bidders and their workers. The successful bidder shall keep in touch with the entire operation and install his work promptly.
- 45. 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.
- 46. Equipment for trade-in shall be dismantled by the successful bidder and removed at his expense. The condition of the trade-in equipment at the time it is turned over to the successful bidder shall be the same as covered in the specifications, except as affected by normal wear and tear from use up to the time of trade-in. All equipment is represented simply "as is." Equipment is available for inspection only at the delivery point listed for new equipment, unless otherwise specified.

GUARANTEES BY THE SUCCESSFUL BIDDER

- 47. The successful bidder guarantees:
- The product against defective material or workmanship and to repair or replace any damages or marring occasioned in transit.
- b. 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 the school district from loss in case of accident, fire, theft, etc.
- d. That all deliveries will be equal to the accepted bid sample.
- 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 or school district.

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 or school district.

DELIVERY

48. 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 or the school district 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.

- 49. CiTi or the school district 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.
- 50. 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.
- 51. The successful bidder shall be responsible for delivery of items in good condition at point of destination. He shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. The receiving school district will note for the benefit of successful bidder when packages are not received in good condition
- 52. 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 or the agent for the school district. The successful bidder will be required to furnish proof of delivery in every instance.
- 53. Unloading and placing of the equipment and furniture is the responsibility of the successful bidder, and the school district 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 or school district, and suppliers should notify their truckers accordingly.
- 54. All deliveries shall be accompanied by delivery tickets or packing slips. Ticket shall contain the following information for each item delivered:
- a. Contract number and/or purchase order number
- b. Name of article
- c. Item number (if applicable)
- d. Quantity
- e. Name of the successful bidder
- f. 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.
- 55. The successful bidder shall supply all guarantees, service warranties, and manuals where applicable.

56. Each item on the Bid containing a <u>Chemical Substance</u> must be accompanied by a <u>MATERIAL SAFETY DATA SHEET</u> when delivered. Failure to include these requisite data sheets will prohibit the processing of payment.

PAYMENTS

- 57. Payment for the used portion of an inferior delivery will be made by CiTi or school district on an adjusted price basis.
- 58. Payment will be made only after correct presentation of claim forms or invoices as may be required.
- 59. Payments of any claim shall not preclude CiTi or school district from making claim for adjustment on any item found not to have been in accordance with the contract specifications.
- 60. 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

61. 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

62. CiTi and/or the School Districts 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 or the School District is on a contingent budget, fails to get a budgetary appropriation or experiences approval of funding at a reduced amount for the continuation of individual orders for any subsequent fiscal year. CiTi or the School District 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.

63. 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.

LABOR LAW/PREVAILING WAGES

- 64. By bidding on this contract, the contractor is agreeing to comply with all applicable requirements of NYS Labor Law. The contractor shall conform to the schedule of wages applicable to the performance of the said contract and the statutory requirements and rules of the State of New York.
 - Where delivery and installation of material is required, the contractor agrees to comply with Article 8-Public Work, of the NYS Labor Law and its current prevailing wage schedule.
 - Where delivery in place is required, the contractor agrees to comply with Article 9, Prevailing Wages for Building Service Employees, of the NYS Labor Law and its current prevailing wage schedule.

Each contractor who works on a public work project must maintain certified payrolls and provide such payrolls, with original certifications, to the contracting agency at least once every 30 days. The filing of these certified payrolls shall be a condition of payment.

NEW YORK STATE SEXUAL HARASSMENT LAWS:

65. 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/combatingsexual-harassment-workplace

NON-DISCRIMINATION REQUIREMENTS

66. 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.



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		Please sign here
Company		
Title	Date	



EXCEPTIONS OR LIMITATIONS TO BID SPECIFICATIONS AND CONDITIONS

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

A. If any exceptions or limitations to the bid conditions and specifications are part of your bid, you must check

box 1 (belo	ow) and indicate the limitation on this page.		
B. If no excep	ptions or limitations are part of your bid, you must check bo	x 2 (below	7).
1. The	e following limitations or qualifications are included in this	bid:	
	a. Delivery:		
	b. Freight or Delivery Charges:		
	c. Pricing:		
	d. Other (please specify, ex: factory min order quantity or	price):	
2. No	o Limitations or Exceptions Apply		
Authorized S	Signature		Please sign here
Company			riease signi nere
Title	Date		
	BIDDERS ACKNOWLEDGEMENT OF TERMS A	ND CONDI	TIONS
	es the right to award bids by total (aggregate), group (subcategory) or in cooperative School Districts or CiTi.	dividual (lin	e-by-line), whichever is in the best
agrees to all aspe Response Form a the Bidder's beha	below and submitting this bid for consideration by CiTi, the bidder acknown of the General Conditions, Bidding Instructions and Special Conditions as presented without reservation or alteration. The Bidder, Bidder affiliated also agrees to hold CiTi harmless and not responsible for any hardshapacts the bidder as a result of this bid.	ions, and all ates and any	appendices and the Bidder other agency that intercedes on
Authorized S	Signature		Please sign here
			Ticase sign note
Title	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 New York, 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.

