

**REQUEST FOR PROPOSAL:**

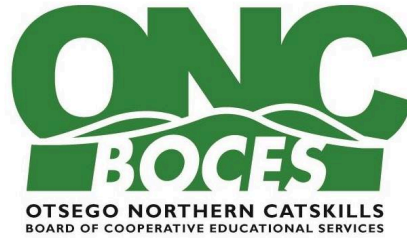
**CDL A Training Vehicles and Trailers – Two (2)**

**Bid Number: ONC2024-101**

**Date of Bid Opening: Tuesday, February 27, 2024 at 1:00 P.M.**

**Bid Contract Dates: March 21, 2024 to June 30, 2024**

**Otsego Northern Catskills BOCES  
Otsego Area Occupational Center  
1914 County Route 35  
Milford, NY 13807**



Otsego Northern Catskills Board of Cooperative Educational Services is based in the upper Susquehanna River Valley and the Northern Catskills Mountains.

People are the core of Otsego Northern Catskills BOCES. ONC BOCES administrators, program managers, faculty and staff are experts in their fields who build effective partnerships with our 19 component school districts. ONC BOCES focuses on ways to both lead and support our component school staff, students and communities. Our partnerships with school districts and our communities help us provide the best possible education for learners of all ages and abilities.

In addition to providing adult and continuing education, ONC BOCES assists its 19 component school districts with a wide range of educational and administrative services. ONC BOCES is anchored by campuses in Milford and Grand Gorge, which provide parallel programming to the 1660-square-mile area, as well as unique offerings to component districts and beyond.

## **SPECIAL TERMS & CONDITIONS**

### **NOTICE TO BIDDERS**

The Board of Cooperative Educational Services (BOCES), Otsego Northern Catskills, in accordance with Sections 103, 104b and 119-0 of General Municipal Law, hereby invites the submission of sealed bids for Bid number **ONC2024-101 for the purchase of two (2) CDL A Training vehicles and two (2) trailers for ONC BOCES.**

One copy of the bid in a **sealed envelope clearly marked CDL VEHICLE BID** must be received by **Tuesday, February 27, 2024 at 1:00 P.M.** EST at the ONC BOCES, Otsego Area Occupational Center located at 1914 County Route 35, Milford, NY 13807, at which time and place all bids will be publicly opened.

### **BID DISTRIBUTION – IMPORTANT NOTICE**

The Board of Cooperative Educational Services of Otsego Northern Catskills BOCES, hereinafter referred to as “ONC BOCES” or “BOCES”, officially distributes bidding documents through email and our website. Our website is [www.oncboces.org](http://www.oncboces.org). Bid documents obtained from any other source are not considered official documents and are not guaranteed to receive addendums, should such information need to be issued. Legal Ads for the notice of bids are published one time, in the Daily Star.

### **SCOPE OF WORK**

1. The attached bid specification sheet identifies the CDL A Training vehicles that Otsego Northern Catskills (ONC) BOCES wishes to purchase. Where a manufacturers’ name and model is listed, it is done as a quality standard and vehicles offered by the bidder should be equal to or better than the specified vehicles. If an alternate is offered, the bidder must specify and provide with the sealed bid any and all technical data regarding the alternates' quality and specifications. Alternates offered will be determined of equal value by a bid committee. The bid committee reserves the right to determine quality and compatibility with the BOCES requirements.
2. It is the responsibility of the vendor to accurately bid and provide items that meet the specifications set forth on the bid sheets.
3. All conditions set forth in the General Conditions are in effect unless specifically modified by the Special Terms and Conditions. All Special Terms and Conditions and the General Conditions become part of any contract entered into if any or all parts of the bid are accepted by ONC BOCES.

### **CONTRACT MANAGER**

1. Meghan Johnston  
Otsego Northern Catskills BOCES  
Otsego Area Occupational Center  
1914 County Route 35  
Milford, NY 13807  
[mjohnson@oncboces.org](mailto:mjohnson@oncboces.org)

## **CALENDAR OF EVENTS**

4. The anticipated schedule of events for this bid are as follows:

Board Approval to issue a bid	January 17, 2024
Legal Ad Publish Date	January 18, 2024
Date solicitation issued	January 19, 2024
Written Requests for Clarification due by	February 20, 2024 (7 days prior to bid opening)
Bid due date	February 27, 2024
Board Award	March 20, 2024
Initial Contract Term	March 21, 2024 – June 30, 2024

## **SPECIFICATIONS**

5. ONC BOCES is looking for two (2) CDL A day cab, single axle, tractor trailers that are a 2013 model year or newer. This vehicle will be used for CDL A driving instruction and must be equipped in accordance with the manufacturer's current standard manufacturing specifications, requirements, recommendations and options and will conform to all Federal and State regulations in effect at the time of delivery.
6. Two (2) trailers. One (1) step decktrailer with appropriate ramps to accommodate a heavy equipment load is preferred, and One (1) dry van box trailer, but others will be considered. Please specify what you will be providing on the bid price sheets.
7. The vehicles will have a clear ownership title and be complete with all the necessary operating components and accessories customarily furnished to the general public, or commercial market, whether stipulated herein or not; together with such modifications and attachments as may be necessary or specified to enable the vehicles to function reliably and efficiently, in sustained operation.
8. Certified or licensed new and used dealers will furnish one operator's manual with each vehicle. Optional equipment will be furnished as listed and specified in the manufacturer's specification book.
9. The BOCES requires two (2) sets of keys with each vehicle.
10. Certified or licensed new and used dealers must provide the warranty information on the bid pricing sheets, located in the Bidders Agreement section, Exhibits A6, Statement of Fees. As we are considering a used vehicle, warranty will be taken into consideration during the review and award phase of this bid. Manufacturer's standard warranty will apply, if available. The warranty period will begin on the date of delivery.
11. Bidders must be certified or licensed (authorized) new or used dealers and be able to provide authorized factory servicing.
12. All costs incurred by the bidders in preparation, estimating and submission of a response are the total responsibility of the bidders. All proposals and associated materials will become the property of the ONC BOCES.

