Center for Instruction, Technology & Innovation
Oswego County Board of Cooperative Educational Services
179 County Route 64, Mexico, NY 13114
(315) 963-4253 phone
www.CiTiboces.org
www.CiTiboces.org/cooperativepurchasing

Specifications and instructions for the supply of

**Boom Lift**

Bid Number: **B22-0008**
Bid Contract Dates: **February 1, 2022 to June 30, 2022**
Date of Bid Opening: **Tuesday, December 28, 2021 at 2:00 p.m.**

To be purchased by:

Center for Instruction, Technology & Innovation

Do not separate these sheets

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

**Amy Rhinehart, School Purchasing Officer**

arhinehart@CiTiboces.org
179 County Route 64
Mexico, NY 13114
(315) 963-4253 phone
(315) 963-4447 fax

*Executive Order 202.11, signed by former Governor Cuomo, modifies requirements regarding public opening of bids. From the executive order: Section 103(2) of the General Municipal Law, Section 144(1) of the State Finance Law, Section 376(8)(a) of the Education Law, and Section 359(1) of the Public Authorities Law to the extent necessary to allow the non-public opening of bids; provided, however, that, where practical, public entities shall record or live stream bid openings so that the public has the opportunity to view such bid openings. CiTi will host a bid opening via Zoom. Bidders and members of the public can join the bid opening by sending a request to: purchasing@citiboces.org.*
Boon Lift
BID NUMBER B22-0008

1) This is a one-time bid involving the Center for Instruction, Technology & Innovation (CiTi) for the purchase of a Boom Lift – SEE VENDOR RESPONSE SHEET FOR SPECIFICATIONS. The bid is requesting pricing to include the cost of the lift and delivery.

Instructions for the Submission of Vendor Responses

2) 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.

3) Copies of the specifications may be obtained by contacting Amy Rhinehart, School Purchasing Officer at the Business Office of the CiTi, 179 County Route 64, Mexico, New York 13114, by calling (315) 963-4253 or emailing purchasing@citiboces.org Bid opportunities and current bid awards are available electronically at: www.CiTiboces.org/cooperativepurchasing

4) Sealed bids OR electronic bid submissions will be accepted.

SEALED BIDS must be received via mail, postal or shipping carrier at: CiTi, 179 County Route 64, Mexico, NY 13114 until, but not later than 2:00 p.m. December 28, 2021. Sealed bid envelopes can also be hand-delivered to CiTi’s Receiving Department (Green Steel Building at the end of the CiTi Campus Driveway in Mexico). CiTi’s Receiving Department is open Monday – Friday 8:00 a.m. to 3:00 p.m.

5) 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 the CiTi is open for business. The time of day will remain 2:00 p.m.

6) A public bid opening will take place virtually (via Zoom) on December 28, 2021 at 2:00 p.m. Bidders and members of the public can join the bid opening by sending a request to purchasing@citiboces.org

7) For Sealed Bid Submissions: Bidders must supply signed hard copies of their completed bid forms and a completed vendor response sheet in a sealed envelope marked with the name of the bidder and the bid number on the front of the envelope to the address listed.

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.

8) For Electronic Bid Submissions: Bidders must supply a signed photocopy of the bid forms and a completed vendor response sheet via BidNet Direct.

9) ALL questions with regard to this bid MUST be submitted in writing and will be answered in the form of a bid addendum. Please fax the bid questionaire form that is attached as part of this bid proposal to the attention of School Purchasing Officer at (315) 963-4447 or email: purchasing@CIboces.org

No questions will be entertained by any other means. All questions must be submitted at least three (3) business days prior to the official bid opening. Questions received after this time may not be addressed.

10) Bidders must provide the bid pricing on the forms provided along with signed hard copies of all the required documents. (see #18 for required documents)

11) 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.

12) The proposal as presented shall remain valid for a minimum period of forty-five (45) days from the date of bid opening.

13) 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.