Signature & Company Position	Please sign here
Print Name and Company Position	
Company Name	
Date	



Printed Calendars Bid B25-5000A

QUESTIONS

ALL questions with regard to this Bid **MUST** be emailed to CiTi Cooperative Purchasing on this form at: CooperativeBids@CiTiboces.org.

No questions will be entertained by any other means. All questions must be submitted at least 10 business days prior to the office bid opening. Questions received after this time may not be addressed.		
Vendor Name	Date	
Telephone number	Email Address	



179 County Route 64 Mexico, NY 13114

Article # 36. Special Conditions

Bid B25-5000A - Printed Calendars CERTIFICATE OF EXPERIENCE

(This form must be filled in by the Vendor)

l,	hereby certify that (company)	
	has performed the following works	within the last three years:
Name of Business:	Contact Name:	
Address:		
Amount of Contract:		
Type of Work:	Fax Number:	
Name of Business:		
Address:		
Amount of Contract:	Telephone Number:	
Type of Work:		
Name of Business:		
Address:		
Amount of Contract:	Telephone Number:	
Type of Work:	Fax Number:	
Name of Business:	Contact Name:	
Address:		
Amount of Contract:		
Type of Work:	Fax Number:	
Company Name	Wit	ness
Authorized Personnel	D	ate
Title		



Title

Center for Instruction, Technology & Innovation

179 County Route 64 Mexico, NY 13114

Article # 37. Special Conditions

Bid B25-5000A - Printed Calendars CERTIFICATE OF EQUIPMENT

1			hereby certify that:
	(Authorized Personnel)		
			is the owner
or lessee of the equipment nece	essary for the execution of this Co	ntract and further certifies that	
		is full prepared with the neces	ssary capital, material
and machinery to conduct this wor	rk as herein specified.		
	ing a response to this bid must work to a third party will not be	be able to perform the work in-h	ouse. Outsourcing of
The eq	uipment available for the execution	on of this contract is listed below.	
Machine Type	Manufacturer	Age of Machine	Company Owned or Leased
Company Nar	me	Witness	
A. the size of Descri		Dete	
Authorized Perso	onnei	Date	



Center for Instruction, Technology & Innovation 179 County Route 64

Mexico, NY 13114

Article # 38. Special Conditions

Bid B25-5000A - Printed Calendars CERTIFICATE OF SOFTWARE/TECHNOLOGY CAPABILITIES

1,	hereby cer	tify that (company nam	e)	
	has th	e following technology	or software cap	pabilities:
Computer Systems Information:				
- Do you have PC Compatibility?	PC Compatibility	Yes		No
Software Information:				
- Do you have the ability to support the	following file formats?			
Publisher Yes Word Yes InDesign Yes	No No No	Illustrator PhotoShop Acrobat	Yes Yes Yes	No No No
File Submission:				
- How are data files submitted to your community to a submitted to your community to	l Disk	In Original Applicat	ion 	PDF
<u>Data Communication</u>				
- Can you provide a softproof (digital) e	electronically?	Yes	No	
Mail Preparation Services				
- Can you provide Mail Preparation Ser	vices?	Yes	No	
Please list software and serv	vices available below:			
Please list preferred file type	es for mail processing serv	/ices:		
Company Name			Witness	
Authorized Personnel			Date	
Title				



179 County Route 64 Mexico, NY 13114

Article # 39. Special Conditions

Bid B25-5000A - Printed Calendars VENDOR CONTACT INFORMATION

(This form must be filled in by the Vendor)

	Contact Inf	ormation	for	Person	who	will	receive	the	file
--	-------------	----------	-----	--------	-----	------	---------	-----	------

Name			
Phone Number			
E-mail Address			
Contact Information	for Pressroom		
Name _			
Phone Number			
E-mail Address			
Emergency/Urgent (Contact Name		
Name _			
Phone Number			
E-mail Address			
Emergency/Urgent A	After Hours Contact		
Name			
Phone Number	_		
E-mail Address			
Со	ompany Name	 Witness	
Autho	prized Personnel	 Date	
	Title		



