

# NOTICE TO BIDDERS

The Board of Education of Onondaga-Cortland-Madison Board of Cooperative Educational Services (BOCES), in accordance with Section 103 of Article 5-A of the General Municipal Law and Article 119-O of the General Municipal Law, will receive bids on:

## PURCHASE OF VEHICLES - 2020 OR NEWER MODEL YEARS

### RFB-621-1

Bids will be received until 10:00 a.m. on the 21<sup>th</sup> day of June, 2021. On that date and time, bids will be publicly opened at Solvay Union Free School District Office, 299 Bury Drive, Syracuse, NY 13209. The Board of Education reserves the right to reject any or all bids in whole or in part. Any bid accepted will be binding from **June 28, 2021 to September 30, 2021**. Bid forms and specifications are contained within this document.

Solvay Union Free School District  
299 Bury Drive  
P.O. Box 980  
Syracuse, NY 13209

**Kevin VanBeveren**

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Email: [Kvanbeveren@solvayschools.org](mailto:Kvanbeveren@solvayschools.org)

**Karen Henry**

Phone: 315.468.1111

Email: [Khenry@solvatyschools.org](mailto:Khenry@solvatyschools.org)

**Date: June 11, 2021**

## **NOTE TO VENDORS**

We are physically located at 299 Bury Drive, Syracuse, NY 13209. If you will be dropping off your bid instead of sending it, you must come to the District Office at the address listed above and check in with the receptionist who will call us to meet you. You may also attend the bid opening which will be held at the same location

Please see Appendix B for appropriate mailing labels.

### **Bidder's Information Sheet**

Bidder's Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contact Person: \_\_\_\_\_ eMail \_\_\_\_\_

## BID PROPOSAL CERTIFICATIONS

Firm Name	
Business Address	
Telephone Number	Date of Bid

### I. General Bid Certification

The bidder certifies that he will furnish, for the prices herein quoted, the materials, equipment and/or services as proposed on this bid.

### II. Non-collusive Proposal Certification

By submission of this bid proposal, the bidder certifies that he is complying with Section 103-d of the General Municipal Law as follows:

1. Statement of non-collusion in bids and proposals to political subdivision of the State. Every bid or proposal hereafter made to a political subdivision of the State or any public department, agency or official thereof where competitive bidding is required by statute, rule regulation or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury:

***Non-collusion bidding certification***

“(a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

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

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

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

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

2. Any bidder hereafter made to any political subdivision of the State or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or good sold or to be sold, where competitive bidding is required by statute, rule, regulation or local law, and where such bid contains the certification referred to in subdivision 1 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.

**Authorized Signature** \_\_\_\_\_

**Title** \_\_\_\_\_

# NON-BIDDERS RESPONSE

**BID NAME:** \_\_\_\_\_

**BID NUMBER:** \_\_\_\_\_

The Solvay Union Free School District is interested in the reasons why prospective bidders choose not to submit bids. If you are NOT submitting a bid in this proposal, please indicate the reason(s) by checking off one or more of the items below and return this form to us.

- \_\_\_\_\_ 1. Unable to bid at this time, but would like to receive future bid proposals.
- \_\_\_\_\_ 2. Items or materials are not manufactured by us or not available to our company.
- \_\_\_\_\_ 3. Materials or items we have to offer do not fully meet all the requirements of standards specified.
- \_\_\_\_\_ 4. Multiplicity of delivery or service points.
- \_\_\_\_\_ 5. Delivery quantities are too small.
- \_\_\_\_\_ 6. We cannot meet the time of delivery of item or materials specified.
- \_\_\_\_\_ 7. Insufficient time allowed for preparation and submission of bid.
- \_\_\_\_\_ 8. Specifications not clearly understood or applicable (too vague, too rigid, etc.)
- \_\_\_\_\_ 9. Other reasons:

\_\_\_\_\_  
\_\_\_\_\_

10. You may remove our name from the bid list for:

- \_\_\_\_\_ This commodity group
- \_\_\_\_\_ This item or material
- \_\_\_\_\_ All bids

Company: \_\_\_\_\_

Address: \_\_\_\_\_

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

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

**Solvay Union Free School District**  
**Physical Address: 299 Bury Drive, Syracuse, NY 13209**  
**Mailing Address: P.O. Box 980, Syracuse, NY 13209**  
**315-430-4361 Kevin VanBeveren, Director of Facilities**  
**315-468-1111 Karen Henry, Assistant Superintendent for Business**

**GENERAL CONDITIONS**  
(For the purchase of goods & services)

All Bids issued by the above named Solvay Union Free School District will bind Vendors and Successful Vendors to the conditions and requirements set forth in these General Conditions and any special conditions set forth herein (collectively, the "Conditions"), and such Conditions shall form an integral part of each Contract awarded by Solvay Union Free School District.

