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

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

Center for Instruction, Technology & Innovation (CiTi) Oswego County Board of Cooperative Educational Services

179 County Route 64 Mexico, NY 13114 (315) 963-4253 phone

www.CiTiboces.org

	Lumber and Building Materials
	Bid Number: B26-4001A
Bid Con	tract Dates: August 25, 2025 to February 28, 2026
Dat	te of Bid Opening: July 29, 2025 @ 1:00 p.m.
	To be purchased by:
Cente	r for Instruction, Technology & Innovation (CiTi)
Altn	nar-Parish-Williamstown Central School District
	Central Square Central School District
	Fulton City School District
	Hannibal Central School District
	Mexico Academy & Central School District
	Oswego City School District,
	Phoenix Central School District
	Pulaski Academy & Central School District
	Sandy Creek Central School District

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

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

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



This is a cooperative bid involving the Center for Instruction, Technology & Innovation (CiTi) and the following school districts: Altmar-Parish-Williamstown CSD, Central Square CSD, Fulton City SD, Hannibal CSD, Mexico Academy & CSD, Oswego City SD, Phoenix CSD, Pulaski Academy & CSD and Sandy Creek CSD.

This bid is soliciting for lumber, building materials and miscellaneous building-related supplies.

Technology & Innovation

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 CiTi are sought at this time.
- Copies of the specifications may be obtained by contacting Holly Cheeley, Bid Specialist at the Business Office of CiTi, 179 County Route 64, Mexico, New York 13114, by calling (315) 963-4414 or emailing <u>CooperativeBids@CiTiboces.org</u> Bid opportunities are available electronically at <u>www.CiTiboces.org/cooperativepurchasing</u>
- 3. ALL questions with regard to this bid MUST be submitted in writing. Please email the bid questionnaire form that is attached as part of this bid proposal to the attention of Cooperative Purchasing Officer at: <u>CooperativeBids@CiTiboces.org</u>
- 4. No questions will be entertained by any other means. All questions must be submitted at least seven (7) business days prior to the official bid opening. Questions received after this time may not be addressed.
- 5. <u>SEALED BIDS</u> must be received via mail, postal or shipping carrier at: CiTi, 179 County Route 64, Mexico, NY 13114 until, but not later than <u>1:00 p.m. July 29, 2025</u>. Sealed bid envelopes can also be hand-delivered to CiTi's Receiving Department (Green Steel Building across the road from CiTi Campus in Mexico). CiTi's Receiving Department is open Monday Friday 8:00 a.m. to 2:00 p.m.
- 6. Emailed or faxed bid responses are not acceptable.
- 7. In the event that 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.

A public bid opening will take place on July 29, 2025, at 1:00 p.m.

9. All public bid openings hosted by CiTi are made available virtually via the Zoom platform. Bidders and members of the public can join the live bid opening virtually by sending an email request in advance of the opening date and time to: <u>CooperativeBids@citiboces.org</u>. 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.

B26-4001A Lumber and Building Materials

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

- 10. 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.
- 11. All express envelopes must be clearly marked with the words "Sealed Bid Enclosed" on the front of the outside envelope. This is important in assuring that the bid is delivered properly. The sealed bid envelope must be included in the express envelope.
- 12. The proposal as presented shall remain valid for a minimum period of sixty (60) days from the date of bid opening.
- Bidder must insert the price per unit as specified on the vendor response sheet. Prices shall be extended in decimals, not fractions.
- 14. PLEASE write neatly or type in vendor response sheet. Illegible bids will not be accepted.
- 15. The bidder shall not change or provide the bid sheets in a different format than the one provided.
- 16. The following three (3) forms are included herein and form a part of this bid proposal:
 - a. Bid Proposal Certifications (Non-Collusion Bidding Certification and Conflict of Interest Certification).
 - b. Exceptions or Limitations/Acknowledgement of Terms and Conditions.

c. Iran Divestment Act Certificate of Compliance. Failure to fully execute these three (3) statements will constitute grounds for rejection of a bid submission.

