



Purchasing Office
 201 Sunrise Highway
 Patchogue, New York 11772
 Phone: (631) 687-3160
 Fax: (631) 289-2327
 E-mail: Iconley@esboces.org

To: Bidders

From: Laurie Conley, CPPB - Purchasing Administrator 

Re: Bid Package for ESBOCES Bid #18-03-0425: Produce

We would be pleased to receive your proposal in accordance with the instructions set forth. In order to receive consideration, proposals must be submitted to the Purchasing Office at the above address no later than 11:00 A.M. on April 25, 2017. Specifications and bid forms may be downloaded at: www.empirestatebidsystem.com.

Attachments

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Important Notice – Bid Distribution:

ESBOCES officially distributes bidding documents from the Purchasing Office or through the Bid Notification System. Copies of bidding documents obtained from any other source are not considered official copies. Only those vendors who obtain bidding documents from either the ESBOCES Purchasing Office or the Empire State Bid Notification System are guaranteed to receive addendum information, if such information is issued.

If you have obtained this document from a source other than the ESBOCES Purchasing Office or the Empire State Bid Notification System, ESBOCES will not guarantee the integrity of the document. It is recommended that you obtain an official copy from the ESBOCES Purchasing Office or through the above referenced Bid Notification System.

Note: The proposal of each bidder shall contain the certification to non-collusive bidding as set forth in section 103-d of the General Municipal Law included in the specifications. The vendor must be in strict compliance with this requirement. Filing of Affidavit of Disclosure is mandatory when submitting your bid for this project. The ESBOCES reserves the right to reject any and all proposals and to accept any proposal or proposals as submitted, or as modified, which in the opinion of the undersigned will be in the best interests of the ESBOCES.

The following Notice to Bidders was / will be published in the official newspapers of ESBOCES on April 11, 2017.

Notice to Bidders

The Board of Cooperative Educational Services, First Supervisory District of Suffolk County (in accordance with Section 103 of Article 5A of the General Municipal Law) hereby invites the submission of sealed bids for the following:

Bid #18-03-0425: Produce

Bids will be received until 11:00 A.M., April 25, 2017, at the Office of the Board of Cooperative Educational Services, First Supervisory District of Suffolk County, 201 Sunrise Highway, Patchogue, New York 11772, at which time and place all timely bids will be publicly opened. Bid packages may be obtained at the same office daily from 9:00 A.M. to 3:00 P.M., except Saturdays, Sundays, and Holidays or at www.empirestatebidsystem.com

The Board of Cooperative Educational Services, First Supervisory District of Suffolk County, reserves the right to reject any or all bids, or to accept part of any bid.

By: Fred Langstaff, Clerk

General Terms and Conditions

Invitations to bid issued by ESBOCES will bind all Successful Vendors to the terms and conditions set forth in these General Terms and Conditions, Specifications and Bid Forms and such terms and conditions shall be an integral part of each Bid awarded (“Contract”).

(I) DEFINITIONS

“Eastern Suffolk BOCES” or **“ESBOCES”** - Board of Cooperative Educational Services, First Supervisory District of Suffolk County

“Bid”- an offer to furnish services, materials, supplies, and equipment in accordance with the Bid Documents

“Bidder” or **“Vendor”** - any entity (e.g., individual, partnership, organization, institution, agency, municipality, government, company, or corporation) submitting a bid

“Bid Documents”- Bid Memorandum, Notice to Bidders, General Terms and Conditions, Specifications and Bid Forms

“Bid Forms” - forms which Vendor completes and includes in a Bid as part of the Bid Documents

“Contract” – an awarded Bid comprised of all the Bid Documents

“Item(s)” – a particular line Item as it pertains to materials, supplies and equipment or the materials, supplies and equipment in total

“Notice to Bidders” - a formal statement that, when issued, constitutes an invitation to bid on the services, materials, supplies, and equipment described in the Specifications

“Services” – associated work and/or installation with respect to materials, supplies and equipment such Services to be noted and described in the Specifications