It is the Vendors' responsibility to read the following General Conditions, and the attached Detailed Instructions, Specifications and Bid which outline the bidding rules of Solvay Union Free School District.

Where the terms "bid" or "bids" are used in these documents, the bidder understands that the terms "proposal" or "proposals" could be used to replace "bid" or "bids" and be used interchangeably depending on the scope and nature of this solicitation.

**DEFINITIONS**

"School District"	The legal designation of the Solvay Union Free School District issuing this bid request.
"Notice to Bidders"	A formal statement which, when issued by the School District, constitutes a Solicitation for Bids on the products and/or services described by the Specifications.
"Board"	The Board of Education of the School District.
"Bid"	An offer to furnish products and/or services in accordance with the Notice to Bidders, the General Conditions, Detailed Instructions, Specifications, and Bid.
"Offer"	The form on which the Vendor submits a Proposal.
"Vendor"	Any individual, company, or corporation submitting a Bid.
"Contract"	A notice to the Successful Vendor by the issuance of a Purchase Order; also all documents relating to the transaction, including but not limited to: the Offer of the Successful Vendor, Notice to Bidders, General Information, General Conditions, Detailed Instructions, Specifications, Notice Of Award, Bid; also a formal document signed by the Successful Bidder and the School District/BOCES representative.
"Successful Vendor"	Any Vendor to whom an Award is made by the School District.
"Contractor"	Any Vendor to whom a Contract is made by the Board of Education.
"Specification"	Description of products and/or services and the conditions for its purchase.

## BIDS

1. The date, time, and place of Bid opening will be given in the Notice to Bidders.
2. All Bids must be submitted on the Bid Document and Bidder's Response Sheet included with this solicitation and in accordance with instructions provided by the Solvay Union Free School District.
3. All Bids received after the time stated in the Notice to Bidders will not be considered and will be returned unopened to the Vendor. The Vendor assumes the risk of any delay in the mail or in the handling of the mail by employees of Solvay Union Free School District. Whether sent by mail or by means of personal delivery, the Vendor assumes responsibility for having the Bid deposited on time at the place specified.
4. All information required by the Notice to Bidders, General Conditions, Special Conditions, Specifications, and Bid, in connection with each item against which a Bid is submitted, must be given to constitute a regular Bid.
5. The Non-Collusive Bidding Certification must be included with each Bid as required by General Municipal Law, section 103-d. The enclosed form "Bid Proposal Certifications" meets this requirement when signed and submitted as part of the bid response package.
6. The submission of a Bid will be construed to mean the Vendor is fully informed as to the extent and character of the products and/or services required and a representation that the Vendor can furnish the products and/or services satisfactorily in complete compliance with the Specifications.
7. Deviations from the bid specifications must be set forth in space provided on the Bidder's Exclusion Page and/or Bidder's Response Sheet for this purpose. The Solvay Union Free School District reserves the right to disqualify and reject any Vendor submission containing alterations by the Vendor. No alteration, erasure, or addition to the original bid documents will be permitted.
8. Prices and information required should be typewritten for legibility. Illegible or vague Bids may be rejected. All signatures must be written. Facsimile, printed, or typewritten signatures are not acceptable.
9. **Estimated Quantities:** The quantities for each Bid are indefinite, but estimates provided on the Bidder's Response Sheet reflect anticipated requirements. Quantities listed are estimates only. Actual quantities may be less or greater than listed. The Contract, however, shall be for the quantities actually ordered during the contract period. The Contractor must furnish all the quantities actually ordered.
10. Sales to participants are not affected by any fair trade agreements (General Business Law, sec. 369-a, sub. 3).
11. No charge will be allowed for Federal, State, or municipal sales and excise taxes that participants are exempt. Prices shall be net delivery location and shall not include the amount of any such taxes. Exemption certificates will be furnished directly by the participants.
12. **"Or Equal":** In all Specifications, the words "or equal" are understood after each article, or on any patented article. The decision of the BOCES as to whether an alternate or substitution is in fact "equal" shall be final. If Bids are submitted on items other than those specified, the Vendor must in every instance give the trade designation of the article, manufacturer's name, and detailed specifications of the item proposed to furnish. Otherwise, the Bid will be construed as submitted on the identical item as specified.
13. When Bids are requested on a total or aggregate basis, the expectation is that the Vendor bids on each item in the group. A Vendor deciding to submit a "no bid" on an item in a group must clearly indicate this; otherwise the entire Bid for the group may be rejected.
14. **Pricing:** Bid prices will remain firm for the contract period and are to be Free on Board (F.O.B) delivery location. Bid pricing must include all shipping, handling, freight, delivery, installation (unless otherwise indicated), hazardous materials handling fees, and other distribution charges to the participating "ship-to" locations. No additional charges will be allowed. A list of participating delivery locations is included with this bid package.