14) The attached bid specification sheet identifies the equipment that CiTi wishes to purchase. Where a manufacturers’ name and model is listed, it is done as a quality standard. A product offered by the bidder should be equal to or better than the specified. If an alternate is offered, the bidder must so specify and provide with the sealed bid any and all technical data regarding the alternates’ quality and specifications. Alternates offered will be determined of equal value by a bid committee. The bid committee reserves the right to determine quality and compatibility with the CiTi’s requirements.

15) Bids on equipment must be on standard new equipment, of latest model, and in current production, unless otherwise specified.

16) The bidder is required to identify if the products or equipment bid come with a warranty and also include details of the coverage and term.
17) 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.

18) The following forms are attached as part of this bid proposal:

- Bid Proposal Certification (General Bid, Non-Collusive Bidding Certificate as required by General Municipal Law, Section 103-d, and Conflict of Interest)
- Exceptions or Limitations and Bidders Acknowledgement of Terms and Conditions
- Certificate of Compliance with the Iran Divestment Act

Failure to sign these statements will constitute grounds for rejection of bid.

19) The CiTi reserves the right to:
   a) waive any informality on bids received.
   b) reject any or all bids and to re-advertise.

Orders and Delivery

20) Purchase Order(s) will be prepared for the order(s) and shall designate the place of delivery.

21) The invoice will be presented to the purchaser as per the Purchase Order.

22) Because CiTi is a governmental agencies and purchases made by said agencies are not subject to any state, municipal sales or excise taxes.

Term of Contract

25) Notice of Award shall be made to the successful bidder(s) within forty-five (45) days from the date of bid opening. All awards are subject to approval by the CiTi Board of Education. The formal award of the bid will take place at the January 19, 2022 CiTi Board of Education Meeting.

Purchase orders will be generated by CiTi once the formal award has been recorded.

26) This is a one-time bid. The bid period will be from 2/1/2022 – 6/30/2022.

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

Award

23) Based on the final comparison of all bids, an award will be made in an aggregate manner to the lowest responsive responsible bidder.

24) The CiTi Board of Education reserves the right to reject any and all bids in whole or in part. The CiTi Board of Education reserves the right to compare bid prices with the New York State Contract price, and to reject all bids and purchase off the New York State Contract, if it is in the best interest of the CiTi.
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.

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

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

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

“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, or equipment satisfactorily in complete compliance with the specifications.

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

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

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

BIDS

1. The date, time, and place of bid opening will be given in the Notice to Bidders.
2. All bids must be submitted on bid forms, if provided, and in accordance with instructions provided.
3. All bids received after the time stated in the Notice to Bidders may not be considered and will be returned unopened to the bidder. The bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of the CiTi. Whether submitted via BidNet Direct, 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. 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 for the bid opening will remain the same.
5. 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.
6. The Non-Collusive Bidding Certification must be included with each bid as required by General Municipal Law, Section 103-d.
7. 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.
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 CiTi are not affected by any fair trade agreements. (General Business Law, Sec. 369-a, Sub. 3)
10. No charge will be allowed for Federal, State or municipal sales and excise taxes since CiTi is exempt from such taxes. The price bid shall be net and shall not include the amount of any such tax.
11. In all specifications, the words “or equal” are understood after each article giving manufacturer’s name or catalog reference, or on any patented article. The decision of 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 bids 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. Bids will also be accepted via BidNet Direct. Telephoned, faxed or emailed quotations or amendments will not be accepted at any time.
14. No interpretation of the meaning of the specifications or other contract documents will be made to any bidder orally. Every request for such interpretation should be in writing, addressed to the 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 the CiTi in the form of addenda so issued shall become a part of the contract documents.
15. The proposal as presented shall remain valid for a period of forty-five days (45) from the date of bid opening.
16. 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.

17. The 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 CiTi 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.

18. The CiTi reserves the right to make awards within forty-five (45) 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.

19. 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**

20. 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.