“Successful Vendor” - a Vendor or Bidder to whom an award is made by ESBOCES

“Specification” - description of services, materials, supplies, and equipment, and the conditions for their provision

(II) INSTRUCTIONS TO BIDDERS

1. Sealed Bid Documents for the furnishing and delivering, and installing where called for, of the services, materials, equipment and/or supplies, as required by ESBOCES, and as set forth in the Bid Documents must be received no later than 11:00 a.m., **April 25, 2017** ("Bid Opening") at the **ESBOCES Purchasing Office, 201 Sunrise Highway, Patchogue, NY 11772**. In the event that ESBOCES Purchasing Office is closed the day of the Bid Opening, the bid(s) will be opened at 11:00 a.m. on the next business day that the ESBOCES Purchasing Office is open.
2. All Bids must be submitted on and in accordance with the Bid Documents and provided by Bidder, in a sealed envelope addressed to ESBOCES Purchasing Department, at 201 Sunrise Highway, Patchogue, NY 11772 on or before the hour and day stated above, and the envelope shall be endorsed on its face with (i) the name of person, firm, or corporation submitting a bid, (ii) the Bid number and name, and (iii) the date of Bid Opening.
3. Each Bid must be submitted under separate cover and will be considered on its own merits. Each Bid must be separate and apply only to this designated Bid package. Any Bid offered in combination with another designated Bid package will not be accepted. Vendors wishing to submit an alternate Bid must do so as a separate Bid package to be considered for award.
4. Facsimile, telephone, or verbal bids or any modifications of Bid Documents will not be accepted or considered.
5. Bids received after the time stated in the Notice to Bidders will not be considered and will be returned to the Bidder unopened. The Bidder assumes the risk of any delay in the mail or in the handling of the mail by ESBOCES employees. The Bidder assumes all responsibility for having the Bid deposited on time at the place specified.
6. Each Bidder is requested to carefully read the Bid Documents as each Bidder will be held to strict compliance with such documents. Failure to fulfill any requirements of the Bid Documents may result in being considered non-responsive.
7. No modifications or additions are to be made to the printed Bid Documents. In the event the Bidder deems that modifications are necessary, such modifications must be set forth in writing to ESBOCES in a separate document and submitted with the Bid Documents to be considered. However, any modifications or additions submitted may result in the Bid being considered non-responsive.
8. All information required in the Bid Documents must be provided by the Bidder to constitute an acceptable Bid.
9. ESBOCES will interpret the submission of a Bid to mean that the Bidder is fully informed as to the extent and character of the services, supplies, materials, or equipment required and that the Bidder can furnish same in complete compliance with the Bid Documents.
10. Sales to political subdivisions are not affected by fair trade agreements. (General Business Law, Ch. 39, Sec. 369-a, Sub. 3, L. 1941).

No charge will be allowed for federal, state, or municipal sales and excise taxes, from which

the political subdivisions are exempt, or for any portion of a gross receipts tax, MTA surcharge or other tax or surcharge which was imposed upon the Vendor. All Bid prices shall be net and shall not include the amount of any such tax. Exemption documents, if required, will be furnished on forms provided by the Successful Vendor.