- 17. The bidder shall state the discount that will be allowed in the School Districts for prompt payment. In the absence of such a stated discount payment will be made approximately thirty (30) days after receipt of materials and invoice.
- 18. CiTi reserves the right to waive any informality on bids received.
- 19. CiTi reserves the right to reject any or all bids and to readvertise.

Orders and Delivery

- 20. CiTi and each participating School District will prepare its own individual Purchase Order for its respective share of the bid.
- 21. Delivery is to be made to multiple locations in each School District. The Purchase Order shall designate the place of delivery.
- 22. Invoices shall be presented to CiTi and/or each School District for the quantities ordered as per the Purchase Order.
- 23. CiTi and the School Districts are governmental agencies and are not subject to any sales tax.

B26-4001A Lumber and Building Materials



- 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.
- 25. After receipt of an order, the vendor agrees to call CiTi and/or the school district within three working days, concerning any out-of-stock items, or defect in the purchase order. If CiTi and/or the school 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.
- 26. 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.
- 27. 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:

- 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
- 28. 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

- 29. 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.
- 30. 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

 Notice of Award shall be made to the successful bidder within sixty (60) days from the date of bid opening. The award for this bid will take place on August 20, 2025, at the CiTi Board Meeting. Oswego County Board of Cooperative Educational Services Holly Cheeley, Bid Specialist

- 32. The bid award will be in an aggregate manner, line-by-line manner, or by subcategory method. The awarded vendor(s) will also be the supplier for related building materials such as nails, wood screws, drywall screws and related drywall supplies (compound, corner beads, corner caps, tape).
- 33. Vendors may not be considered for an award if there are not a substantial amount of items or value of items to be awarded to the vendor and/or where an award of these items would result in the ordering members processing purchase orders amounting to \$25.00 or less, or where the minimum ordering amount cannot be met.
- 34. CiTi/School District and the vendor will submit all complaints in writing to the appropriate party(s) within four (4) days of the occurrence of any incident. The Bid Coordinator will maintain a file of all complaints that are submitted from both CiTi/School District and the vendor.
- 35. The bid period will be from **08-25-2025 to 2-28-2026**. *Awarded pricing must be fixed, firm for the duration of the bid period*

NOTE: 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 abovenamed 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

The date, time, and place of bid opening will be given in the Notice to Bidders.

All bids must be submitted on bid forms, if provided, and in accordance with the instructions provided.

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.

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.

The Non-Collusive Bidding Certification must be included with each bid as required by General Municipal Law, Section 103-d.

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.

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.

Prices and information 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.

Sales to school districts are not affected by any fair-trade agreements. (General Business Law, Sec. 369-a, Sub. 3) 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.

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, the bidder must provide in every instance the trade designation of the article, manufacturer's name, and detailed specifications of the item he proposes to furnish. Otherwise, the bid will be construed as submitted on the identical item as specified.

All prices quoted must be "per unit" or "per each" as specified, e.g., do not quote "per case" when "per dozen" is requested; otherwise bid may be rejected.

Prices shall be net, including fees and surcharges.

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. Emailed, faxed or telephoned quotations or amendments will not be accepted at any time.

No interpretation of the meaning of the specifications or other contract documents will be made to any bidder orally. Every request for such an interpretation should be in writing, addressed to CiTi, no later than three (3) business days 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.

The proposal as presented shall remain valid for a period of sixty days (60) from the date of bid opening. 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 about 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 an award has been made, cancel the contract at the expense of the successful bidder.

AWARD

Awards will be made to the lowest responsible bidder, as will best promote 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.

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.

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.

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.

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

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. The 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.

Placing in the mail of a notice of an award or purchase order to a successful bidder, to the address given in his bid, will be considered sufficient notice of acceptance of contract.

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.

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

Cancellation of contract for any reason may result in the removal of the successful bidder's name from the mailing list for future proposals for an indeterminate period.

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

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.

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.

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.

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.

