



A Board of Cooperative Educational Services

179 County Route 64, Mexico, NY 13114  
Phone: (315) 963-4253 | Fax: (315) 963-4447  
[www.CiTiboces.org](http://www.CiTiboces.org)  
[www.CiTiboces.org/CooperativePurchasing](http://www.CiTiboces.org/CooperativePurchasing)

## **NOTICE TO BIDDERS - REQUEST FOR BIDS:**

### **HIGH BAY SHOP CLEANING**

### **B26-0001**

Sealed proposals will be received by the CiTi Purchasing Department no later than:

**Date:** Tuesday, July 22, 2025 **Time:** 2:00 p.m.

*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 bid opening virtually by sending an email request in advance of the opening date and time to: [purchasing@citiboces.org](mailto: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.*

**Location:** CiTi

Attn: Purchasing Department  
179 County Route 64  
Mexico, NY 13114

The completed bid, including all required documentation, must be submitted in a **sealed envelope** and labeled **"B26-0001 High Bay Shop Cleaning"**. Hard copy, sealed bid proposals must be received by the date and time noted above.

Company Name	
Address	
City/State/Zip	
Tax ID Number	
Contact Person	
Phone	
Email	

## **INTRODUCTION**

**The Center for Instruction, Technology & Innovation (CiTi) is seeking bids to select a contractor to professionally clean the industrial shop areas at CiTi's main campus in Mexico.**

There is no expressed or implied obligation for CiTi to reimburse responding contractors or individuals for any expenses incurred in preparing proposals in response to this bid request.

CiTi will ONLY accept sealed bid submissions. Faxed, emailed and electronic submissions will NOT be accepted.

- The sealed proposals shall be delivered in a sealed envelope, clearly marked with the name of the company and bid number and title on the outside of the envelope and must be received via mail, postal or shipping carrier by CiTi (179 County Route 64, Mexico, NY 13114) by 2:00 p.m. on Tuesday, July 22, 2025.

It is the bidder's responsibility to ensure that their proposal is received by CiTi, at the designated location, before the deadline, whether sent by mail or by means of personal delivery. All proposals received after the stated deadline will not be considered and will be returned unopened to the bidder. All bidders assume the risk of any delay in the mail or in the handling of the mail.

During the evaluation process, CiTi reserves the right, where it may serve in CiTi's best interest, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions.

CiTi reserves the right to retain all bids submitted and to use any ideas in a proposal regardless of whether that bid is selected. Submission of a bid indicates acceptance by the contractor of the conditions contained in this bid request, unless any and all such exceptions are clearly and specifically noted in the bid submitted and confirmed in the contract between CiTi and the selected contractor.

*NOTE: In the event that the CiTi Business Office is closed due to unforeseen circumstances, the response deadline will be extended to the next business day that CiTi is open for business. The time of day for the opening will remain the same.*

## ***SCHEDULE***

The anticipated schedule with respect to this bid is as follows:

**Bid Issued** June 18, 2025

**Walkthrough of Space** Tuesday, July 1, 2025  
9 a.m. to Noon

179 County Route 64  
Mexico, NY 13114

*This is the date and time that the building and shop areas will be open for potential bidders to visit the spaces, if desired. Attendance at this walkthrough is NOT a requirement or a condition for which to submit a response.*

**Questions Due** Tuesday, July 1, 2025 by Noon  
*Questions regarding this bid may be emailed to Amy Rhinehart, School Purchasing Officer, at [purchasing@citiboces.org](mailto:purchasing@citiboces.org)*

**Response to Questions** Wednesday, July 2, 2025 by Noon  
*Responses to questions will be answered in the form of an addendum. The addendum will be shared with all bidders of record and posted on CiTi's public website.*