21. The placing in the mail or email 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.

22. If the successful bidder fails to deliver as ordered, or within the time specified, or within reasonable time as interpreted by the CiTi, or fails to make replacement of rejected articles, when so requested immediately or as directed by the CiTi, CiTi may purchase from other sources to take the place of the item rejected or not delivered. CiTi reserves the right to authorize immediate purchase from other sources against rejections on any contract when necessary. On all such purchases, the successful bidder agrees to reimburse the CiTi promptly for excess costs occasioned by such purchases. Should the cost be less, the successful bidder shall have no claim to the difference. Such purchases will be deducted from contract quantity.

23. A contract may be canceled at the successful bidder’s expense upon nonperformance of contract.

24. 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.

25. Damaged Products – During the scheduled delivery times, the vendor agrees to remove all damaged items that are visible and all items 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.

26. No items are to be shipped or delivered until receipt of an official purchase order from CiTi. Each delivery must show a purchase order number on the outside of the package, unless otherwise directed by the Purchasing Agent.

27. 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.

28. 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 shall be under no obligation to purchase items until such time that a properly executed Purchase Order has been issued.

29. 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.

**GUARANTEES BY THE SUCCESSFUL BIDDER**

30. 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. Carry adequate insurance to protect the school district from loss in case of accident, fire, theft, etc.

c. 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 the 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.
31. 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.

32. CiTi will not accept any deliveries on Saturdays, Sundays or legal holidays, except commodities required for daily consumption or where the delivery is for an emergency.

33. 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.

34. The successful bidder shall be responsible for delivery of items in good condition at point of destination. Successful bidder 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.

35. 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.

36. 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. 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.

37. The successful bidder shall supply all guarantees, service warranties, and manuals where applicable.

38. Payment for the used portion of an inferior delivery will be made by the CiTi or school district on an adjusted price basis.

39. Payment will be made only after correct presentation of claim forms or invoices as may be required.

40. Payments of any claim shall not preclude the CiTi from making claim for adjustment on any item found not to have been in accordance with the contract specifications.

41. 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.

42. CiTi shall have the right to terminate or reduce individual orders without further obligation as of the end of the then current fiscal year in the event that CiTi is on a contingent budget, fails to get a budgetary appropriation, fails to receive anticipated grant funds, or experiences approval of funding at a reduced amount for the continuation of individual orders for any subsequent fiscal year. CiTi shall give bidder written notice of termination or the reduction of orders within thirty days (30) of the failure to appropriate the necessary funding. This contract shall be deemed executory only to the extent of the monies appropriated and available for the purpose of the contract, and no liability on account thereof shall be incurred by the purchaser beyond the amount of such monies. It is understood that neither this contract nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available monies for the purpose of the contract.

43. 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/combatting-sexual-harassment-workplace
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 statute, 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 the 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 ____________________________________________

Title __________________________________________________________

Please sign here
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 (below) and indicate the limitation on this page.

B. If no exceptions or limitations are part of your bid, you must check box 2 (below).

☐ 1. The following limitations or qualifications are included in this bid:
   
   a. Delivery:
   
   b. Freight or Delivery Charges:
   
   c. Pricing:
   
   d. Other (please specify):

☐ 2. No Limitations or Exceptions Apply

Authorized Signature ____________________________________________________________

Title ____________________________________________________________

Please sign here

BIDDERS ACKNOWLEDGEMENT OF TERMS AND CONDITIONS

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

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

Authorized Signature ____________________________________________________________

Title ____________________________________________________________

Please sign here
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 the CiTi or a Component District receive information that Bidder/Contractor (as defined in the CiTi’s General Conditions) is in violation of the above-referenced certifications, the 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 the 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. The 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

Print Name and Company Position

Company Name

Date

Please sign here
QUESTIONS

ALL questions with regard to this bid MUST be submitted in writing. Questions can be faxed to the attention of Cooperative Purchasing on this form at (315) 963-4447 OR emailed to purchasing@CiTiboces.org

No questions will be entertained by any other means. All questions must be submitted at least 3 business days prior to the official bid opening. Questions received after this time may not be addressed. Answers will be issued in the form of an addenda.