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

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.

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

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 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.

CiTi or 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.

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. The successful bidder shall be responsible for delivery of items in good condition at the point of destination. He shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. The receiving school district will note for the benefit of successful bidder when packages are not received in good condition.

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.

Unloading and placing of the supplies/equipment is the responsibility of the successful bidder, and the school district accepts no responsibility for unloading and placing of supplies/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.

All deliveries shall be accompanied by delivery tickets or packing slips. The 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. Cartons 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.

The title shall not pass until items have been delivered and accepted.

PAYMENTS

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

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

Payments of any claim shall not preclude CiTi or a school district from making claim for adjustment on any item found not to have been in accordance with the contract specifications. 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 a stated discount, payment will be made approximately thirty days (30) after receipt of materials and invoice.

SAVING CLAUSE

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

CiTi and/or 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 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 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.

CiTi shall have the option, in its sole discretion, to terminate an award agreement, at any time during the term hereof, for convenience and without cause. CiTi shall exercise this option by giving Contractor and/or Awarded Vendor written notice of termination. The notice shall specify the date on which termination shall become effective.

NEW YORK STATE SEXUAL HARASSMENT LAWS:

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

NON-DISCRIMINATION REQUIREMENTS

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 <u>CooperativeBids@CiTiboces.org</u>.

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	М	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	М	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 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 exar	nple, the bidde	er is bidding the same p	roduct spe	cified in th	e same siz	e specified	. The bidder will only	fill in t	the Unit C	ost and	the Vendo	r Catalog Nur	nber.
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	Vt Qty Notes
C20	C11	C8	м	C4	N11.2	N12.4	C35	м	C4	N12.4	N11.2	M	C Do not use	11.2 M
Paper/Plastic	10-20-040		LAUNDRY DETERGENT - ARM & HAMMER, 25# BOX	BX	4.00	10.2500	147880					4	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	Vt Qty N	lotes
C20	C11	C8	M	C4	N11.2	N12.4	C35	M	C4	N12.4	N11.2	М	C Do not use	11.2 M	in the second second
Paper/Plastic	10-35-035		HOT FOAM CUPS, 8 OZ., MOHAWK/ EQUAL, 1M/CS	cs	16.00			HOT FOAM CUPS, 8 OZ., SOLO 436 , 1M/CS	CS	14.9600	16.00	1	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.

				Unit			Vendor Catalog		Subs	Subs Unit	Subs	Alternate	Alt Unit		
Bid ID	Item ID	Subcategory	Item Description	Measure	Quantity	Unit Cost	Number	Substitute Desc	UM	Cost	Qty	Desc	A	Vt Qty	Notes
C20	C11	C8	M	C4	N11.2	N12.4	C35	M	C4	N12.4	N11.2	М	C Do not use	11.2	М
Paper/Plastic	10-70-035		CHINET 10-1/2" PLATE ,#22605/EQ.,500/CS	CS	10.00			CHINET 10-1/2" PLATE, #22605/EQ., 250 /CS	CS	5.3500	20.00	1	these areas	5	



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 independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

B. A bid shall not be considered for award nor shall any award be made where (A), (1), (2) and (3) above have not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (A), (1), (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning subparagraph A(1).

C. Any bid hereafter made to any political subdivision of the State or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or good sold or to be sold, where competitive bidding is required by stature, rule, regulation or local law, and where such bid contains the certification referred to in subdivision A of the section, shall be deemed to have been authorized by the Board of Directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

III. Conflict of Interest Certification

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

Authorized Signature:		Please sign here
Print Name:		
Company:		
Title:	Date:	

Lumber and Building Materials Bid B26-4001A - Page 1 of 4



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.

1. The following	g limitations	or qualifications	are included	in this bid:
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- a. Delivery:
- b. Freight or Delivery Charges:
- c. Pricing:
- d. Other (please specify, ex: factory min order quantity or price):

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

 \square

2. No Limitations or Exceptions Apply

Authorized Signature:		
Print Name:		After checking box 1 or 2, please sign here.
Company:		
Title	Date	

BIDDERS ACKNOWLEDGEMENT OF TERMS AND CONDITIONS

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 CiTi.