15. **There shall be NO minimum order amount:** Every effort will be made to encourage participants to group purchase orders to vendors to minimize the costs involved. Invoice shall be sent to each participant per the information on the purchase order.
16. The Vendor must insert the price per unit and the extensions, if applicable, against each item in the Bid. In the event of a discrepancy between the unit price and the extension, the unit price will govern. Prices shall be extended in decimals, not fractions.
17. All Bids must be sealed in a plain, opaque envelope provided by the responding vendor clearly marked "Bid" with the corresponding Bid number. 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. Faxed and/or e-mailed (electronically submitted) bids will not be accepted.
18. No interpretation of the meaning of the Specifications or other Contract Document will be made to any Vendor orally. Every request for such interpretation should be in writing, addressed to the Solvay Union Free School District, not later than five (5) 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 Vendors on record by the BOCES in the form of an Addendum to the Specifications. All Addenda so issued shall become part of the Contract Documents.
19. **Samples:** The Solvay Union Free School District reserves the right to request a representative sample products and/or services quoted upon either prior to the Award or before shipments are made. If the sample is not in accordance with the requirements of the Specification, the School District/BOCES may reject the Bid; or, if the Award has been made, cancel the Contract at the expense of the Successful Vendor.
20. **Award:** Awards will be made to the Lowest Responsible Vendor, as will best promote the public interest, taking into consideration the reliability of the Vendor, the quality of the products and/or services to be furnished, their conformity with Specifications, the purposes for which required, and the terms of delivery.
21. The participant reserves the right to cancel any or all items not delivered within 45 days of receipt of purchase orders (or a different time frame as indicated in the special conditions section).
22. **Rejection of Bids:** The BOCES reserves the right to reject any or 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 participants 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.
23. The Solvay Union Free School District reserves the right to reject any and all Bids not deemed for the best interest of the participants and to reject as informal such Bids, as in the opinion, are incomplete, conditional, obscure, or which contain irregularities of any kind including unbalanced Bids. By an unbalanced Bid, it is meant one in which the amount submitted for one or more separate items is substantially out of line with current market prices for the products, services, materials and/or work covered thereby.
24. The Solvay Union Free School District reserves the right to make Awards within 60 days after the date of the Bid opening during which period Bids may not be withdrawn unless the Vendor distinctly states in the Bid that acceptance thereof must be made within a shorter specified time.
25. If two or more Vendors submit identical Bids as to price, the decision of the Board to award a Contract to one of such identical Vendors shall be final (General Municipal Law, sec. 103, sub. 1). Determination of the awarded vendor in an identical bid situation is made by a coin toss.
26. Each Bid will be received with the understanding that the acceptance thereof in writing by the Board, to furnish any or all of the products and/or services described therein shall constitute a Contract between the Successful Vendor and each individual participant. This Contract shall bind the Successful Vendor to furnish and deliver at the prices and in accordance with the conditions of the Bid. This Contract shall bind the participant to pay for at the Contract prices, all products and/or services ordered and delivered.