11. A. A Contract, if awarded, will be on the basis of materials, supplies, equipment and associated Service (if applicable) as described in the Specifications. Accordingly, in the Specifications, where a manufacturer's name, catalog number, any patented article or a named system/service is referenced, it is to designate a standard of quality, and the words "or equal" are understood to mean equivalent or better quality. Alternate Items/systems must be fully identified as such with descriptive literature to be submitted with the Bid. For example, the provision of the Vendor's Item number is not sufficient as an Item description. If bidding on Items/systems/services other than those specified, it is the responsibility of the Vendor to provide the trade designation, model number, manufacturer's name, and a detailed specification of Items/systems/services he proposes to furnish, which can be in the form of a catalog with the page number of the alternate Item bid or samples supplied
 - B. *As it pertains to Items*, ESBOCES may consider the purchase of alternate Items if they are clearly identified as such and samples are supplied. Upon receipt of samples the equivalency of any alternate Item(s) will be reviewed and those Items found not to be equivalent will be rejected at the sole discretion of ESBOCES
 - C. *As it pertains to Items/systems/services*, ESBOCES' decision whether an alternate or substitution is in fact "equal" shall be final. If no alternate Items/systems/services are identified, the Bid will be accepted according to Specifications
 - D. Any Vendor who substitutes awarded Items/systems after having stated that such Items/systems will be provided "as specified" may (1) have their Contract terminated, and (2) be liable for any expenses incurred as a result of said Contract termination
 - E. If a substitution is not accepted by ESBOCES, the line Item and/or Bid, whichever is applicable, will be deemed non-responsive and the next lowest responsive Bid for said Items/systems shall then be reviewed for recommendation of award
12. When samples are a requirement of the Bid, such requirements shall be identified in the Specifications. See Specifications for instructions on where to deliver samples for alternate Item(s).
 13. In the event alternates are identified as not acceptable in the Specifications, do not submit an alternate.
 14. Bids for the provision of material, supplies and equipment must provide for same that is standard, new, of latest model, and in current production, unless otherwise specified.
 15. All regularly manufactured stock electrical materials, supplies and/or equipment provided must bear the label of the Underwriter's Laboratories, Inc.
 16. A. Prices shall be net, including transportation and delivery charges fully prepaid by the Vendor to the destination indicated in the Bid and/or on the Purchase Order provided by ESBOCES. If award is made on any other basis, transportation charges must be prepaid by the Successful Vendor and added to the invoice as a separate line Item. In any case, title shall not pass until materials, supplies and/or equipment have been delivered and accepted by ESBOCES

- B. All prices submitted must be "per unit" and the extensions against each Item in the Bid as specified; e.g., do not submit a Bid price "per case" when "per dozen" is specified, or Bid may be rejected. In the event of a discrepancy between the unit price and the extension, the unit price will govern. If individual quantity within unit specified varies from Bid, this must be clearly indicated. Prices shall be extended in decimals, not fractions, to no more than two (2) decimal places
 - C. When the Bid Documents require bids for lump-sums, Bidder must bid on each Item in the lump-sum group. If Bidder is not charging for an Item in a group, the Bidder must indicate "no charge" or the Bid for the group may be rejected
 - D. **All prices must be on the Cost Proposal Form provided**
17. Prices, and all required information, except signature of Bidder, 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.
18. The non-collusive bidding certification must be filled out in its entirety and included with each Bid as required by General Municipal Law, Section 103-d. Under penalty of perjury, the Bidder certifies that:
- A. The prices in the Bid have been arrived at by the Bidder independently and have been submitted without collusion with any other vendor of materials, supplies, or equipment of the type described in the invitation for bid
 - B. The contents of the Bid have not been communicated by the Bidder, or, to the Bidder's best knowledge and belief, by any of its employees, or agents, to any person not an employee or agent of the Bidder or its surety on any bond furnished herewith prior to the official opening of the Bid
19. A. The forms listed below must be completed and included with each Bid and all Bidders must sign this General Terms and Conditions portion of the Bid Documents under the section entitled Section (VII) "Entire Agreement".
- 1. Vendor Information and Acknowledgement Form – Exhibit A
 - 2. Vendor Reference Form – Exhibit B
 - 3. Non-Collusive Bidding Certification – Exhibit C
 - 4. Disclosure Form – Exhibit D
 - 5. Affidavit of Compliance Form – Exhibit E
 - 6. Iran Divestment Act Compliance Rider – Exhibit F
 - 7. Insurance Documents (as required) – Attachment A
 - 8. Cost Proposal Form – Attachment B
 - 9. Any Addendums – Attachment C

Additional forms may be required for this Bid. It is the responsibility of the Bidder to return all required pages of this Contract.