By signing below and submitting this bid for consideration by CiTi, the bidder acknowledges that he/she has read, understood and agrees to all aspects of the General Conditions, Bidding Instructions and Special Conditions, and all appendices and the Bidder Response Form as presented without reservation or alteration. The Bidder, Bidder affiliates and any other agency that intercedes on the Bidder's behalf also agrees to hold 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:		Please sign here
Print Name:		
Company:		
Title:	Date:	



CERTIFICATION OF COMPLIANCE IRAN DIVESTMENT ACT OF 2012

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

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

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

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



Lumber and Building Materials Bid B26-4001A

QUESTIONS

ALL questions with regard to this Bid MUST be emailed to the attention of Cooperative Purchasing on this form at: <u>CooperativeBids@CiTiboces.org</u>.

No questions will be entertained by any other means. All questions must be submitted at least 7 business days prior to the official bid opening. Questions received after this time may not be addressed.

Vendor Name		_ Date
Telephone number	_ Email Address	

CiTi Bid - Lumber and Building Materials, B25-0003

Delivery Locations:	Can you deliver to the location?	Do you offer FREE delivery?	
Altmar, NY	Yes No	Yes No	If yes, is there a minimum order requirement for FREE delivery?
Brewerton, NY	Yes No	Yes No	If yes, is there a minimum order requirement for FREE delivery?
Central Square, NY	Yes No	Yes No	If yes, is there a minimum order requirement for FREE delivery?
Fulton, NY	Yes No	Yes No	If yes, is there a minimum order requirement for FREE delivery?
Hannibal, NY	Yes No	Yes No	If yes, is there a minimum order requirement for FREE delivery?
Hastings, NY	Yes No	Yes No	If yes, is there a minimum order requirement for FREE delivery?
Mexico, NY	Yes No	Yes No	If yes, is there a minimum order requirement for FREE delivery?
Oswego, NY	Yes No	Yes No	If yes, is there a minimum order requirement for FREE delivery?

CiTi Bid - Lumber and Building Materials, B25-0003

Parish, NY	Yes No	Yes No	If yes, is there a minimum order requirement for FREE delivery?
Phoenix, NY	Yes No	Yes No	If yes, is there a minimum order requirement for FREE delivery?
Pulaski, NY	Yes No	Yes No	If yes, is there a minimum order requirement for FREE delivery?
Sandy Creek, NY	Yes No	Yes No	If yes, is there a minimum order requirement for FREE delivery?

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 itself and the following School Districts: APW, Central Square, Fulton, Hannibal, Mexico, Oswego, Phoenix, Pulaski and Sandy Creek for lumber and building materials.

Specifications, general information and bid forms for **Lumber and Building Materials Bid B26-4001A** may be obtained at the Center for Instruction, Technology & Innovations (CiTi) Purchasing Department, 179 County Route 64, Mexico, NY 13114 between the hours of 9:00 a.m. and 4:00 p.m. daily, except Saturdays, Sundays or Holidays, by calling 315-963-4414, by e-mailing <u>CooperativeBids@CiTiboces.org</u> or at the website: <u>www.CiTiboces.org/cooperativepurchasing</u>.

Bids must be submitted on the bid forms provided by CiTi in strict adherence to the bid specifications and conditions. ONLY sealed bid submissions will be accepted. For sealed bid submissions, the bid number, and 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. July 29, 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 August 25, 2025, to February 28, 2026.

Melissa Allard, Clerk of the Board

July 10, 2025

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

Lumber and Building Materials Bid, B26-4001A

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 company is <u>not</u> responding to this bid, please indicate the reason(s) by checking any appropriate item(s) below and email the form to <u>CooperativeBids@CiTiboces.org</u> or mail to: 179 County Route 64, Mexico, NY 13114.

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 are 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: