

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: _____	Ordering Contact: _____
Bid Contact: _____	Ordering Address: _____
Address: _____	_____
_____	Ordering Phone #: _____
Phone #: _____	Ordering Fax #: _____
Fax #: _____	Ordering E-Mail: _____
E-Mail: _____	Web-Site: _____
Tax ID #: _____	_____

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

Welding Materials Only

Bid Number: **B25-6002A**

Bid Contract Dates:
November 1, 2025 to January 31, 2026

Date of Bid Opening:
September 25, 2025 @1:00 p.m.

To be purchased by:
CiTi (Center for Instruction, Technology & Innovation)
APW Central School District
Central Square Central School District
Mexico Academy & Central School District
Phoenix Central School District

Cooperative CiTi Bid

Do not separate these sheets

Please submit all questions on the Question Form found in the bid packet and fax to the attention of:

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: 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.

This is a Cooperative Bid involving CiTi and the following school districts: Altmar-Parish-Williamstown, Central Square, Mexico, and Phoenix.

This bid for Welding Materials serves to furnish participating School Districts with welding materials.

Bidding Instructions and Special Conditions for the Submission of Vendor Responses

1. Sealed bids for furnishing and delivery of items as required 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 Holly Cheeley, Bid Specialist at the Business Office of the CiTi, 179 County Route 64, Mexico, New York 13114, by calling (315) 963-4414 or emailing Cooperativebids@CiTiboces.org. Bid opportunities and current bids are available electronically at www.CiTiboces.org/cooperativepurchasing. Bid specifications can also be found online at BidNet Direct:



3. 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
5. No questions will be entertained by any other means. All questions must be submitted at least 5 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 **1:00 p.m. September 25, 2025**. Sealed bid envelopes can also be hand-delivered to CiTi's Receiving Department (Green Steel Building across the road from main CiTi campus in Mexico). CiTi's Receiving Department is open Monday – Friday 7:00 a.m. to 3:00 p.m.
7. **ELECTRONIC BIDS** must be submitted via BidNet Direct no later than **1:00 p.m. September 25, 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 when CiTi is open for business. The time of day will remain 1:00 p.m.
10. **A public bid opening will take place on September 25, 2025, at 1:00 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.* **Please refer to the "Instructions for the Submission of the Vendor Response Sheet" for information on how to properly fill out the forms.**
13. 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.
14. **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. **Please refer to the "Instructions for the Submission of the Vendor Response Sheet" for information on how to properly fill out the forms.**
15. The proposal as presented shall remain valid for a minimum period of sixty days (60) from the date of bid opening.
16. 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.
17. In order to ascertain that bid items conform to the specifications, vendors should provide the CiTi with stock numbers for reference during the analysis process. If the CiTi is unable to verify that the item bid conforms to the specifications through a catalog, website or cut sheets, the CiTi reserves the right to reject that item bid.
18. **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. The CiTi reserves the right to request samples of items where an equivalent is bid. **It is the responsibility of the bidder to notify the CiTi when such substitutions are incorporated. Please note any substitutions on the bid form.** Please indicate your Catalog/Vendor Item Number in the space provided on the electronic bid form.

19. If the vendor is offering a product in which the manufacturer's packaging is not the same as the packaging requested in the bid specifications, the bidder is required to adjust the number of packages needed of their product to equal the actual total individual units requested in the specifications.
20. It is the intent of the participating School Districts to purchase quality supplies and equipment. Where a specified brand has been indicated for any item, it is to mean "or equal to." Where substitutes for specific items are offered, which are claimed to be equivalent, the bidder must furnish samples and information as to manufacturer, brand, and catalog number. Failure to provide such information will indicate to the School Districts that the EXACT specified item is being bid. Proposals to furnish an item of manufacture other than that specified must be accompanied by the name of the manufacturer, brand name, samples, catalog number, cuts, prints, illustrations, and/or photographs showing full details, supplemented with complete information as to how the items differ from that specified. Items of similar performance which may not meet each of the specifications stated herein may be considered for the award.
21. If the vendor is offering a substitute item with the same packaging as the items specified, the vendor shall provide the substitute information as well as the packaging information. **The bid software will not recognize the vendor's substitute offer if the packaging information is not provided and will not evaluate the bidders pricing for that item. Failure to provide packaging information with a substituted item will result in the rejection of the bid item.**
22. 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 prevent the CD or travel drive from being read by the bid evaluation software and therefore will result in the rejection of the bidders' submittal.
23. 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.
24. The bidder shall state the discount that will be allowed in the School Districts for prompt payment. In the absence of such a discount, payment will be made approximately thirty days (30) after receipt of materials and invoice.
25. All bids are to be on the basis of delivery prepaid to destination.
26. The CiTi reserves the right to waive any informality on bids received.
27. The CiTi reserves the right to reject any or all bids and to re-advertise.