B. Additionally, please indicate below if any of these areas are applicable:

- _____ Minority Owned Business
- _____ Woman Owned Business
- _____ Dual Owned Business
- _____ Company is currently registered with NYS as an MWBE–Certification #

_____ Company is willing to register with NYS as a MWBE (to obtain this information please go to www.nylovesmwbe.ny.gov)

The information obtained in 19B above will be provided to our Department of Planning and Program Improvement. It has no influence on the award of this Bid.

20. Bids must not be attached to or enclosed in the package containing Bid samples (if applicable).
21. No interpretation of the meaning of the Bid Documents will be made to any Vendor orally. Every request for such interpretation should be in writing, addressed to ESBOCES. Any interpretations issued will be in the form of addenda to the Bid Documents. All addenda so issued shall become a part of the Bid Documents.
22. The Vendor Bid Documents should include the Cost Proposal Form in two formats as follows:
 - 1) one (1) paper printout and 2) one (1) CD - or flash drive.
23.
 - A. If the Specifications so state, Bidders may be required to furnish Bid surety in the amount stated
 - B. If the Specifications so state, the Successful Vendor may be required to furnish a performance surety equal to the full amount of the Bid and/or in accordance with Bid Specifications to guarantee the faithful performance of the Bid. Such performance surety shall be maintained in full force and effect until the Bid has been fully performed. The surety company furnishing such performance bond shall be authorized to do business in the State of New York and must be satisfactory to ESBOCES. The Successful Vendor shall submit the performance bond within two weeks of the award notification. All costs incurred are the responsibility of the Successful Vendor
24. The failure to submit a Bid on the forms provided by ESBOCES may be grounds for Bid rejection.
25. The Contract will be utilized at the discretion of ESBOCES. When applicable, there is no guarantee that the specified minimum amount of materials, supplies or equipment will be purchased. Conversely, the quantities purchased may exceed the estimated quantities listed within this Bid. In the event the Bidder anticipates a problem providing quantities greater or less than listed, ESBOCES requests that Bidders consider not bidding on said Items.

(III) AWARD AND RESERVATION OF RIGHTS

26. The Contract will be awarded to the lowest responsive, responsible Bidder who (i) meets the terms and conditions stated in the Bid Documents, (ii) completes all the required forms, and (iii) offers the lowest price as indicated on the Cost Proposal Form.
27. If not awarded, the Bid will be rejected within ninety (90) days of the date of the opening of Bids, subject, however, to the discretionary right reserved by ESBOCES to waive any informalities in, or to reject any or all Bids and to advertise for new Bids, if in its opinion, the best interest of ESBOCES will thereby be promoted.
28. ESBOCES reserves the right to award by Item, Item classification or category, in part or in

whole or by estimated usage, whichever is in the best interest of ESBOCES.