**Responses Due** Tuesday, July 22, 2025 at 2:00 p.m.

**Bid Opening** Tuesday, July 22, 2025 at 2:01 p.m.

**Anticipated Board of Education Award** Wednesday, August 20, 2025

**Contract Term** 9/1/2025 to 8/31/2026 with two (2) one-year  
renewal options:  
9/1/2026 to 8/31/2027 and  
9/1/2027 to 8/31/2028

## ***SCOPE OF WORK***

CiTi operates at technical school at its main campus in Mexico, NY. Students at the school learn an industrial trade and practice the trade in designated shop areas. The intent of this bid is to select a contractor to professionally clean the following industrial shop areas:

<b>Shop</b>	<b>Square Footage*</b>	<b>Ceiling Height*</b>	<b>Last Known Cleaning</b>
Welding Shop #1	3,700	19'	Summer 2022
Welding Shop #2	3,724	19'	Summer 2022
Heavy Equipment Repair and Operation Shop	7,527	23'	Summer 2022
Construction Technology Shop #1	3,850	19'	Summer 2022
Construction Technology Shop #2	3,340	19'	Summer 2022
Auto Body Repair Shop	2,957	19'	Summer 2022
STEM Shop	3,207	19'	Summer 2022
Automotive Repair Technology Shop	3,856	19'	Summer 2022
Advanced Metal Manufacturing Shop	4,322	19'	Summer 2022
Building N150**	8,190	20'	Summer 2023

### **Notes:**

\*Square footage and ceiling heights are best estimates.

\*\*Consists of a combined Automotive Repair Technology shop, an HVAC shop and misc. storage.

The bid is requesting pricing for labor and the supplies and materials to HEPA vacuum and remove dirt, dust and debris from all exposed duct work, walls and ceilings. This also includes damp wiping the wire conduits, sponge cleaning walls (dry wipe where necessary) and sweeping the floors. The bid price must also include the contractor supplying the necessary materials and time/labor to poly-sheet the exposed equipment and materials in each shop area to protect from falling debris.

### **Exclusions:**

Not required of the awarded contractor (not included in the scope of work) is the cleaning of any equipment in the shop spaces. CiTi staff will make each shop space ready and available for the awarded contractor to perform the duties.

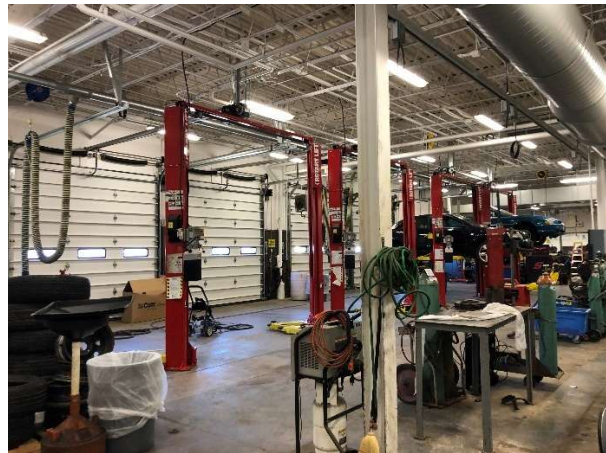
### **Miscellaneous Info:**

Shops will need to be cleaned upon CiTi's request and when school is not in session. The awarded contractor should be able to provide services during CiTi's Christmas Break (in December), Winter Break (in February), Spring Break (in March/April) or during the summer months (July and August).