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

Vendor Name ___________________________________ Date ____________________________

Telephone number __________________ Facsimile number ____________________________
Center for Instruction, Technology & Innovation (CiTi)

Boom Lift, B22-0008
NON-BIDDER’S RESPONSE FORM

For the purpose of facilitating your firm’s response to our invitation to bid, the 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 fax the form to (315) 963-4447 or emailing it to purchasing@CiTiboces.org.

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

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

_____ 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: __________________________________________________________

________________________________________________________________________

________________________________________________________________________
The Board of Cooperative Educational Services of Oswego County, known as the Center for Instruction, Technology & Innovation (CiTi), in accordance with Section 103 of Article 5-A of the General Municipal Law is seeking bids on behalf of itself for a Boom Lift, Bid Number B22-0008.

Specifications, general information and bid forms may be obtained at the CiTi Purchasing Department, 179 County Route 64, Mexico, NY 13114 between the hours of 9:00 a.m. and 4:00 p.m. daily, except Saturdays, Sundays or Holidays, by calling 315-963-4253, by e-mailing purchasing@citiboces.org or at the website: www.CiTiboces.org/cooperativepurchasing. Bid specifications are also available via BidNet Direct.

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 bid submissions will be received at the CiTi Business Office, 179 County Route 64, Mexico, NY 13114 until, but not later than 2:00 p.m. on Tuesday, December 28, 2021. Electronic bid submissions will be accepted via BidNet Direct up to, but no later than 2:00 p.m. on Tuesday, December 28, 2021. 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 February 1, 2022 to June 30, 2022.

Melissa Allard
Clerk of the Board
November 23, 2021
Date
The Center for Instruction, Technology & Innovation (CiTi)
A Board of Cooperative Educational Services

VENDOR RESPONSE SHEET:

Boom Lift, Bid Number B22-0008

This is a one-time bid for the Center for instruction, Technology & Innovation (CiTi). The bid is soliciting for the purchase of a boom lift. Where a manufacturers’ name and model is listed, it is done as a quality standard. A product offered by the bidder should be equal to or better than the specified. If an alternate is offered, the bidder must so specify and provide with the sealed bid any and all technical data regarding the alternates’ quality and specifications. Alternates offered will be determined of equal value by a bid committee. The bid committee reserves the right to determine quality and compatibility with the CiTi’s requirements.

Bid Response Documents (Required Documents):

- Vendor Response Sheet (This Page)
- Specification Sheet (Next Page)
- Equipment Information (any additonal information about the lift bid)
- Warranty Information (any details about the warranty for the lift bid)
- Bid Proposal Certifications Form
- Exceptions/Limitations Form
- Iran Divestment Act Compliance Form

Authorized Bidder

Vendor Name

Address

City, State, Zip Code

Phone Number

Fax Number

E-Mail Address

Website
Specification Sheet: Boom Lift, Bid B22-0008

Below are the specifications of the boom lift that CiTi wishes to purchase. These specifications are listed as a quality standard. Bids should be offered of equivalent standard. Bids should be for NEW equipment. Bids will not be accepted for any used equipment.

JLG 340AJ Articulating Boom Lift
Kubota D1105 18.5 kW 24.8 HP (diesel);
12 Volts DC;
Platform Height: 33 ft 10 in.;
Platform Capacity - Unrestricted: 500 lb;
Horizontal Outreach: 19 ft 11 in.;
355 Degree Swing

<table>
<thead>
<tr>
<th>PRODUCT BID (Brand, Make and Model)</th>
<th>SPECIFICATIONS</th>
<th>BID PRICE</th>
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<tbody>
<tr>
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<td>*If lift is the same make/model as bid, please enter: AS SPECIFIED</td>
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<td>*If bidding alternate, please enter specifications of lift bid</td>
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Delivery Charge, If Applicable
NOTE: CiTi does NOT have an elevated loading dock

TOTAL BID PRICE

DELIVERY ADDRESS: Center for Instruction, Technology & Innovation (CiTi) - Mexico, NY 13114

DELIVERY TIMEFRAME:
After receipt of the purchase order, about how long would it take for CiTi to receive the lift?

WARRANTY: Does the lift come with a warranty? □ YES □ NO

If yes, please submit with bid response the details of the warranty