13. Certified or licensed new and used dealers must provide vehicle specification sheets and literature of the vehicle(s) being offered in the bid.
14. The bidder will guarantee to meet all standards set forth in the specification sheet. The submission of a proposal will be construed as an indication that the bidder is fully informed as to the extent and character of the vehicle and equipment required and can furnish the vehicle and provide installation of the required equipment satisfactorily to the full extent of the specifications without any extras.
15. The vehicle and engine will comply with all regulations of the Environmental Protection Agency and NYS governing Control of Air Pollution for new motor vehicles and engines in effect on the date of manufacture.
16. Vendors will be responsible for reviewing all Awards provided to them, and responsible for correcting any errors in product numbers or issues found within 5 days after receipt of the bid awards.
17. The ONC BOCES in making an award does not guarantee or imply that a purchase will take place for the items listed within this bid.

### **VEHICLE SPECIFICATIONS**

18. General Description: To provide ONC BOCES with two (2) 2013 or newer day cab tractors and two (2) trailers, one (1) step decktrailer with appropriate ramps to accommodate a heavy equipment load and one (1) dry van box trailer to be utilized for CDL A training and as per specifications called for herein.

#### Minimum Specification:

- Two (2) - 2013 model year and newer day cab tractor
  - Manual Transmission
  - Cummins engine or comparable engine with 330-350 HP
  - Air Ride Cab w/ Air Ride Driver and Passenger Seat
    - Rear Leaf suspension is preferred
  - Drum Brakes
  - Auxillary trailer hand brake, either dash mounted or column mounted
  - An adjustable 5<sup>th</sup> wheel plate to accommodate different trailers
- Two (2) trailers. One (1) step deck trailer with appropriate ramps to accommodate a heavy equipment load is preferred, and one (1) dry van box trailer, but others will be considered. Please specify what you will be providing on the bid price sheets.

### **BID TYPE**

19. **At this time, ONC BOCES is looking for IMMEDIATE AVAILABILITY** – The vehicles offered must be available either on the dealer’s lot or by acquisition from another dealership and ready for delivery (preferably within 2 weeks from receipt of purchase order).

### **PRICING**

20. Pricing will be net including delivery to Otsego Northern Catskills BOCES, Otsego Area Occupational Center located at 1914 County Route 35, Milford, NY 13807, located in Otsego County, and will include all transportation costs, vehicle preparation, clean-up, any DOT and DMV inspection fees.

No charges will be allowed for federal, state, or municipal sales and excise taxes, for which BOCES is exempt.

21. The vehicle cost with options will be calculated using the **vehicle base price** plus any additional options then by adding any options priced using the MSRP Discount supplied by the vendor.
22. If extended warranties are available, the price should be outlined separately on the bid.
23. In the submitted bid, the certified or licensed new and used dealer must clearly state the delivery timeline. Bids without the delivery timeline clearly stated may be considered un-responsive and therefore disqualified.
24. Certified or licensed new and used dealers may provide a bid for more than one vehicle model that is currently on their lot, or available from another dealership. Additionally, they may offer additional bids for different trim levels or by other manufacturers that offer a similar vehicle that meets form, fit and function of the specification.
25. Certified or licensed new and used dealers may bid on one or all of the vehicles and equipment in this bid. You do not need to bid on both the vehicle and the trailers to be considered.
26. Any options which require installation, such costs will be included with all direct and indirect labor and overhead costs such as transportation, etc., and will be included in the bid price. The bidder will have no claim to any additional costs should the installation take longer than the bidder calculated. Products and/or services which are not specifically requested in the bid, but which are necessary to provide the functional capabilities of the vehicles as specified with all options, will be included in the bid.

#### **DELIVERY REQUIREMENT**

27. The unit shall be delivered completely assembled, serviced and ready to operate. Prior to delivery, the vehicles will be completely serviced by the dealership or by an authorized dealer of the manufacturer. The service will include not less than the following: Lubrication; wash; wheel alignment; wiring check; body condition; and all other tests and adjustments normally performed for proper and complete servicing of all new vehicles, including DOT and DMV inspections. It will be the certified or licensed new or used dealer's responsibility to ensure that all equipment is properly installed. The vehicles will be delivered fully equipped per the specifications, unless otherwise agreed to in writing by the BOCES. If the vehicles are delivered with minor deviations or improper servicing, the certified or licensed new or used dealer must arrange to have the work done within 48 hours of notification. Failure to correct any problems within a reasonable time frame will result in the certified or licensed new or used dealer being responsible for the expense of the servicing or repair by another dealer.

#### **AWARD METHOD**

28. The Otsego Northern Catskills Board of Cooperative Education Services will consider vehicle year, miles and warranty in addition to pricing and specification as part of the evaluation process. Based on the final comparison of all bids, an award will be made as will best promote the public interest. The ONC Board of Education reserves the right to reject any and all bids in whole or in part.

## **CONTRACT TERM**

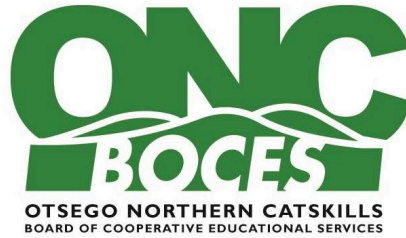
29. The bid will be for the 3 -month period beginning March 21, 2024 – June 30, 2024. Prices will remain firm for the entire bid period. The intent, if the pricing is within budgetary constraints, is to issue a purchase order immediately after the approval of the Board of Education which is expected to meet on March 20, 2024.