## Welding Shop #1

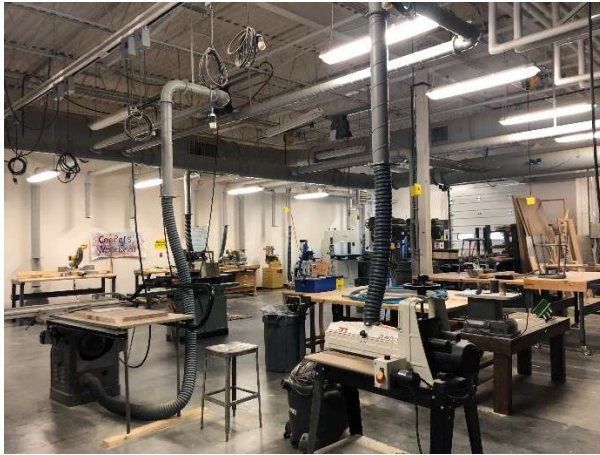


## Automotive Repair Technology Shop





## Construction Technology Shop #2



## Building N510



**Labor Law/Prevailing Wages**

By bidding on this contract, the contractor agrees to comply with all applicable requirements of the 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. The awarded contractor agrees to comply with Article 9 – Building Service Contracts, of the NYS Labor Law and its current prevailing wage schedule. Each contractor who works on a public work project must maintain original certified payrolls or transcripts and must be made available upon request from the Commissioner of Labor.

The prevailing wage PRC number for the services outlined in this bid is #2025900626. A copy of the wage schedule cover page has been included in this bid packet as Exhibit B. To access the complete wage schedule online, visit:

<https://apps.labor.ny.gov/wpp/publicViewProject.do?method=showIt&id=1590411>

The Commissioner of Labor makes an annual determination of the prevailing rates. This determination is in effect from July 1 through June 30 of the following year. All assigned Prevailing Rate Schedules automatically update to the newly determined annual rates on July 1. The above wage schedule was requested June 9, 2025. Bidders are encouraged to revisit the wage schedule (via the link above) after July 1, 2025 to view any updates or changes.

**OSHA Standards**

*By bidding on this contract, the contractor agrees to comply with all OSHA standards for a safe and healthy work environment.*

## ***BID/QUOTE SHEET (PAGE 1)***

### **HIGH BAY SHOP CLEANING B26-0001**

<b>Shop</b>	<b>Bid Price*</b>			
Welding Shop #1	Labor:		Supplies:	
Welding Shop #2	Labor:		Supplies:	
Heavy Equipment Repair and Operation Shop	Labor:		Supplies:	
Construction Technology Shop #1	Labor:		Supplies:	
Construction Technology Shop #2	Labor:		Supplies:	
Auto Body Repair Shop	Labor:		Supplies:	
STEM Shop	Labor:		Supplies:	
Automotive Repair Technology Shop	Labor:		Supplies:	
Advanced Metal Manufacturing Shop	Labor:		Supplies:	
Building N150 <i>See Description Below</i>	Labor:		Supplies:	

Building N510 consists of a combined automotive repair technology shop, an HVAC shop and miscellaneous storage.

\*NOTE: Bidders are being asked to respond with the total estimated cost of labor (prevailing wage IS applicable) for the shop identified AND the cost of the supplies and materials for the shop identified. See Scope of Work for a description of the work requested.

Business Name: \_\_\_\_\_

Contact Person (Please Print): \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



## ***BID/QUOTE SHEET (PAGE 2)***

<b>QUESTION 1:</b> Does your bid price INCLUDE anything additional not noted in the scope?  If yes, please explain.	<input type="checkbox"/> YES  <input type="checkbox"/> NO	<i>Explanation, if necessary:</i>
<b>QUESTION 2:</b> Does your bid price EXCLUDE anything that was identified in the scope of work?  If yes, please explain.	<input type="checkbox"/> YES  <input type="checkbox"/> NO	<i>Explanation, if necessary:</i>

List three (3) companies or governmental agencies where like or similar service(s) have been provided in the last five (5) years:

Company Name:	
Address:	
Contact Person & Title:	
Phone:	

Company Name:	
Address:	
Contact Person & Title:	
Phone:	

Company Name:	
Address:	
Contact Person & Title:	
Phone:	

Business Name: \_\_\_\_\_

Signature: \_\_\_\_\_

## ***INSURANCE REQUIREMENTS***

The **awarded contractor**, hereinafter referred to as the Developer/Contractor, shall furnish CiTi, hereinafter referred to as the District, with **ONE ORIGINAL OR ONE CERTIFIED COPY OF THE ORIGINAL POLICY OF INSURANCE, PLUS ONE CERTIFICATE OF INSURANCE** with a brief description of the project or service for each of the several kinds of Insurance specified this section. All policies shall be delivered with the required certificate and endorsements, where applicable, to the CiTi Purchasing Officer.