27. Vendors should ensure accuracy in figures **prior to** submission. If a Vendor discovers a mistake in an item in their Bid award and wants that item award rescinded after it has been Awarded, the Solvay Union Free School District reserves the right to rescind the entire award and the Vendor's responsibility may be questioned for future Bids.
28. Notification by mail or electronically of a Notice of Award or Purchase Order to a Successful Vendor, to the contact information given in the Bid, will be considered sufficient notice of acceptance of Contract.
29. Any and all Awards resulting from this Bid shall be final and shall be for the complete term of the Contract. No rescinding of Awards will be made because of Vendor error or inability to supply a product and/or service.
30. The Successful Vendor is responsible for reviewing the Notice of Award or Purchase Order for errors. Any clerical errors in the Award must be forwarded, in writing, to the Office of the Assistant Superintendent for Business within five (5) working days of the Notification of Award. No corrections will be made beyond that date. If clerical errors discovered are too late to be corrected, a "no award" will be issued on those affected products and/or services. The products and/or services will be re-bid or quoted at a later date.
31. A Contract may be cancelled at the Successful Vendor's expense upon non-performance of Contract.
32. Cancellation of Contract for any reason may result in removal of the Successful Vendor's name from mailing list for future Bids for an indefinite period.
33. It is mutually understood and agreed that the Successful Vendor shall not assign, transfer, convey, sublet, or otherwise dispose of the Contract or the right, title, or interest therein, or the power to execute such Contract, to any other person, company, or corporation, without the previous written consent of the Solvay Union Free School District.
34. If the Successful Vendor is not able to provide the awarded goods and/or services under the conditions specified, the Solvay Union Free School District reserves the right to obtain the goods and services from an alternate vendor and the Successful Vendor will pay any difference in cost between the awarded bid price and the cost of obtaining the goods and/or services from the alternate vendor.
35. **Insurance:** The Successful Vendor guarantees to carry adequate insurance to protect the participants from loss in case of accident, fire, theft, etc. Vendors shall maintain adequate insurance to protect them from all claims under the Workers' Compensation Act. If requested, a Certificate of Insurance shall be submitted verifying Liability and Commercial Automobile Insurance coverage.
36. Payment will be made only after correct presentation of claim forms or invoices as may be required.
37. The Successful Vendor 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 Vendor and which by the exercise of reasonable diligence is unable to prevent.
38. In addition to the General Conditions, the following Special Conditions & specifications listed below and on the "Bidders Response Sheet" must also be met. Where applicable, the Special Conditions will supersede the General Conditions.
39. **Non-Funding Termination:** The Solvay Union Free School District shall have the right to terminate individual orders without further obligation as of the end of the then current fiscal year in the event that Solvay Union Free School District fails to get a budgetary appropriation for the continuation of individual orders for any subsequent fiscal year. Solvay Union Free School District shall give bidder written notice of termination at least sixty (60) days prior to the end of the then current fiscal year. This contract shall be deemed executor 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 legal or moral obligation to request, appropriate or make available monies for the purpose of this contract.
40. **Complaints:** Both participants and vendors will submit all complaints in writing to the appropriate party(s) within four (4) days of any occurrence. The Solvay Union Free School District Purchasing Office will maintain a file of all complaints that are submitted from both the vendor and Solvay Union Free School District.



41. **Buy Against Clause:** Vendors will be afforded the chance to first rectify any complaint, concern or issue brought to them by a participant. When resolution of an issue is not imminent or poses a perceived risk to participant's property or the health and safety of its staff and/or students, participants may immediately purchase products in the open market if the awarded bidder fails to deliver within the time specified, or fails to make replacements of items deemed unacceptable by the participating district. Participants reserve the right to authorize immediate purchase from other sources against late deliveries and rejections on any contract when necessary. On all such purchases the successful bidder(s) agrees to reimburse the participant promptly, or deduct from the participant's current balance owed, if applicable, for excess cost occasioned by such purchases. Should the cost be less, the successful bidder shall have no claim to the difference.
42. **Material Data Safety Sheets (MSDS):** Material Data Safety Sheets must accompany every shipment for all items having an established MSDS, as set forth by the New York State Right to Know Law enacted in 1970, and the Federal Hazard Communications Standard enacted in 1983. Vendors not supplying MSDS sheets may be declared an unresponsive bidder for future bids. .
43. **Delivery:** Delivery shall be made in accordance with the instructions as listed on the purchase order from each participant. Delivery times and frequencies will be made as agreed upon in advance between the participant and/or their designee and the vendor representative. .
44. **Credit Terms:** Each participant will make payment according to their established payment terms and policies. All delivery and billing related concerns should be addressed to the participant. If it becomes necessary for a vendor to discontinue deliveries for non-payment, the participant must be notified at least fifteen (15) days in advance of such discontinuance. The vendor will also provide the participant with a detailed description of the circumstances and reasons for pursuing this course of action. .
45. Bids on equipment must be on standard new equipment of latest model, and in current production unless otherwise specified.
46. If it is determined that the vendor is distributing items, that in the opinion of the Solvay Union Free School District are identified as outdated, non-conforming to the item specifications, or creates the potential for health or injury risk, the Solvay Union Free School District reserves the right, if necessary, to address such issues with the vendor and take appropriate action including, but not limited to, vendor disqualification for those particular item(s). .
47. Vendor(s) providing goods or services that do not conform with the specifications provided, or in the case of an alternate item award, to the description indicated by the vendor, may be rejected and returned at vendor's risk and expense. Items returned to the vendor will be purchased elsewhere and the excess cost will be charged to the vendor. .
48. **Sale Items:** When a bid item appears on a company sales flyer or their website at a lower price, the lower price will apply to all bid participants. .
49. **Extension:** Solvay Union Free School District reserves the right to extend the terms and conditions of this proposal for a period no greater than one (1) year; not to exceed four (4) years from original date of award, upon mutual consent of the BOCES and the awarded vendor(s).
50. Termination of the contract can be made on the anniversary date of the bid award by either the vendor or Solvay Union Free School District upon 30 day written notice. Solvay Union Free School District reserves the right to terminate portions of the bid awarded to vendors due to non-performance at any time during the year with a 30 day written notification.
51. Any exception(s) listed on the Bidders Exclusions page will be identified, reviewed, and taken into consideration by Solvay Union Free School District as part of the bid award process, and/or for purposes of determining that vendor's ability to serve bid participants in a responsible manner.
52. At the time of bid submission, any known item(s) listed on the "Bidder's Response Sheet" that can be identified as being a potential "Special" or "Custom" order must be clearly identified as such. Vendors must also indicate, if need be, any special procedures that would be required on the part of Solvay Union Free School District in the procurement of such items.
53. The awarded vendor will notify Solvay Union Free School District within forty-eight (48) from the time the order is placed with the vendor if an item(s) is a "Special" or "Custom" order.

54. No substitutions of any bid items will be permitted without first having obtained the prior written/verbal consent of the participant. Should a participant approve a substitute item to be delivered, the vendor will charge the participant either the lower of the (1) the current bid price, assuming the substitute item is more expensive than the bid item, or (2) the current price of the substitute item, assuming it is less expensive than the bid price.
55. In the event of conflict between the General Conditions and the Special Conditions, the Special Conditions shall supersede the General Conditions.
56. Vendor shall comply with all applicable laws, ordinances, rules, regulations, decisions, orders and requirements of governmental authorities and courts as well as all of the conditions and provisions set forth herein including but not limited to the provisions set forth herein.

Note: A Non-Collusive Bidding Certification must be submitted with each bid. The enclosed form, "Bid Proposal Certifications," meets this requirement.

## SPECIAL CONDITIONS

1. The Solvay Union Free School District will receive bids for:

### **PURCHASE OF VEHICLES - 2019 OR NEWER MODEL YEARS**

#### **RFB-621-1**

in the District Office Conference Room at Solvay Union Free School District, 299 Bury Drive, Syracuse, NY 13209 at the date and time stated in the Notice to Bidders.

#### **A. Solvay Union Free School District is considering the purchase (not lease) of one (1) HEAVY DUTY TRUCK**

Vehicles to be equipped, at minimum, with the following features:

- Power Windows
- Power Locks
- Vortec 6.0L V8 Gas Engine
- Standard 6'-6" Box
- AM/FM Stereo Radio w/Clock
- Air Conditioning
- Dual Outside manual fold Power adjustable Trailing Mirrors
- Electrical Rear Window Defroster
- Automatic Transmission
- Four Wheel Drive
- Interior Black Vinyl
- Equipment to include ALL standard equipment options plus the following:
  - AQQ - Keyless entry
  - K14 - Power outlets
  - 9L7 - Upfitter switches
  - CGN - Spray in Bed-Liner
  - CTD - Movable tie-downs
  - K4B - Auxillary Battery
  - KW5 - 220 Amp Alternator
  - N79 - 18" Full size spare
  - NZZ - Transfer case shield
  - PYT - 18" painted steel wheels
  - QGM - 18" LT265/70R18E all terrain blackwall tires
  - RVS - 4" black assist steps
  - TRW - Provisions for cab roof mounted beacon
  - UF2 - Cargo box LED lighting
  - VK3 - Front License Plate Bracket
  - Z82 - Trailing package
  - Z85 - Suspension package Options
- Color: Northsky Blue Metallic

Vendors are asked to bid from the following manufacturer/model: Chevrolet 2500 HD

All vehicles supplied by the awarded vendor shall be delivered "new" not "pre-owned" or re-manufactured from the manufacturer.

**B. Solvay Union Free School District is considering the purchase (not lease) of one (1) CARGO VAN**

Vehicle to be equipped, at minimum, with the following features:

- **Include All Standard Equipment plus the following options**
  - **Keyless Entry**
  - **6.6 L V8 Gas Engine**
  - **Remote Start**
  - **Trailer wiring**
  - **Power windows**
  - **Power Locks**
  - **AM/FM Stereo Radio w/Clock**
  - **Air Conditioning**
  - **Dual Outside manual fold Power adjustable Trailing Mirrors**
  - **Electrical Rear Window Defroster**
  - **Automatic Transmission**
  - **Interior Color Medium Pewter**
  - **Summit White**

Vendors are asked to bid from the following manufacturer/model: Chevrolet Express Cargo 2500

**All vehicles supplied by the awarded vendor shall be delivered “new” not “pre-owned” or re-manufactured from the manufacturer.**

2. Vendors are invited to bid as outlined herein. Bids are advertised and bid sheets are included in this document for prospective bidders. They are returnable as outlined herein. The bidders shall also submit, with each bid, a signed non-collusive statement.
3. This bid period will be from June 28, 2021 to September 30, 2021.
4. Bid Pricing will remain firm during the contract period.
5. **Delivery Date - The awarded vendor will deliver the vehicle to OCM BOCES/School District within two (2) weeks from date of receipt of a purchase order at the vendor’s office.**
6. **Award:** It is the intention of Solvay Union Free School District at this time to recommend awarding this bid on a line item bases. Solvay Union Free School District does reserves the right to award the bid on an in total or groups-of-items basis.
7. Exceptions to any of items listed in this bid package must be noted on the **“Bidder’s Exclusion”** page.
8. Each vehicle furnished under this contract shall be new of good quality and in safe operating condition, shall comply with current Federal Motor Vehicle Safety Standards (49 CFR 571) and applicable State safety regulations. All vehicles furnished shall have less than 100 miles on the odometer.
9. Solvay Union Free School District reserves the right to inspect vehicle(s) prior to removal from the dealer’s lot.
10. **“Or Equal”:** In all specifications, the words “or equal” are understood after each item. The decision of Solvay Union Free 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, in every instance, give the trade designation of the item and detailed specification of the item he or she proposes to furnish. The bid will otherwise be construed as being submitted on the identical item as specified.

11. No charge will be allowed for federal, state or municipal sales and excise taxes from which the Board is exempt. Bid pricing submitted by vendors also will not reflect or include any such taxes. Exemption certificates will be furnished directly by Solvay Union Free School District.
12. The submission of a bid/proposal will be construed as an indication that the bidder is fully informed as to the extent and character of the supplies required and can furnish the supplies satisfactorily to the extent of the specifications.
13. 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 mail by employees of Solvay Union Free School District. Whether sent by mail or by means of personal delivery, the bidder assumes responsibility for having his bid deposited on time at the place specified.
14. **Descriptive Literature:** Proposals to furnish an item of manufacture other than that specified must be accompanied by the name of the manufacturer, brand name, catalog number, cuts, prints, illustrations or photographs showing full details and supplemented with complete information as to how the items differ from that specified.
15. All literature must be clearly marked to reference the item, as found in the bid sheet.

NOTE: Bids that do not contain clearly marked literature and complete information detailing how the items differ from that specified may not be considered for award.

16. All quantities are estimated for the period from June 28, 2021 to September 30, 2021. Note that these estimates do not constitute a guarantee to purchase.
17. All Materials included in this bid are to be purchased as needed during the period from June 28, 2021 to September 30, 2021.
18. Prices are to be Free on Board (F.O.B) delivery location. A list of participating delivery locations is included with this bid package. (Refer to Appendix A)
19. Bid price must include all fees (i.e. hazardous material handling, transportation and delivery, maintenance, re-qualification, and other industry related charges). No additional line items charges of any kind will be permitted.
20. All bid quotations must include freight charges and inside delivery to the Solvay Union Free School District specified and any installation costs, if applicable, except as otherwise stated in this invitation to bid. Quantities listed are estimates only. Actual quantities may be less or greater than listed.
21. Solvay Union Free School District reserves the right to reject any or all bids, to waive such informalities or to accept equivalent bids where it is determined to be in the best interest of the Solvay Union Free School District.
22. **Complaints:** Both Solvay Union Free School District and vendors will submit all complaints in writing to the appropriate party(s) within four (4) days of any occurrence. The Solvay Union Free School District Purchasing Office will maintain a file of all complaints that are submitted from both the vendor and Solvay Union Free School District.
23. All bid proposals shall be binding from June 28, 2021 to September 30, 2021, except where it is specifically excluded in writing by the bidder in the original bid submission.
24. **Buy Against Clause:** – Solvay Union Free School District may immediately purchase products in the open market if the awarded bidder fails to deliver within the time specified, or fails to make replacements of items deemed unacceptable by the district. Solvay Union Free School District reserves the right to authorize immediate purchase from other sources against late deliveries and rejections on any contract when necessary. On all such purchases the successful bidder(s) agrees to reimburse Solvay Union Free School District promptly, or deduct from the districts current balance owed, if applicable, for excess cost occasioned by such purchases. Should the cost be less, the successful bidder shall have no claim to the difference.
25. **Insurance** - Vendors shall maintain adequate insurance to protect them from all claims under the Workers' Compensation Act. If requested, a Certificate of Insurance shall be submitted verifying Liability and Commercial Automobile Insurance coverage.

26. **Material Data Safety Sheets (MSDS)** must accompany every shipment for all items having an established MSDS, as set forth by the New York State Right to Know Law enacted in 1970, and the Federal Hazard Communications Standard enacted in 1983. Vendors not supplying MSDS sheets may be declared an unresponsive bidder for future bids.
27. **Vendor's bid pricing must be one amount which is inclusive of all delivery, destination, dealer preparation, and NYS DMV & Inspection charges to Solvay Union Free School District as indicated in the bidding documents. No additional line item charges will be permitted.**
28. **Solvay Union Free School District is responsible for NYS Registration and Title fees & charges.**
29. **Any vehicle(s) ordered by bid participants will be delivered by the awarded vendor specifically to the participant location as listed in Appendix A of this document.**
30. **Vendors must provide and include with their bid submission, for each item they bid on, a copy of the "Window Sticker" for that vehicle showing detailed information on the features and options of that particular vehicle.**
31. **The awarded vendor will furnish one (1) operator's manual with each vehicle.**

**IRANIAN ENERGY DIVESTMENT CERTIFICATION**

**Pursuant to Section 103-g  
Of the New York State  
General Municipal Law**

- A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer 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 its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
  
- B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:
  - 1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
  - 2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Name

## **Bidder's Acknowledgement of Terms and Conditions**

The Board of Education reserves the right to award bids by total, group or individual items, whichever is in the best interest of the Solvay Union Free School District.

By signing below and submitting this bid for consideration by the Solvay Union Free School District, the vendor acknowledges that he/she has read, understood and agreed to all aspects of the General & Special Conditions, all appendices, the Iran Divestment Act and the Bidder's response sheet as presented without reservation or alteration. The bidder, bidder's affiliates, and any other agency that intercedes on the bidder's behalf also agrees to hold Solvay Union Free School District harmless and not responsible for any hardship that can or potentially could be caused, and subsequently impacts the bidder(s), as a result of this bid.

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Authorized Signature

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Print Name



## **Bidder's Instructions**

1. Read all documents contained in the bid specification package.
2. Bidders are responsible for submitting their bids to the appropriate location at, or prior to, the designated time in the Notice To Bidders. No bids will be accepted after that designated time. It is suggested, but not necessary, that overnight delivery services be used to submit bids. Delay in mail delivery is not an exception to the deadline for receipt of bids.
3. Bidders shall indicate on the envelope containing their sealed bid, the following information:

Name and number of bid

Date and time of bid opening

Your company's name and address

### **Vendors must return the following signed and dated documents with their bid proposal:**

- Bid Proposal Certifications / Non-Collusion Statement
- Bidder's Acknowledgement of Terms and Conditions Sheet
- Bidder's Response Sheet
- Bid Qualification Exclusions, if applicable

**APPENDIX A**

**Bid Participant & Delivery Addresses:**

**Solvay Union Free School District  
299 Bury Drive  
Syracuse, NY 13209  
Contact: Kevin VanBeveren – (315) 430-4361**

Purchase and Contact Information

**PURCHASE OF VEHICLES - 2019 OR NEWER MODEL YEARS**

**RFB-621-1**

**BIDS TO BE OPENED**

**June 21, 2021 at 10:00 A.M.**

**NAME OF BIDDER** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_

**CITY/STATE/ZIP** \_\_\_\_\_

**PHONE** \_\_\_\_\_ **FAX** \_\_\_\_\_

**Email** \_\_\_\_\_ **Web Site** \_\_\_\_\_

**Contact** \_\_\_\_\_

**Solvay Union Free School District**

**Physical Address: 299 Bury Drive, Syracuse, NY 13209**

**Mailing Address: P.O. Box 980, Syracuse, NY 13209**

**315-430-4361 Kevin VanBeveren, Director of Facilities**

**315-468-1111 Karen Henry, Assistant Superintendent for Business**

**APPENDIX B**

**Mailing Label** – Vendors may cut out and affix one of the mailing labels below to the outside of their envelope.

**Via US Mail –**

**Attention: Purchasing  
Solvay Union Free School District  
P.O. Box 908  
Syracuse, NY 13209**

**RFB-220-19 – PURCHASE OF VEHICLES**

**Bid Opening June 21, 2021, 10:00 a.m.**

**Via Federal Express – No PO Box**

**Attention: Purchasing  
Solvay Union Free School District  
299 Bury Drive  
Syracuse, NY 13209**

**RFB-220-19 – PURCHASE OF VEHICLES**

**Bid Opening June 21, 2021, 10:00 a.m.**

**Physical Address for Drop-Off ONLY – DO NOT SHIP TO THIS ADDRESS**

**Attention: Purchasing  
Solvay Union Free School District  
299 Bury Drive  
Syracuse, NY 13209**

**RFB-220-19 – PURCHASE OF VEHICLES**

**Bid Opening June 21, 2021, 10:00 a.m.**

**BIDDER'S EXCLUSIONS PAGE**

**Please list any and all exceptions to the bid term and conditions, if applicable. Return this page with your Bid Form. Attach additional pages, if necessary.**

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**AUTHORIZED SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

# BID FORM

NAME OF BIDDER \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY/STATE/ZIP \_\_\_\_\_

PHONE \_\_\_\_\_ FAX \_\_\_\_\_

Email \_\_\_\_\_ Web Site \_\_\_\_\_

Contact \_\_\_\_\_

## BID PRICE FOR RFB-621-1

BID ITEM A – HEAVY DUTY TRUCK \_\_\_\_\_ \$ \_\_\_\_\_

BID ITEM B – CARGO VAN \_\_\_\_\_ \$ \_\_\_\_\_