179 County Route 64 Mexico, NY 13114

Article #41. Special Conditions

Bid B25-5000A - Printed Calendars BID AGREEMENT

l,	· · · · · · · · · · · · · · · · · · ·
hereby certify that (company name)	
CiTi representatives will be identified on each purchase rush or any other charges incurred as a result of ac	nges from an authorized CiTi representative. Authorized order. CiTi will not be responsible for file manipulation, ecepting files, corrections, edits or changes from an Fi representative.
Company Name	Witness
Authorized Personnel	Date
Title	•



179 County Route 64 Mexico, NY 13114

Articles #44-46. Special Conditions

Bid B25-5000A - Printed Calendars STANDARD DELIVERY TIME

For the purposes of this bid, the below listed delivery times will be considered "Standard Delivery Time".

Any less lead time will be considered a "rush order".

For the purpose of this bid, "Standard Delivery Time" is defined as the time when the project is to be delivered and accepted at the address specified ON THE PURCHASE ORDER.

For the purpose of this bid, "Day" = Business Day, defined as an official work day of the week, Monday through Friday excluding holidays. The typically work day is 8:00 a.m. to 4:30 p.m.

ITEM	STANDARD DELIVERY TIME
Calendar	At the most, 12 days from proof*

^{*}It is expected that a preliminary digital proof will be available from the vendor within 24 hours of file delivery to the vendor. If a second (corrected) proof is required, another 24 hours will be allowed. If subsequent proofs are necessary, the turnaround should be within the same day, defined as 8 am to 4:30 p.m.

Force Majeure events/circumstances excluded, vendors failing to abide by the STANDARD DELIVERY TIMES on the preceding chart and will be subject to the following penalties:

Delivery one (1) day late = 5% off total net charge of the purchase order
Delivery two (2) days late = 8% off total net charge of the purchase order
Delivery three (3) days late = 11% off total net charge of the purchase order
Delivery four (4) days late = 14% off total net charge of the purchase order
Delivery five (5) or more days late = 17% off total net charge of the purchase order

Company Name	Witness
Authorized Personnel	Date
Title	-

Printed Calendars Bid B25-5000A

NON-BIDDER'S RESPONSE FORM

For the purpose of facilitating your firm's response to our invitation to bid, the Center for Instruction, Technology & Innovation (CiTi) is interested in ascertaining reasons for prospective bidder's failure to respond to bidding opportunities. If your firm is **not** responding to this bid, please indicate the reason(s) by checking any appropriate item(s) below and email the form to: CooperativeBids@CiTiboces.org.

We are <i>not</i> 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	
Items or materials requested not manufactured by us or not available to our company.	
The products and/or services we provide do not meet the specifications provided.	
Specifications not clearly understood or applicable (too vague, too rigid, etc.).	
Bid quantities 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:	
Business Name:	
Contact Person:	
Email Address:	
Dhana	

CENTER FOR INSTRUCTION, TECHNOLOGY & INNOVATION (CiTi) BOARD OF COOPERATIVE EDUCATIONAL SERVICES SOLE SUPERVISORY DISTRICT OSWEGO COUNTY NOTICE TO BIDDERS

The Board of Cooperative Educational Services of Oswego County, under the name Center for Instruction, Technology & Innovation, in accordance with Section 103 of Article 5-A of the General Municipal Law is seeking bids on behalf of:

The CiTi and the component school districts.

For Printed Calendars: Bid Number B25-5000A

Specifications, general information and bid forms may be obtained by contacting the CiTi Cooperative Purchasing Department, via e-mail at Cooperativebids@CiTiboces.org or directly from the website: www.CiTiboces.org/cooperativepurchasing

Bids must be submitted on the bid forms provided by the CiTi in strict adherence to the bid specifications and conditions. Sealed bid submissions and electronic bid submissions via BidNet Direct will be accepted. For sealed bid submissions, the bid number and the bidders name and address should be indicated on the front of the envelope.

Sealed bids will be received at the CiTi Business Office, 179 County Route 64, Mexico, NY 13114 until, but not later than 3:00 p.m. April 22, 2025. Electronic bid submissions will be accepted via BidNet Direct up to, but no later than 3:00 p.m. April 22, 2025. Immediately thereafter a virtual bid opening will be conducted to open and publicly read all bid responses.

The Board reserves the right to reject any or all bids. The bid award shall be binding for the period of July 1, 2025 – December 31, 2025.

Melissa Allard
Clerk of the Board

March 18, 2025 Date