The Developer/Contractor shall procure and maintain at their expense without expense to the District all of the insurance required herein. Such insurance shall be written by an insurance company authorized to write insurance in the State of New York, shall be drawn on standard forms approved by the New York State Insurance Department and shall protect the Developer/Contractor, his subcontractors and the **District** from liability for claims for personal injury, death and property damage which may arise from operations under this Contract.

The kinds and amounts of insurance required to appear on the Certificate are as follows:

**Worker's Compensation Insurance.** The policy covering the obligations of the Developer/Contractor in accordance with the provisions of Chapter 41 of the Laws of 1914, as amended, known as the Workers' Compensation Law, covering all operations under the Agreement, whether performed by the Developer/Contractor or by his subcontractors.

The Developer/Contractor shall keep insured during the life of this Agreement such employees in compliance with the provisions of the Workmen's Compensation Law (State Finance Law, Section 142).

### **Comprehensive General Liability Insurance**

<b>General Aggregate</b>	<b>\$2,000,000</b>
<b>Products Completed Operations Aggregate</b>	<b>\$2,000,000</b>
<b>Personal and Advertising Injury</b>	<b>\$1,000,000</b>
<b>Each Occurrence</b>	<b>\$1,000,000</b>
<b>Fire Damage</b>	<b>\$50,000</b>
<b>Medical Expense</b>	<b>\$5,000</b>

Including Bodily Injury and Property Damage, Damage for Premises/Operations, Products and Completed Operations and coverage provided by the General Liability coverage form CG00010 1/96 in connection with work to be completed by the Developer/Contractor and all sub-contractors. District named as additional insured.

### **Umbrella Liability Insurance**

<b>Each Occurrence Limit</b>	<b>Minimum of \$1,000,000</b>
<b>Aggregate</b>	<b>Minimum of \$1,000,000</b>

In addition to the coverage outlined above, the following conditions are agreed to by the Developer/Contractor.

The Developer/Contractor shall indemnify the District against liability for claims, demands, loss, payments, suits, actions, recoveries, and judgments of every nature and description brought or recovered against it by reason of any omission or act of the Developer/Contractor, his agents or employees, all sub-contractors, his or their agents or employees, including also any omission or supervisory act of the District, its employees or agents, in the performance of this Agreement, and shall hold the District harmless therefrom.

The District **must** be given thirty (30) days written notice prior to cancellation and/or non-renewal by the Developer/Contractor of any of the aforesaid policies by the issuing insurance company, agents and/or representatives whether such policies are for named insured or additional insured.

The issuing insurance company, agents and/or representatives shall set forth in writing that there are no pending claims against the insured and/or that there is ample coverage remaining to cover insured in the event of a claim.

Such insurance as is herein required (1) applies to all operations of said insured in connection with the work required by the provisions of the documents forming the contract, (2) also applies on the effective dates stated, whether or not the Contract documents between the insured contractor's and the District have been executed, and (3) is written in accordance with the company's regular policies and endorsements.

Proposer acknowledges that failure to obtain such insurance constitutes a material breach of contract. The contracted vendor is to provide CiTi with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities. The failure of CiTi to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by CiTi.

## ***PROPOSAL CONTENT/RESPONSE REQUIREMENTS***

CiTi requires that all responses to this bid contain all of the following information:

- Company name, address, primary contact name, phone, and email address (Notice to Bidders, Page 1 [cover sheet] of bid packet)
- Bid/Quote Sheet (Page 8 and 9)
- Required Forms:
  - Non-Collusive Bidding Certification (Appendix I)
  - Iran Divestment Act Certification (Appendix II)
  - General Acknowledgement (Appendix III)
  - Completed Form W-9 (Appendix IV)

**NOTE:** Bidders do not need to submit insurance verification with their proposal, but the awarded contractor will be required to submit insurance verification prior to the project start date.

## ***EVALUATION/AWARD PROCEDURE***

Proposals are being solicited through a fair and open process. The criteria and the other requirements herein are intended to be non-restrictive for the purpose of obtaining participation of qualified professionals and uniformity in the manner of submission of proposals. Based on the final comparison of all responses, an award will be made in an aggregate manner to the lowest responsive responsible bidder.

## ***CONTRACT TERM***

It is the intent of CiTi to offer a contract that spans 9/1/2025 to 8/31/2026 with the option to extend the award, upon mutual agreement, for two (2) additional one-year terms: 9/1/2026 to 8/31/2027 and 9/1/2027 to 8/31/2028.

## ***AWARD AND APPOINTMENT***

The award of this bid shall be determined by the CiTi Board Education at the August 20, 2025 meeting. No applicant shall cause or influence, or attempt to cause or influence, any CiTi official, officer or employee to secure unwarranted privileges or advantages.

## **APPENDIX I: BID PROPOSAL CERTIFICATIONS (REQUIRED FORM)**

### **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:
- 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;
  - 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
  - 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.
- C. 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).
- D. 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 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	
Print Name		Date	



## **APPENDIX II: IRAN DIVESTMENT ACT CERTIFICATION (REQUIRED FORM)**

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.

Authorized Signature	
Print Name	
Title	
Company Name	
Date	

### **APPENDIX III: GENERAL ACKNOWLEDGEMENT (REQUIRED FORM)**

By submission of this bid proposal, the bidder further certifies that:

- a) No member of CiTi, nor any officer or employee or person whose salary is payable in whole or in part from the treasuries of CiTi is directly or indirectly interested in this bid or in the supplies, materials, equipment, work or services to which it relates, or in any portion of the profits thereof.
- b) No officer or employee of CiTi, New York State Department of Education or any other governmental agency shall hold or receive any share or interest in this contract or derive any personal benefit arising there from.
- c) Said Bidder has carefully examined the Instructions to Bidders, Schedules, Special Conditions, and Specifications prepared under the direction of the Board of Education, and will, if successful in this bid, furnish and deliver at the prices bid and within the time stated, all the materials, supplies, apparatus, goods, wares, merchandise, services or labor with which this bid is made.
- d) By bidding on this contract, the contractor is agreement to comply with all applicable requirements of the NYS Labor Law
- e) Bid awards are subject to the GENERAL CONDITIONS included herewith in this Bid (next page).

Authorized Signature	
Print Name	
Title	
Company Name	
Date	

### **APPENDIX III: GENERAL CONDITIONS**

All bids issued by CiTi will bind awarded contractors/individuals 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 CiTi. NO EXCEPTIONS. CiTi is an equal opportunity employer

#### **DEFINITIONS**

“CiTi”	the Center for Instruction, Technology & Innovation, legal designation of Oswego Board of Cooperative Educational Services.
“Board”	the Board of Education of CiTi.
“Notice to Bidders”	a formal statement which, when issued by CiTi, constitutes a solicitation for bids on the services described by the Specifications.
“Bid”	an offer to furnish service, which may/may not include materials, supplies, and/or equipment in accordance with the Notice to Bidders, the General Conditions, and the specifications.
“Bid Offer”	the form on which the bidder submits his/her bid.
“Bidder”	any individual, company, or corporation submitting a bid.
“Contract”	a notice to the successful Bidder by the issuance of a Purchase Order; also all documents relating to the transaction, including but not limited to: the Offer of the Awarded Bidder, Notice to Bidders, Request for Bids, Request for Proposals, General Information, General Conditions, Detailed Instructions, Specifications, and Notice Of Award; also a formal document signed by the Awarded Bidder and the CiTi representative.
“Contractor”	any Vendor to whom a Contract is made by the Board of Education.
“Awarded Bidder”	any bidder to whom an award is made by CiTi.
“Awarded Vendor”	any Vendor to whom an Award is made by CiTi.
“Specification”	description of public work, service, materials, supplies, and/or equipment and the conditions for its purchase.