29. ESBOCES reserves the right to reject any Bid if the Vendor fails to satisfy ESBOCES that they are properly qualified to carry out the obligations of the Contract.
30. ESBOCES reserves the right to inspect the Bidder's physical facilities prior to award.
31. If two or more Bidders submit identical Bids as to price, the decision of ESBOCES to grant an award to one of such identical Bidders shall be final.
32. ESBOCES reserves the right to reject all Bids. Also reserved is the right to reject, for cause, a Bid, in whole or in part, and to waive non-material defects, qualifications, irregularities, and omissions, if, in its judgment, the best interests of ESBOCES will be served.
33. ESBOCES reserves the right to purchase Items on State, County or other Governmental Agency contracts if such Items can be obtained on the same terms, conditions, specifications, and at a lower price if applicable.
34. ESBOCES reserves the right to reject incomplete Bids. ESBOCES also reserves the right to reject any or all responses to this Bid, request additional data or material at any time, or to cancel this Bid in whole or in part.
35. ESBOCES reserves the right to reject bids that impose conditions that would modify the terms and conditions of the Bid Documents or limit the Vendor's liability to ESBOCES on the Contract awarded on the basis of such Bid.
36. ESBOCES reserves the right to reject any Bid where investigation and evaluation of the Vendor's qualifications indicate that the Vendor may not promptly and efficiently fulfill the Bid Contract.
37. Each Bid will be received with the understanding that the acceptance thereof, in writing, by ESBOCES to furnish any or all of the Items described therein shall constitute a Contract between the Successful Vendor and ESBOCES ("Contract"). The Contract shall bind the Successful Vendor to furnish and deliver at the prices and in accordance with the conditions of this Bid. ESBOCES reserves the right to increase or decrease the quantities of material, supplies or equipment ordered.
38. All Contracts, with consideration to the escalation clause, will be held firm for the duration of the Contract including any extensions agreed to by ESBOCES and the Successful Vendor(s).
39. When quantity is listed on the Cost Proposal Form, these are estimations either being anticipated for the purchase or as provided to ESBOCES as usage from the latest term of the Bid and they are approximations. However, ESBOCES' actual purchases may exceed the estimated quantities of purchase that are listed. In the event that approximations of quantity differ from that stated on the Bid, prices must be honored by the Successful Vendor for the life the Contract.
40. No Items are to be shipped or delivered until receipt of an authorized purchase order from ESBOCES.

41. The placing in the mail of a notice of award to a Successful Vendor, to the address given in the Bid, will be considered sufficient notice of award of Contract. and will be considered an acceptance of the Contract by the Successful Vendor.
42. Any addenda sent to the Bidders shall be binding and take precedence over the section of the original Bid Document which it replaces.
43. If the Successful Vendor fails to deliver or provide the materials, supplies, equipment and associated Services (if applicable) within the time specified, or within reasonable time as interpreted by ESBOCES, or fails to make replacement of rejected Items when so requested immediately or as directed by ESBOCES, ESBOCES may purchase from other sources to take the place of the Item rejected or not delivered or Services not provided. ESBOCES reserves the right to authorize immediate purchase from other sources against rejections on any Contract when necessary. On all such purchases, the Successful Vendor agrees to reimburse ESBOCES promptly for excess costs occasioned by such purchases. Should the cost be less, the Successful Vendor shall have no claim to the difference.
44. In the sole discretion of ESBOCES, a bid may be rejected and the Contract not awarded, to a Vendor whose performance on a previous Contract with ESBOCES has been determined to be unsatisfactory.
45. ESBOCES reserves the right to use outside vendors on an 'as needed' basis, as determined by ESBOCES.
46. Non- Assignment
 - A. The Successful Vendor will give its personal attention to the faithful performance of this Contract. It will not assign, transfer, convey, sublet, use brokers or otherwise dispose of this Contract, or its right, title or interest in or to the same or any part hereof, and it will not assign by power of attorney or otherwise any of the monies to become due and payable under this Contract, unless by and with the previous written consent of ESBOCES endorsed upon or attached to the assignment filed in said offices
 - B. The Successful Vendor may not engage subcontractors, hire others to perform all or part of this Contract, nor otherwise delegate its obligations to perform under this Contract without the prior written approval of ESBOCES
 - C. In accordance with New York State General Municipal Law 109, at no time during the duration of any Contract resulting from this Bid, shall the Successful Vendor be allowed to assign any portion of this Contract to a third party without prior written approval by ESBOCES
47. Cancellation/Termination of Contract
 - A. ESBOCES reserves the right to terminate the Contract in whole or in part, for any reason, upon 15 days written notice to the Successful Vendor. If the Contract is so terminated, ESBOCES shall be liable only for payment in accordance with the payment provisions of the Contract for materials, supplies, equipment or Services (if applicable) purchased or rendered prior to the effective date of termination. No early termination or other penalties may be charged to ESBOCES because of its decision to exercise this right.