Orders and Delivery

28. Each participating School District will prepare its own individual Purchase Order for its respective share of the bid. Quantities listed on the bid are from the school districts listed as active participants.
29. Products and quantities listed on the bid are from the school districts listed as active participants and for the listed bid period. If CiTi or the participating school districts' instructional plans change due to COVID-19 and/or a force majeure event, the actual quantities purchased might also change.
30. Pick-up and delivery is required weekly to CiTi (locations TBD on Purchase Order).
31. During the time of construction, delivery location will be coordinated with requester. Vendors must obey all site delivery instructions. If the vendor is uncertain of delivery location, path of travel or has safety concerns, vendor must stop and ask for assistance and clarification.
32. Invoices shall be presented to each School District for the quantities ordered as per the Purchase Order.
33. Any applicable costs associated with orders, for example but not limited to special handling fees or hazardous material charges, must be indicated in bid submissions. Details as to the type of charge, frequency of charge, and fixed rate of charge must be provided. If rate is variable, detail must be given on what variable rate is based on. Any fees or charges are considered in the analysis of the total cost of the items bid.
34. Purchases made by the School Districts, because they are governmental agencies, are not subject to any sales tax.
35. Delivery is to be made within 30 days ARO. **Partial shipments will be expected if the full shipment cannot be made within 30 days of a purchase order being received.** Payment for a partial shipment will be made upon receipt of the invoice for the items delivered.
36. A MATERIAL SAFETY DATA SHEET must accompany each bid item delivered containing a Chemical Substance. Failure to include these requisite data sheets will prohibit the processing of payment.
37. After receipt of an order, the vendor agrees to call the district within three working days, concerning any out of stock items, or defect in the purchase order. If a district is forced to purchase out of stock items or items not meeting specifications from another vendor, the difference must be paid by the original vendor.
38. 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.

39. Pertinent information:
Damaged goods not removed by the vendor, as stated, will be regarded as abandoned and the district 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
 - Products that do not meet specifications
 - Storage of such items
 - Ownership of such items
40. 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, the district 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.

Force Majeure

41. 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.
42. Products and quantities listed on the bid are CiTi's best estimate based on the projected instructional plan for CiTi and participating school districts. If CiTi or the participating school districts' instructional plans change due to unforeseen and/or a force majeure event, the actual quantities purchased might also change.

Award

43. Notice of Award shall be made to the successful bidder within sixty days (60) from the date of bid opening. The award for this bid will take place at the **October 15, 2025**, CiTi Board Meeting.
44. The bid will be awarded in an aggregate manner to one vendor. Bidder must bid at least 90% of the items to be considered for the award.
45. The CiTi/School District and the vendor will submit all complaints in writing to the appropriate party(s) within four (4) days of occurrence of any incident. The CiTi Cooperative Bidding Office will maintain a file of all complaints that are submitted from both the CiTi/School District and the vendor.
46. This will be a three-month bid term. The bid period will be from **11-1-2025 to 01-31-2026**.
47. **Failure to adhere to these instructions will constitute grounds for rejection of the bid.**

**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 **five days (5) 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 has 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 being 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 they 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:

- 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

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:

- a. 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.
- c. 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.
- e. 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 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 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

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 of 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/combating-sexual-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.



Oswego County Board of Cooperative Educational Services

Instructions for the Submission of the Vendor Response Sheet For sealed bid submissions AND electronic bid submissions via BidNet Direct

The Center for Instruction, Technology & Innovation (CiTi) uses electronic bid sheets as part of the Cooperative Bid process. These bid forms with the corresponding bid packets are available on the website at: www.CiTiboces.org/cooperativepurchasing

Copies of the specifications may be also obtained by contacting Holly Cheeley, Bid Specialist at the Business Office of the CiTi, 179 County Route 64, Mexico, New York 13114, by calling (315) 963-4414 or emailing Cooperativebids@CiTiboces.org.

The vendor response sheet is an excel document that shall be filled out electronically (in Excel) and submitted on a CD or travel drive (for sealed bid submissions) or uploaded to BidNet Direct (for electronic bid submissions). In addition to the vendor response sheet, each bid submission should include signed hard copies of all the required bid documents and forms. For sealed bid submissions, please include a printed version of the vendor response sheet in a sealed envelope marked with the name of the bidder and the bid number on the front of the envelope. Bid packets and forms must be submitted or uploaded by the date and time specified. Emailed or faxed responses are not acceptable.

NOTE: For sealed bid submission, the CD or Travel Drive must be clearly labeled with the name of the bid, the bid number, and the bidder's name. CDs or Travel Drives not clearly labeled may be rejected.

Completing the Vendor Response Sheet

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 example Vendor Response Sheet is on the next page. Please refer to this sample sheet when filling out the form. Please do not use the Alternate or Notes area of the bid form to submit bid information. These areas are for BOCES use only.

Bidding an Item as Specified

Unit Cost	Vendor Catalog Number
N12.4	C35

If the bidder is bidding as specified (including manufacturer, color and package size) the bidder should fill in only the Unit Cost and the Vendor Catalog Number fields.