## **BIDS**

1. The date and time of bid opening will be indicated in the NOTICE TO BIDDERS document.
2. All responses must be submitted on bid offer forms and in accordance with instructions herein.
3. Any changes in pricing or specifications will not be accepted after the BID opening. If any changes to a submitted BID are requested, then it is the respondent's sole responsibility to request in writing to CiTi that the aforementioned BID be withdrawn and returned to said respondent at respondent's expense. This must be done within a reasonable time PRIOR to the BID opening so as to minimize any disruptions. As such, it shall also be the responsibility of the respondent to resubmit a revised response if so chosen. However, this revised response must be received in a sealed envelope by the posted opening date and time as instructed in the Notice to Bidders.
4. The Non-Collusive Bidding Certification must be included with each bid proposal as required by General Municipal Law, section 103-d. The submission of a bid will be construed that the bidder is fully informed as to the extent and character of the supplies, materials, equipment, or service required and a representation that the bidder can furnish the supplies, materials, equipment, or service in compliance with the specifications.
5. Sales to CiTi are not affected by any fair-trade agreements. (General Business Law, Ch.39, Sec 369-a, Sub. 3, L. 1941)
6. No charge will be allowed for federal, state, or municipal sales and excise taxes since CiTi is exempt from such taxes.
7. 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, on/before the posted date. See page 3 for details.
8. 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 to the specifications. All addenda so issued shall become a part of the contract documents.

## **AWARD AND CONTRACT**

9. An award will be made to the lowest responsible and responsive bidder taking into consideration the reliability of the bidder and their conformity with the specifications, the purposes for which required.
10. CiTi reserves the right to reject all proposals. Also reserved is the right to reject, for cause, any proposal 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 on State contract, if applicable.

11. CiTi reserves the right to reject any and all proposals not deemed in the Public's best interest. CiTi also reserves the right to reject as informal such bid proposals, as in CiTi's opinion, are incomplete, conditional, obscure, or which contain irregularities of any kind including unbalanced bid proposals. By an unbalanced bid proposal, it is meant one in which the amount submitted for one or more separate items is substantially out of line with current market prices for the services.
12. 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 with in a shorter specified time.
13. 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.
14. Cancellation of contract by the awarded contractor for any reason may result in removal of the awarded contractor's name for future proposals for an indeterminate period.
15. It is mutually understood and agreed that the awarded 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 CiTi.

## **CONTRACTUAL INDEMNIFICATION AND CONTRIBUTION**

16. The Contractor hereby agrees, to the fullest extent permitted by law, to assume the entire responsibility and liability for and defense of and to pay and indemnify CiTi, its Board of Education, and its employees, agents and assigns, (hereinafter referred to collectively as "CiTi"), against any loss, cost, expense, liability or damage and will hold the CiTi harmless from and pay any loss, cost, expense, liability or damage (including, without limitation, judgments, attorney's fees, court costs and the cost of appellate proceedings,) which the CiTi incurs because of injury to or death of any person or on account of damage to property, including loss of use thereof, or any other claim arising out of, in connection with, or as a consequence of the performance of the work or services required of the Contractor under this Agreement and/or any acts or omission of the Contractor or any of its officers, directors, employees, agents, subcontractors or anyone directly or indirectly employed by the Contractor for whom it may be liable as it relates to the scope of this Agreement.
  - (a) The Contractor's duty to indemnify shall also require the Contractor to pay and reimburse the CiTi for all court costs, cost of appellate proceedings, disbursements and attorneys' fees that the CiTi may incur in the enforcement or prosecution of its indemnity rights against the Contractor.

- (b) Whenever the CiTi is prohibited from obtaining contractual indemnification under this Agreement by reason of the General Obligations Law of New York, the Contractor further agrees that it will contribute to the payment and satisfaction of all judgments entered against the CiTi, in proportion to the Contractor's relative culpability.
- (c) The rights and duties created by this provision shall be in addition to and not in limitation upon any common-law, statutory and other contractual rights that the CiTi has against the Contractor, and shall continue in full force and effect notwithstanding the expiration or termination of the term of this Agreement.

## **MERGER, WRITTEN MODIFICATION AND NON-WAIVER CLAUSE**

17. This Agreement represents the entire and integrated agreement between CiTi and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral.

- (a) This Agreement may be amended only by written instrument. All amendments and modifications of this Agreement must be in writing, signed by both parties.
- (b) CiTi shall not be deemed to have waived any term or requirement of this Agreement unless the waiver is expressly memorialized in a writing signed by both parties.

## **SAVING CLAUSE**

18. The awarded 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 awarded bidder and which by the exercise of reasonable diligence he is unable to prevent.

## **EXECUTORY CLAUSE**

19. The contract shall be deemed executory only to the extent of funds appropriated and available for the purpose of the agreement, and no liability shall be incurred beyond the amount of such funds. The contract is not a general obligation of Customer or its component school districts. Neither the full faith and credit nor the taxing power of Customer or its component school districts is pledged to the payment of any amount due or to become due under the contract. It is understood that neither the contract nor any representation by any public employee or officer creates any legal or moral obligation to appropriate or make monies available for the purpose of such contract. In the event no funds or insufficient funds are appropriated and budgeted by the Customer or by its component school districts in any fiscal period for payments due under the contract, the Customer will immediately notify the awarded contractor of such occurrence. The contract shall terminate as to the Customer upon its failure to appropriate monies for the service provided pursuant to contract on the last day of period for which appropriations were received, without further liability therefore.



## **NON-DISCRIMINATION REQUIREMENTS**

20. 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.
21. 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.

## **LABOR LAW/PREVAILING WAGES**

22. The awarded bidder agrees to comply with all applicable requirements of the 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. The awarded contractor agrees to comply with Article 9 – Building Service Contracts, of the NYS Labor Law and its current prevailing wage schedule. Each contractor who works on a public work project must maintain original certified payrolls or transcripts and must be made available upon request from the Commissioner of Labor.

## APPENDIX IV: FORM W-9, REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION

<b>Form W-9</b> (Rev. March 2024) Department of the Treasury Internal Revenue Service		<b>Request for Taxpayer Identification Number and Certification</b> <small>Go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> for instructions and the latest information.</small>		<b>Give form to the requester. Do not send to the IRS.</b>
<b>Before you begin.</b> For guidance related to the purpose of Form W-9, see <i>Purpose of Form</i> , below.				
<b>Print or type.</b> <small>See Specific Instructions on page 3.</small>	<b>1</b> Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)			
	<b>2</b> Business name/disregarded entity name, if different from above.			
	<b>3a</b> Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <u>one</u> of the following seven boxes. <div style="display: flex; justify-content: space-between; margin-top: 5px;"><div><input type="checkbox"/> Individual/sole proprietor    <input type="checkbox"/> C corporation    <input type="checkbox"/> S corporation    <input type="checkbox"/> Partnership    <input type="checkbox"/> Trust/estate</div><div><input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ <small>Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.</small></div></div> <div style="margin-top: 5px;"><input type="checkbox"/> Other (see instructions) _____</div>			<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____  <small>(Applies to accounts maintained outside the United States.)</small>
	<b>3b</b> If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions. <input type="checkbox"/>			
	<b>5</b> Address (number, street, and apt. or suite no.). See instructions.		Requester's name and address (optional)	
	<b>6</b> City, state, and ZIP code			
	<b>7</b> List account number(s) here (optional)			
<b>Part I Taxpayer Identification Number (TIN)</b>				
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later.  <b>Note:</b> If the account is in more than one name, see the instructions for line 1. See also <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.				
<div style="display: flex; justify-content: space-between;"><div style="width: 60%;"><b>Social security number</b> <div style="border: 1px solid black; height: 20px; width: 100%;"></div></div><div style="width: 35%;"><b>Employer identification number</b> <div style="border: 1px solid black; height: 20px; width: 100%;"></div></div></div>				
<b>Part II Certification</b>				
Under penalties of perjury, I certify that:				
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and				
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and				
3. I am a U.S. citizen or other U.S. person (defined below); and				
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.				
<b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.				
<div style="display: flex; justify-content: space-between;"><div style="width: 40%;"><b>Sign Here</b> <div style="border: 1px solid black; height: 20px; width: 100%;"></div></div><div style="width: 60%;"><b>Date</b> <div style="border: 1px solid black; height: 20px; width: 100%;"></div></div></div>				
<b>General Instructions</b>				
Section references are to the Internal Revenue Code unless otherwise noted.				
<b>Future developments.</b> For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> .				
<b>What's New</b>				
Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.				
New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).				
<b>Purpose of Form</b>				
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they				