## **WARRANTY AND INSPECTION**

30. The manufacturer’s standard warranty will apply to new vehicles. The warranty period will begin on the date the vehicles are put into service. Therefore, a delayed warranty certification may be required at the time of delivery.
31. Used vehicle warranty must be provided on the attached bid sheets located in the Bidders Agreement section, Exhibit A-6 titled Statement of Fees. If extended warranties are available, please specify the coverage and period of time, along with the price.
32. Bidders must be certified or licensed new or used dealers and be able to provide authorized factory servicing. Bidders must supply with the bid a complete written warranty listing conditions and coverage along with the detailed duration of the warranty.
33. Any vehicles offered by a bidder may be subjected to a mechanic’s inspection and/or a test drive at any time during the bid process.
34. The vehicle(s) MUST BE INSPECTED (including DOT inspection, if applicable) before delivery, unless otherwise indicated.

## **PURCHASING**

35. All vendors must accept purchase orders in order to facilitate the sale. ONC BOCES is to be billed directly.
36. Payment terms are net 30 days from date of invoice.



## GENERAL CONDITIONS

All invitations to bid issued by the ONC Board of Cooperative Educational Services will bind successful bidders to the conditions and requirements set forth in these general conditions, and such conditions will form an integral part of each purchase contract awarded by ONC BOCES.

### **DEFINITIONS**

**“ONC BOCES”** will be the legal designation of the Otsego Northern Catskills Board of Cooperative Educational Services.

**“Invitation to Bid”** A formal statement, which, when issued by the ONC BOCES, constitutes an invitation to participate and bid on the materials, supplies and equipment described by the specifications.

**“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 the ONC BOCES representative.

**“Successful Bidder”** Any bidder to whom an award is made by the ONC BOCES.

**“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.

### **SECTION 1: INTRODUCTION**



- 1.1 The intent of the specifications is to provide responsible bidders' information for the purpose of obtaining firm pricing for commodities, equipment or services as outlined in the documents, as requested by BOCES.
- 1.2 A complete set of Bidding Documents must be utilized in preparing this bid and can be obtained by emailing ONC BOCES at [mjohnston@oncbores.org](mailto:mjohnston@oncbores.org) or by logging in to the ONC BOCES website at [www.oncbores.org](http://www.oncbores.org), as outlined under the Bid Distribution Notice located in the Special Terms section of this bid. ONC BOCES does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete bidding documents.
- 1.3 Where a manufacturer's name or a brand name and model is listed, it is done as a quality standard and alternatives offered by the bidder should be equal to or better than the specified item. If an alternate is offered, the bidder must so specify and provide with the sealed bid any and all technical data regarding the alternates' quality and specifications. Alternates offered will be determined of equal value by a bid committee. The bid committee reserves the right to determine quality and compatibility with BOCES requirements.
- 1.4 Any factual information contained in this bid is for informational purposes only and is subject to independent bidder verification.
- 1.5 All costs incurred by the bidders in preparation, estimating and submission of a response are the total responsibility of the bidders. All proposals and associated materials, excluding samples, will become the property of the Otsego Northern Catskills BOCES.
- 1.6 ONC BOCES reserves the right to select or reject all or part of any proposal submitted and reserves the right to waive response informalities and accept clarifications or revisions as needed.

## **SECTION 2: BID RESPONSES AND SUBMISSION**

- 2.1 Faxed or emailed bids are not acceptable and will not be considered.
- 2.2 Sealed or electronic bid submissions will be accepted.
- 2.3 The bidder will express any concerns about or requests for clarification of interpretation of the bidding documents in writing, to ONC BOCES, [mjohnston@oncbores.org](mailto:mjohnston@oncbores.org) no later than seven (7) days prior to the bid opening date. The request will state clearly and in detail the basis for any such concern or request. The request will be sent by email. Bidders will not be allowed to take advantage of any errors or omissions in the specifications.
- 2.4 The bidder is required to submit Exhibits A, A1 through A10 along with the Bid Sheet and any additional corresponding attachments. Each bid will include the following:
  - A-1. Bidders Agreement Form – Signed
  - A.2. Bidders Contact Sheet
  - A-3. Non-Collusion Affidavit
  - A-4. Iran Divestment Act Certificate
  - A-5. Bidders Statement on Sexual Harassment
  - A-6. Statement of Fees
  - A-7. Addendum Acknowledgement if applicable
  - A-8. Additional Document Summary

### **Sealed Bids:**

- 2.5 Sealed bids will be received via mail, postal, shipping carrier or hand delivered to ONC BOCES located at 1914 County Route 35, Milford, NY 13807 in an envelope, clearly marked "Sealed Bid" with the bid name and number, no later than the date and time specified under the Notice to Bidders (page 3).
- 2.6 For Sealed Bid submissions Bidders will supply signed hard copies of their completed bid forms and the bid sheet in a sealed envelope.

### **SECTION 3: BIDS**

- 3.1 The date, time and place of the bid opening are provided under the Notice to Bidders on this document and on the cover page.
- 3.2 All bids will be submitted on the bid forms that are provided by ONC BOCES along with signed hard copies of all the required bid documents. ***The bidder will not change or provide the bid sheets in a different format than the one provided with the bid documents.***
- 3.3 All bids must be in a sealed envelope, clearly marked "SEALED BID." The name of the bid and bid number must appear on the envelope as indicated under the Notice to Bidders in the Special Terms section. Bids must not be attached to or enclosed in packages containing bid samples.
- 3.4 ***All bids received after the time stated in the Notice to Bidders will not be considered.*** The bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of the BOCES. Whether sent by mail or by means of personal delivery, the bidder assumes responsibility for having their bid deposited on time at the place specified.
- 3.5 In the event that the ONC BOCES office is closed due to unforeseen circumstances on the scheduled day of the bid opening, the bid submission deadline will be automatically rescheduled for the same time; on the next day that ONC BOCES Office is open.
- 3.6 The submission of a bid proposal 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, equipment or services satisfactorily in complete compliance with the specifications.
- 3.7 Illegible or vague bids may be rejected. Facsimile, printed or typewriter signatures are not acceptable.
- 3.8 **No charges will be allowed for Federal, State or municipal sales and excise taxes since ONC BOCES is exempt from such taxes. The price bid will be net and will not include the amount of any such tax.**
- 3.9 If an alternate is offered, the bidder guarantees that any and all alternates offered will be equal to the original specified item and will be directly compatible with any components that the original specification would be compatible with, without exceptions. When an alternate item is offered, the bidder should supply a sample. Please be aware that if samples are not received the Bid Committee may not be able to determine if the items offered, meet the specifications, which in turn may be a determining factor in the awarding of an item or the entire bid. We do not require a case sample, one item is sufficient for testing of a sample.
- 3.10 No interpretation of the specifications or other contract document will be made to any bidder verbally. Every request for such interpretation should be in writing, addressed or emailed to the BOCES, no later than seven days (7) prior to the opening date for the bid. Notice of any and all

such interpretations and any supplemental instructions will be sent to all bidders of record in the form of addendum and will become a part of the contract documents.

- 3.11 The bidder agrees to save, defend, keep harmless and indemnify the BOCES, and all its agents from any and all claims, however caused, resulting from or in any way connected with the awarded bidder's performance of the contract or arising out of each and any product defect or failure.

#### **SECTION 4: PRICING**

- 4.1 **Price inserted will be net and will include all delivery, handling and freight charges**, to BOCES.
- 4.2 All pricing must be valid and honored for the duration of the contract.
- 4.3 Otsego Northern Catskills BOCES reserves the right to increase or decrease the quantities specified on this bid and to reject, for cause, any bid in whole or in part if in its judgment the best interests of the BOCES.

#### **SECTION 5: BID EVALUATION AND AWARDS**

- 5.1 The ONC of Cooperative Education Services will consider vehicle year, miles and warranty in addition to pricing and specification as part of the evaluation process. Based on the final comparison of all bids, an award will be made as will best promote the public interest. The ONC Board of Education reserves the right to reject any and all bids in whole or in part.
- 5.2 If two or more bidders submit identical bid prices on the same item, the decision of the board to award a contract to one of such identical bidders will be final. (General Municipal Law, Sec.103, Sub. 1)
- 5.3 ONC BOCES Board of Education reserves the right to reject all bids. ONC BOCES reserves 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 ONC BOCES.
- 5.4 ONC BOCES reserves the right to compare bid prices and purchase items from New York State contracts, other County contracts, or New York State Preferred Sources within its discretion, if such items can be obtained on the same terms, conditions, specifications, and at a lower price and if it is in the best interest of the BOCES pursuant to General Municipal Law 103.
- 5.5 Award notification will be made to the successful bidder(s) within forty-five (45) days from the date of bid opening. All awards are subject to approval by ONC BOCES. The formal award of the bid will take place the day following the next Board of Education meeting.
- 5.6 The successful bidder's submittal, when accepted by the BOCES either by formal letter of acceptance or Purchase Order, will legally constitute acceptance and therefore, be subject to all the terms and conditions of the bid documents. Any and all ambiguities in bid documents, bid awards, contracts or related documents, including tariffs, will be construed in favor of BOCES.
- 5.7 The successful bidder will not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of the BOCES.
- 5.8 Bidders will not ship or deliver any item until receipt of a valid purchase order from ONC BOCES.

#### **SECTION 6: BID REJECTIONS AND DISQUALIFICATION OF BIDDER**

- 6.1 Any one or more of the following, among others, may be considered sufficient for the disqualification of a bidder and the rejection of a bid:
  - a. Failure to satisfy the submittal requirements of the bid.
  - b. Evidence of collusion among bidders.
  - c. Illegible or vague bids.
  - d. Lack of responsibility as shown by past work, reference, or other factors.
  - e. Default or termination of other contracts or agreements.
  - f. Other causes as deemed appropriate at the Board's sole and absolute discretion.
  - g. Debarment
- 6.2 Late Bids - All bids received after the time stated on the cover page and in the "Notice to Bidders," or the bid submission deadline as modified by formal addendum, will not be considered and will be returned to the bidder at their expense. The bidder assumes the risk of any delay in the mail. Whether sent by mail or by means of personal delivery, the bidder assumes responsibility for having their bid deposited on time, at the place specified. The date/time stamp in the Purchasing Office will be utilized in all cases to determine the official time of receipt.
- 6.3 No faxed, electronic, verbal, telegraphic or telephonic bids will be considered.
- 6.4 Damaged/ Illegible Bids - The BOCES is not responsible for any bid or portion of a bid submittal that has been damaged or destroyed while in transit to the BOCES. Bidders should take the necessary precautions to ensure that their submission is received intact. Illegible bid documents will be rejected for cause.
- 6.5 Irregular Bids - Bids will be considered irregular and will be subject to rejection for the following reasons:
  - a. If the bid is on a form other than that furnished by ONC BOCES, or, if any of the BOCES forms are altered in any way.
  - b. If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind which make the bid incomplete, indefinite, or otherwise ambiguous.

## **SECTION 7: CONTRACT**

- 7.1 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 will constitute a contract between the successful bidder and the BOCES. Contract will bind the successful bidder on their part to furnish and deliver at the prices and in accordance with the conditions of this bid.
- 7.2 Mailing or emailing the notice of award or a purchase order to a successful bidder, to the address given in the bid, will be considered sufficient notice of acceptance of contract.
- 7.3 Cancellation of contract for any reason may result in removal of the successful bidder's name from the mailing list for future proposals for an indeterminate period.

## **SECTION 8: PURCHASING**

- 8.1 No items are to be shipped or delivered until receipt of an official purchase order from the ONC BOCES.

## **SECTION 9: DELIVERY REQUIREMENTS**

- 9.1 Delivery will be made in accordance with the instructions to bidders and specifications. If delivery instructions do not appear on the purchase order, it will be interpreted to mean prompt delivery.
- 9.2 Deliveries will be made between the hours of 8:30 A.M. and 3:30 P.M. Monday through Friday, excluding holidays, except commodities required for daily consumption or where the delivery is for an emergency.
- 9.3 The successful bidder will be responsible for delivery of items in good condition to the point of destination. All deliveries must be accompanied by a delivery or packing slip. The slips will contain the following information for each item delivered:
  - ✓ Purchase Order Number
  - ✓ Description of Item
  - ✓ Vendor Name
  - ✓ BOCES/Customer Name
  - ✓ BOCES Requestor
- 9.4 The successful bidder will supply all guarantees, service warranties, and manuals where applicable.

#### **SECTION 10: DAMAGED OR INCORRECT SHIPMENTS**

- 10.1 When materials, equipment, or supplies are rejected, they must be removed by the successful bidder from the premises of the BOCES within ten (10) days of notification. Rejected items left longer than ten (10) days will be regarded as abandoned, and BOCES will have the right to dispose of them as its own property.

#### **Section 11: INVOICING**

- 11.1 The bid price will be reflected on the invoice, and there will be no additional charges incurred by the BOCES; such as finance charges, delivery, freight, shipping, handling, etc. If extended warranties are available, the net prices will be outlined separately. No fuel surcharges are permitted.

#### **SECTION 12: PAYMENTS**

- 12.1 The BOCES will make payment only after receipt and acceptance of the product(s) ordered.
- 12.2 Vendor invoices will show the purchase order number and will be mailed to the BOCES as indicated on the purchase order.
- 12.3 The vendor's invoice will state any prompt payment discounts available.
- 12.4 ONC BOCES is exempt from federal, state, and municipal sales/excise taxes. Therefore the bid price will not include any such taxes.

#### **SECTION 13: MODIFICATION AND WITHDRAWAL OF BIDS**

- 13.1 Bids may be modified or withdrawn at any time prior to the opening of bids by an appropriate document duly executed (in the manner that a bid must be executed) and delivered to the place where bids are to be submitted.

- 13.2 Bids cannot be altered or amended after the submission deadline. Any interlineation, alteration or erasure made before opening time must be initiated by the authorized signer of the bid, guaranteeing authenticity.
- 13.3 If prior to awarding of the bid or within three days after opening, whichever period is shorter, any bidder files a duly signed written notice with the BOCES and promptly thereafter demonstrates to the reasonable satisfaction of the BOCES, that there was a material and substantial mistake in the preparation of its bid, that bidder may withdraw its bid in its entirety without penalty.

#### **SECTION 14: WARRANTIES**

- 14.1 The successful bidder will warrant that all product(s) will conform to the proposed specifications, drawings, descriptions listed in the RFB, sample(s) furnished by bidder, if any, and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title. The successful bidder will not limit or exclude any implied warranties and any attempt to do so may render that awarded contract void at the option of the BOCES. In case of conflict between specifications, drawings and descriptions, the specifications will govern.
- 14.2 Safety Warranty - The successful bidder warrants that the product(s) offered will conform to the standards declared by the U.S Department of Labor under the Occupational Safety and Health Act of 1970, as amended. In the event the product(s) does not conform to OSHA standards, BOCES may require the product(s) to be redone at no additional expense to the BOCES.
- 14.3 In the event the successful bidder fails to make the appropriate correction within a reasonable time, any corrections already made by the BOCES will be at the successful bidder's expense.

#### **SECTION 15: GUARANTEES BY THE SUCCESSFUL BIDDER**

- 15.1 The successful bidder guarantees:
- a. The product against defective material or workmanship and to repair or replace any damages or marring occasioned in transit.
  - b. Carry adequate insurance to protect the BOCES from loss in case of accident, fire, theft, etc.
  - c. Every unit delivered will be guaranteed against faulty material and workmanship for a period of at least one year from the date of delivery. If during this period such faults develop, the successful bidder agrees to replace the unit or the part affected without cost to the BOCES. Any merchandise provided under the contract, which is or becomes defective during the guarantee period, will be replaced by the successful bidder free of charge with the specific understanding that all replacements will carry the same guarantee as the original equipment. The successful bidder will make any such replacement immediately upon receiving a request from the BOCES.
  - d. If applicable, all electrical items will bear the label of the (UL listed) 'Underwriters' Laboratories, Inc. All products provided under this contract will be free from defects and damage. Should any product be received in inferior condition, such as damaged or defective, the successful bidder agrees to replace the unit(s) without any cost incurred to BOCES.

#### **SECTION 16: FORCE MAJEURE**

- 16.1 The successful bidder will not be held responsible for any losses resulting if the fulfillment of the terms of the contract will be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any other acts not within control of the successful bidder and which by the exercise of reasonable diligence they were unable to prevent.

## **SECTION 17: INSURANCE REQUIREMENTS**

- 17.1 The awarded contractor guarantees to furnish adequate protection insurance for damage to buildings, grounds and/or equipment arising out of the performance of the Contractor, his subcontractors or their respective employees, and/or agents in connection with the furnishing and delivery of this contract. The bidder agrees to save, defend, keep harmless and indemnify the BOCES, and all its agents from any and all claims, however caused, resulting from or in any way connected with the awarded bidder's performance of the contract. Certificates of insurance may be requested at any time.
- 17.2 Insurance Requirements during the performance and up to the date of final contract usage, the Contractor must maintain insurance of Bodily Injury and Property Damage. The Contractor understands and acknowledges that ONC BOCES normally requests certain insurance coverage to protect the public for injuries or damages arising out of negligence.
- 17.3 Bidders will provide the name of the insurance carrier for General Liability and Automobile Liability insurance on the provided Bidders Agreement sheet. The bidder understands and acknowledges that the BOCES normally request and secure certain insurance coverage to protect the public for injuries or damages arising out of negligence.
- 17.4 Each Contractor to carry adequate insurance coverage with a company or companies acceptable to the BOCES. The BOCES fully understands that no insurance policy of any company licensed to do business in the State of New York is all encompassing in coverage or limit of liability.
- 17.5 Minimum Limits of Coverage - Coverage will be at least to the following minimum limits. If the Contractor has or obtains primary and umbrella excess policies, there will be no gap between them. The Contractor will provide certificates evidencing that the coverage and limits as outlined herein, are in force and will remain in force, except that a minimum of thirty (30) days prior written notice will be given of any non-renewal, cancellation or substantive change in the coverage or the limits. The awarded contractor will maintain the following insurance for the duration of the bid award contract period.

<u>Liability For:</u>	<u>Limits:</u>
General Liability	\$1,000,000 each Occurrence / \$2,000,000 Aggregate
Property Damage	\$1,000,000 each Occurrence / \$2,000,000 Aggregate
Bodily Injury	\$1,000,000 each Occurrence / \$2,000,000 Aggregate
Personal Injury	\$1,000,000 each Occurrence / \$2,000,000 Aggregate
Commercial General Liability	\$1,000,000 each Occurrence / \$2,000,000 Aggregate
Automobile Liability	\$1,000,000 each Occurrence / \$1,000,000 Aggregate

## **SECTION 18: WORKMAN'S COMPENSATION**

- 18.1 The awarded contractor will maintain, during the duration of this contract, sufficient workman's compensation coverage on its employees, including Employer's Liability coverage with minimum limits of \$1,000,000 in order to conform to the requirements of the laws of New York. Proof of insurance must accompany the bid.

## **SECTION 19: NON-APPROPRIATIONS CLAUSE**

- 19.1 In accordance with New York State General Municipal Laws (GML Section 109-b) the BOCES will not be liable for any purchases or contracts for goods or services for which funding is not available.
- 19.2 This contract will be deemed executory only to the extent of the monies appropriated and available for the purpose of the contract, and no liability on account therefore will be incurred by

the BOCES beyond the amount of such monies. Neither the full faith and credit nor the taxing power of the BOCES is pledged to the payment of any amount due or to become due under such contract. 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.

- 19.3 Issuance of a purchase order by ONC BOCES indicates that ONC BOCES currently has and has set aside adequate funds to procure the goods and services indicated in the purchase order or contract.
- 19.4 Pursuant to the Commissioner of Education's Regulation 170.3(f)(7), as a result of the withdrawal of requests for the service program which make use of the equipment under this contract, the BOCES may elect to cancel this contract during any year throughout the term of this contract.

#### **SECTION 20: CONFLICT OF INTEREST**

- 20.1 No public official from the State of New York, Counties of Delaware and Otsego or any local governmental unit located within the above counties will have interest in the Agreement.

#### **SECTION 21: DISPUTE RESOLUTION**

- 21.1 The parties hereto shall initially attempt to resolve all claims, disputes or controversies arising under, out of or in connection with this Agreement by conducting good faith negotiations amongst themselves. Any dispute arising in connection with the interpretation and performance of the provisions of will be resolved by the Parties in good faith through negotiations. During this period, the parties shall make good faith efforts to amicably resolve the claim, dispute or controversy. In case no resolution can be reached by the Parties within thirty (30) days, then negotiations between senior executives of the BOCES and the supplier, with authority to settle the dispute will commence.

#### **SECTION 22: LITIGATION**

- 22.1 In the event either party is involved in any litigation brought in reference to this contract, the laws of New York will be used to address any conflict. Any lawsuits brought against the Bidder or the BOCES will have a venue in Otsego County, New York.

#### **SECTION 23: ETHICS**

- 23.1 The bidder will not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the BOCES. Any contact between a bidder and BOCES employees, board members, other than with the ONC BOCES Purchasing Agent, will be grounds for disqualification.
- 23.2 Each bidder must state that no member of the participating boards of education, or any officer, or employee thereof, is directly or indirectly interested in the proposal.

#### **SECTION 24: COMPLAINTS**

- 24.1 A variance sheet will be filed, by the BOCES, for items shipped which may deviate from specification. That deviation from specification can be considered a physical noncompliance of a product or a problem affecting delivery and condition of a product.

#### **SECTION 25: NON-PERFORMANCE, DEFAULT AND TERMINATION**



- 25.1 In the event an awarded Vendor should default in any obligations or conditions set forth in this contract, the BOCES will notify the Vendor of such default in writing within ten (10) days. Within seven (7) days of the date of the notice of default from the BOCES, the Vendor will acknowledge in writing receipt of the notice of default and will outline the steps the Vendor will take to correct such default. The Vendor will then have ten (10) days to remedy the situation to the satisfaction of BOCES. The BOCES may additionally proceed at law to recover damages for such default and to secure and enforce any rights accruing to it under any applicable law by reason of such default.
- 25.2 In the event the Vendor fails to correct the situation within the time specified. The BOCES will have all rights to terminate the contract with 30 days written notice. If the contract is terminated upon default, the BOCES may obtain the required services to complete the project from another vendor. The BOCES reserves the right to authorize immediate purchases from other sources against any terminated contract. On all such purchases the awarded Vendor agrees to reimburse the BOCES promptly for excess cost above the awarded bid price caused by such purchases. Should the cost be less, the successful bidder will have no claim to the difference. Such added purchases may be deducted from any contract payment owed to the original awarded Vendor, for this reason all outstanding payments owed to the original Vendor will be held until the project is completed. The BOCES may additionally proceed at law or in equity to recover damages for such default, and to secure and enforce any rights accruing to it under any applicable law by reason of such default.
- 25.3 No-Fault termination – ONC BOCES has the right to terminate the contract, in whole or in part, at any time in its sole discretion, if it is determined that such termination is in the best interest of the BOCES.

#### **SECTION 26: NON-COLLUSION**

- 26.1 The bidder must sign and submit the Non-Collusion form certifying that their offer has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the opening date of this bid.

#### **SECTION 27: IRANIAN DIVESTMENT DOCUMENTS**

- 27.1 Each bidder must certify that it is not on the list of entities engaged in investment activities in Iran created pursuant to State Finance Law (section 165-a). In any case where the bidder cannot certify that they are not on such a list, the bidder will state and will furnish with the bid or proposal a signed statement which sets forth in detail the reasons why such a statement cannot be made.

#### **SECTION 28: NEW YORK SEXUAL HARASSMENT LAWS:**

- 28.1 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 will, at a minimum, meet the requirements of section two hundred one-g of the NYS labor law. A model policy and training has been created by the NYS Department of Labor and can be found here:  
<https://www.ny.gov/programs/combating-sexual-harassment-workplace>.

#### **SECTION 29: DEBARMENT:**

29.1 By signing the agreement to the conditions and stipulation of this bid, the bidder also certifies that neither it nor any of its principals (e.g., key employees) have been proposed for debarment, debarred, or suspended by a Federal agency as set forth in the non-procurement debarment and suspension regulations (7CFR Part 3017) issued January 30, 1989 (54 FR 4722).

ONC BOCES Vehicle Bid ONC2024-101 for two (2) CDL A Training vehicles and two (2) trailers.

The bidder acknowledges, by submission of a bid, that they have carefully read the Request for Bid and understands the specifications requested and agree to all conditions and stipulations contained herein and on the enclosed General Conditions.

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

Printed Name: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_

Company: \_\_\_\_\_ Fax #: (\_\_\_\_) \_\_\_\_\_

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

\_\_\_\_\_

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

Website: \_\_\_\_\_

**EXCEPTIONS TO CONTRACT TERMS AND CONDITIONS**

Any exceptions to the bid conditions must be listed below. Exceptions listed anywhere else in the bid will make those exceptions null and void. Exceptions to any and all bid conditions may be taken into consideration by the bid committee and may result in the bid being considered unresponsive and thus rejected.

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

**NOTARY**

State of \_\_\_\_\_  
County of \_\_\_\_\_

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_ Notary Public

**EXHIBIT A-2**

**BIDDERS CONTACT SHEET**

**ONC BOCES Vehicle Bid ONC2024-101 for two (2) CDL A Training vehicles and two (2) trailers.**

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

Address (for purchase orders to be sent to): \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ Contact person for ordering.

\_\_\_\_\_ Phone number for ordering.

\_\_\_\_\_ E-mail Address - REQUIRED

\_\_\_\_\_ Website Address, if available

**Bidders Return Policy:**

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

**MWBE Participation:**

The ONC BOCES encourages the participation of MWBE companies in all bids as a means to promote business equality. As a tool to track our MWBE efforts, please fill out the related question on the bidder's response page.

Are you a Minority or Women Owned Business (MWBE)?  Yes  No

**EXHIBIT A-3**

**NON-COLLUSION CERTIFICATION**

**Firm Name** \_\_\_\_\_

**Address** \_\_\_\_\_

**Telephone #** \_\_\_\_\_ **FAX #** \_\_\_\_\_ **Date** \_\_\_\_\_

**General Bid Certification**

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

**Non-Collusive Bidding Certification**

By submission of this bid proposal, the vendor certifies that they are 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, will contain the following statement subscribed by the vendor and affirmed by such vendor as true under the penalties of perjury: Non-collusive bidding certification.

(a) By submission of this bid, each vendor and each person signing on behalf of any vendor 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 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 vendor 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 vendor prior to opening, directly or indirectly, to any other vendor or to any competitor; and
- (3) No attempt has been made or will be made by the vendor 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 will not be considered for award nor will any award be made where (a)(1)(2) and (3) above have not been complied with; provided however, that if in any case the vendor cannot make the foregoing certification, the vendor will so state and will 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 will not be considered for award nor will 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 disclosing competition.

- (1) The fact that a vendor (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication or 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 one (a).
- (2) Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate vendor for work or services performed or to be performed, or goods 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 one of the section, will be deemed to have been authorized by the board of directors of the vendor, and such authorization will 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.

\_\_\_\_\_ Signature (Authorized)

\_\_\_\_\_ Name (printed)

\_\_\_\_\_ Title

***THIS FORM MUST BE COMPLETED AND RETURNED AS PART OF YOUR SEALED BID PACKET.***

**EXHIBIT A-4**

**CERTIFICATION OF COMPLIANCE  
WITH THE IRAN DIVESTMENT ACT**

**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 and General Municipal Law section 103-g.
- B. A Bid/Proposal will not be considered for award, nor will 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 will so state and will furnish with the bid a signed statement which sets forth in detail the reasons therefor. 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:
- 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
  - 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 will be made in writing and will be a public document.

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

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

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

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

**Authorized Company Signing Agent:**

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
(Printed Clearly)

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

**THIS FORM MUST BE COMPLETED AND RETURNED AS PART OF YOUR SEALED BID PACKET.**

**EXHIBIT A-5**

**DECLARATION AND CERTIFICATION  
NEW YORK SEXUAL HARASSMENT LAWS**

The undersigned declares that he/she has examined the Notice, Information, Specifications and Proposal and will furnish said and offered services in compliance with the same for the price set forth.

**NEW YORK STATE SEXUAL HARASSMENT LAWS**

By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal each party thereto, certifies as to its own organization, under penalty of perjury, that the proposer 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 will, at a minimum, meet the requirements of section two hundred one-g of the NYS labor law. A model policy and training has been created by the NYS Department of Labor and can be found here:

<https://www.ny.gov/programs/combating-sexualharassment-workplace>

Federal Tax ID Number: \_\_\_\_\_

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Company

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

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

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
Fax Number

**THIS FORM MUST BE COMPLETED AND RETURNED AS PART OF YOUR SEALED BID PACKET.**

**STATEMENT OF FEES**

**ONC BOCES Vehicle Bid ONC2024-101 for CDL A Tractor**

The vehicle supplied shall be a 2019 model year or newer, and equal in style, quality and appointments to those offered to the general public. The vehicle shall be supplied with all accessories as considered standard equipment for make and model specified. When possible, all equipment and options are to be factory installed. If equipment or options are not available factory installed, dealer installed equipment may be acceptable if acceptable to the manufacturer of the vehicle bid. Bidders must specify those items which will be dealer installed.

**Product Requested – 2019 or newer Day cab, single axle tractor trailer**

**First vehicle description bid on:**

**Year:** \_\_\_\_\_ **Make:** \_\_\_\_\_ **Model:** \_\_\_\_\_  
**Odometer:** \_\_\_\_\_ **Lead-time:** \_\_\_\_\_ **VIN:** \_\_\_\_\_

**Please provide exact specifications for the vehicle you are bidding on.**

**Vehicle Bid Price:** \_\_\_\_\_ \$ \_\_\_\_\_  
(Written amount) – This amount prevails if discrepancy (Numeric amount)

**Manufacturer’s Warranty:**

**Term:** \_\_\_\_\_ **Price:** \$ \_\_\_\_\_

**Dealership Used Vehicle Warranty:**

**Term:** \_\_\_\_\_ **Price:** \$ \_\_\_\_\_

**Optional Extended Warranty Price Information:**

**Term:** \_\_\_\_\_ **Price:** \$ \_\_\_\_\_

**Provide or attach any additional vehicle information such as vehicle specification and warranty coverage:**

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



\_\_\_\_\_  
Authorized Agent of Company (Print)

\_\_\_\_\_  
Signature

**EXHIBIT A-6.1**



**ONC BOCES Vehicle Bid ONC2024-101 for CDL A Tractor**

The vehicle supplied shall be a 2013 model year or newer, and equal in style, quality and appointments to those offered to the general public. The vehicle shall be supplied with all accessories as considered standard equipment for make and model specified. When possible, all equipment and options are to be factory installed. If equipment or options are not available factory installed, dealer installed equipment may be acceptable if acceptable to the manufacturer of the vehicle bid. Bidders must specify those items which will be dealer installed.

**Product Requested – 2013 or newer Day cab, single axle tractor trailer**

**Second Vehicle description Bid on:**

**Year:** \_\_\_\_\_ **Make:** \_\_\_\_\_ **Model:** \_\_\_\_\_

**Odometer:** \_\_\_\_\_ **Lead-time:** \_\_\_\_\_ **VIN:** \_\_\_\_\_

**Please provide exact specifications for the vehicle you are bidding on.**

**Vehicle Bid Price:** \_\_\_\_\_ \$ \_\_\_\_\_  
(Written amount) – This amount prevails if discrepancy (Numeric amount)

**Manufacturer’s Warranty:**

**Term:** \_\_\_\_\_ **Price:** \$ \_\_\_\_\_

**Dealership Used Vehicle Warranty:**

**Term:** \_\_\_\_\_ **Price:** \$ \_\_\_\_\_

**Optional Extended Warranty Price Information:**

**Term:** \_\_\_\_\_ **Price:** \$ \_\_\_\_\_

**Provide or attach any additional vehicle Information such as vehicle specification and warranty coverage:**

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

\_\_\_\_\_  
Authorized Agent of Company (Print)

\_\_\_\_\_  
Signature

**EXHIBIT A-6.2**

**STATEMENT OF FEES**

**ONC BOCES Vehicle Bid ONC2024-101 for CDL A Trailer**

Two (2) trailers. One (1) step decktrailer with appropriate ramps to accommodate a heavy equipment load is preferred, and One (1) dry van box trailer, but others will be considered. Please specify what you are bidding on. The trailers shall be supplied with all accessories considered standard equipment for make and model specified.

**Product Requested – Two (2) Trailers:**

**First Trailer description Bid on:**

Year: \_\_\_\_\_ Make: \_\_\_\_\_ Model: \_\_\_\_\_

Odometer: \_\_\_\_\_ Lead-time: \_\_\_\_\_ VIN: \_\_\_\_\_

Please provide exact specifications for the vehicle you are bidding on.

Vehicle Bid Price: \_\_\_\_\_ \$ \_\_\_\_\_  
(Written amount) – This amount prevails if discrepancy (Numeric amount)

**Second Trailer description Bid on:**

Year: \_\_\_\_\_ Make: \_\_\_\_\_ Model: \_\_\_\_\_

Odometer: \_\_\_\_\_ Lead-time: \_\_\_\_\_ VIN: \_\_\_\_\_

Please provide exact specifications for the vehicle you are bidding on.

Vehicle Bid Price: \_\_\_\_\_ \$ \_\_\_\_\_  
(Written amount) – This amount prevails if discrepancy (Numeric amount)

**Warranty:**

Term: \_\_\_\_\_ Price: \$ \_\_\_\_\_

**Optional Extended Warranty Price Information:**

Term: \_\_\_\_\_ Price: \$ \_\_\_\_\_

Authorized Agent of Company (Print)

Signature

**EXHIBIT A-7**

**Addenda Acknowledgment**

**ONC BOCES Vehicle Bid ONC2024-101 for Two (2) CDL A Tractors**

The bidder acknowledges the acceptance of all addenda's listed below as issued by the BOCES cooperative purchasing office. In the event that no addendums have been issued in accordance with this bid document, bidder will indicate it with the notation of N/A.

The bidder further acknowledges the inclusion of said addenda's to the original bid documents and therefore binding in the agreement of the bidder with the BOCES.

Addendum Number

Date Received

Authorized Signature

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The following documents are required to be submitted with every bid.

1. **Proof of Workers Compensation insurance. All bidders must submit proof of workers compensation at time of bid submission.**
2. **Current W-9**
3. **Proof of Non-Collusion Certification, Certification of Compliance with the Iran Divestment Act, and Declaration and Certification of NY Sexual Harassment Laws.**
4. **Vehicle Specifications**
5. **Trailer Specifications**
6. **Warranty Information**