Bidding an Item Other than as Specified

Vendor Catalog Number	Substitute Desc	Subs UM	Subs Unit Cost	Subs Qty
C35	M	C4	N12.4	N11.2

If the vendor is offering a product in which the manufacturer's packaging size is not the same as the packaging requested in the bid specifications, the bidder is required to fill in all substitute fields (subs). The bidder must also adjust the number of packages needed of their product to equal the actual total individual units requested in the specifications. Failure to provide substitute packaging will result in the rejection of the bid item.

Vendor Catalog Number	Substitute Desc	Subs UM	Subs Unit Cost	Subs Qty
C35	M	C4	N12.4	N11.2

If the vendor is offering a substitute item with the same packaging as the items specified, the bidder is required to fill in all substitute fields. The bid software will not recognize the vendor's substitute offer if the packaging information is not provided and will not evaluate the bidders pricing for that item. Failure to provide packaging information with a substituted item will result in the rejection of the bid item.

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 prevent the CD or travel drive from being read by the bid evaluation software and therefore will result in the rejection of the bidders' submittal.

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

Sample Vendor Response Sheet

1. In the below example, the bidder is bidding the **same product** specified in the **same size** specified. The bidder will only fill in the **Unit Cost** and the **Vendor Catalog Number**.

Bid ID	Item ID	Subcategory	Item Description	Unit Measure	Quantity	Unit Cost	Vendor Catalog Number	Substitute Desc	Subs UM	Subs Unit Cost	Subs Qty	Alternate Desc	Alt Unit	Alt Qty	Notes
C20	C11	C8	M	C4	N11.2	N12.4	C35	M	C4	N12.4	N11.2	M	C	11.2	M
Paper/Plastic	10-20-040	CLEA	LAUNDRY DETERGENT - ARM & HAMMER, 25# BOX	BX	4.00	10.2500	147880								

Do not use these areas

2. In this example, the bidder is bidding a **substitute product** specified in the **same size** specified. The bidder must fill in **all five** highlighted columns for the bid to be properly read by the bid software.

Bid ID	Item ID	Subcategory	Item Description	Unit Measure	Quantity	Unit Cost	Vendor Catalog Number	Substitute Desc	Subs UM	Subs Unit Cost	Subs Qty	Alternate Desc	Alt Unit	Alt Qty	Notes
C20	C11	C8	M	C4	N11.2	N12.4	C35	M	C4	N12.4	N11.2	M	C	11.2	M
Paper/Plastic	10-35-035	CUPS	HOT FOAM CUPS, 8 OZ., MOHAWK/ EQUAL, 1M/CS	CS	16.00		SOLO436	HOT FOAM CUPS, 8 OZ., SOLO 436 , 1M/CS	CS	14.9600	16.00				

Do not use these areas

3. In this example, the bidder is bidding the **same product** specified in a **different size** than specified. The bidder must fill in **all five** highlighted columns for the bid to be properly read by the bid software.

Bid ID	Item ID	Subcategory	Item Description	Unit Measure	Quantity	Unit Cost	Vendor Catalog Number	Substitute Desc	Subs UM	Subs Unit Cost	Subs Qty	Alternate Desc	Alt Unit	Alt Qty	Notes
C20	C11	C8	M	C4	N11.2	N12.4	C35	M	C4	N12.4	N11.2	M	C	11.2	M
Paper/Plastic	10-70-035	PLAT	CHINET 10-1/2" PLATE, #22605/EQ.,500/CS	CS	10.00		22605	CHINET 10-1/2" PLATE, #22605/EQ., 250 /CS	CS	5.3500	20.00				

Do not use these areas

**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 **five days (5) 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 has 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 being 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 they 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:

- 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

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:

- a. 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.
- c. 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.
- e. 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 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 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

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 of 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.

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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.

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- 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/combating-sexual-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.

Center for Instruction, Technology & Innovation (CiTi)
Cooperative Purchasing Bid:

Welding Materials Bid# B25-6002A

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 it to Cooperativebids@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
- ☐ 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: _____

Vendor Name: _____

Vendor Email Address: _____

BOARD OF COOPERATIVE EDUCATIONAL SERVICES
SOLE SUPERVISORY DISTRICT
OSWEGO COUNTY
NOTICE TO BIDDERS

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:

The School Districts of: CiTi, Altmar-Parish-Williamstown, Central Square, Mexico, and Phoenix.

For: **Welding Materials, Bid Number B25-6002A**

Specifications, general information and bid forms may be obtained at the Center for Instruction, Technology & Innovations (CiTi) Cooperative Bids 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 315-963-4414, by emailing Cooperativebids@CiTiboces.org or at 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 bidder's 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 **1:00 p.m. September 25, 2025. Electronic bid submissions will be accepted via BidNet Direct up to, but no later than 1:00 p.m. September 25, 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 November 1, 2025, to January 31, 2026.

Melissa Allard
Clerk of the Board

September 11, 2025
Date