Cat. No. 10231X

Form **W-9** (Rev. 3-2024)

<https://www.irs.gov/pub/irs-pdf/fw9.pdf>

## ***EXHIBIT A: LEGAL NOTICE***

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 invites sealed bids for:

HIGH BAY SHOP CLEANING, Bid B26-0001

### **BID INFORMATION**

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

### **SUBMISSION OF BIDS**

Sealed bids will be received until **2:00 p.m.**, Local Time, **July 22, 2025** by School Purchasing Officer Amy Rhinehart at CiTi BOCES, 179 County Route 64, Mexico, NY 13114.

### **OPENING OF BIDS**

Bids will be opened and read aloud at **2:01 p.m.** on **July 22, 2025**, at CiTi BOCES (East 220 Building), 179 County Route 64, Mexico, NY 13114. In addition to the in-person bid opening, Zoom access to view the bid opening will be available. Please send an email to [purchasing@citiboces.org](mailto:purchasing@citiboces.org) to request Zoom link/information.

### **PRE-BID/SITE INSPECTION WALKTHROUGH**

CiTi will be open for a pre-bid/site inspection walkthrough on **Tuesday, July 1, 2025 from 9 am to Noon** at CiTi BOCES, 179 County Route 64, Mexico, NY 13114.

Melissa Allard, Clerk of the Board

*\*Scheduled for posting in CiTi's legally designated newspaper, The Palladium Times, on 6/20/2025*

## EXHIBIT B: PREVAILING WAGE INFORMATION

[Wage Schedule](#) · [Submit Notice Of Award](#) · [Submit Notice Of Project Completion](#)

PRC#: 2025900626  
Type of Contracting Agency: Local School District

Acceptance Status: Accepted Article 9

### Contracting Agency

Oswego County BOCES  
Amy Rhinehart  
School Purchasing Officer  
179 County Route 64  
Mexico NY 13114  
  
(315) 963-4253  
arhinehart@citiboces.org

### Send Reply To

### Project Information

Project Title High Bay Shop Cleaning  
Description of Work Cleaning of the industrial shop areas on BOCES' main campus in Mexico.  
Contract Id No. CiTiBid B26-0001  
Project Location(s) Mexico (Main Campus)  
Route No / Street Address 179 County Route 64  
Village / City Mexico  
Town Mexico  
State / Zip NY 13114  
Nature of Project Building Service Contract (Article 9 Only)  
Approximate Bid Date 07/22/2025  
Checked Occupation(s) Janitor, Porter, Cleaner

### Applicable Counties

Oswego

<https://apps.labor.ny.gov/wpp/publicViewProject.do?method=showIt&id=1590411>