- B. In the event the Successful Vendor fails to deliver as ordered, or within the time specified, or fails to abide by any of the provisions of this Contract, such failure shall constitute a breach of Contract and may result in cancellation of the Contract by ESBOCES.
- C. In the event of breach, ESBOCES shall provide written notice to the Successful Vendor of such breach. If the Successful Vendor does not cure such breach within a ten (10) day period of receipt of such notice, ESBOCES reserves the right to cancel said Contract immediately. In the event of such cancellation, (i) the required materials, supplies, equipment and Services (if applicable) may be procured from other sources so that the continuity of the operations may be protected, and (ii) the cancelled Successful Vendor agrees to reimburse ESBOCES promptly for any excess costs occasioned by such expenditures.

However, should the Successful Vendor cure such breach and perform its obligations during such ten (10) day notice period, the Contract shall continue in full force and effect.

- D. In the event ESBOCES agrees, upon Successful Vendor's request, to terminate/rescind a line Item(s) or a particular Service(s) under the Contract, due to Successful Vendor's inability to provide such Item(s)/Service(s), (i) the required materials, supplies, equipment and Services (if applicable) may be procured from other sources so that the continuity of the operations may be protected, (ii) the Successful Vendor agrees to reimburse ESBOCES promptly for excess costs occasioned by such procurement, (iii) the Successful Vendor agrees to reimburse ESBOCES promptly for any additional monetary expenditures occasioned by such procurement and (iv) Successful Vendor must continue to fulfill all purchase orders in accordance with the Bid Documents for those Items/Services not terminated

48. Saving Clause

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, act of God or any other acts not within the control of the Successful Vendor, and which, by the exercise of reasonable diligence, the Successful Vendor is unable to prevent.

49. Severability

Should any provision of this Contract, for any reason, be judicially declared invalid and/or unenforceable, such declaration shall not affect the validity of the remaining provisions, which shall remain in full force and effect as if the Contract had been executed with the invalid provision(s) eliminated.

50. Failure to Enforce

ESBOCES' failure to enforce at any time, or for any period of time, the provisions of this Contract shall not be construed to be a waiver of such provisions or of the right to enforce each and every provision.

51. Indemnification and Hold Harmless

The Successful Vendor agrees to defend, indemnify and hold harmless ESBOCES, its officers, directors, agents, or employees against all claims, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, error or negligence of the Vendor, its officers, directors, agents or employees in relation to the performance of the Contract.

52. Venue

The Bid/Contract shall be interpreted in accordance with the substantive laws of the State of New York. Any suits concerning the Bid/Contract will be brought and adjudicated in Supreme Court, Suffolk County.

(IV) GUARANTEES BY THE SUCCESSFUL VENDOR

53. The Successful Vendor Guarantees:

- A. Materials, supplies and equipment against defective material or workmanship and to repair or replace any damages or marring occasioned in transit
- B. To furnish liability insurance in accordance with the Bid Documents for protection in the event of damage(s) of any kind for which Successful Vendor or Successful Vendor's organization is responsible
- C. To carry insurance in accordance with the Bid Documents to protect ESBOCES from loss in case of accident, fire, theft, etc.
- D. Materials, supplies, equipment and Services provided pursuant to the Bid against defective workmanship for a period of one (1) year and for a period of two (2) years against defective material or in accordance with manufacturer warranty, if longer than two (2) years. The aforementioned periods begin upon delivery or commencement of work
- E. All deliveries will be equal to the accepted Bid sample if applicable
- F. All Materials, supplies and equipment(s) are standard, new, latest model of regular stock product or as required by the Bid Proposal Documents with parts regularly used for the type of materials, supplies and equipment offered, and no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice. If during the guarantee period specified in section D above, defective workmanship or materials are discovered, the Successful Vendor agrees to replace the materials, supplies and equipment or the part affected without cost to ESBOCES. All such replacements shall continue under the guarantee of the original materials, supplies and equipment. The Successful Vendor shall make any such replacement immediately upon receiving notice from ESBOCES

(V) SUCCESSFUL VENDOR INSTRUCTIONS/RESPONSIBILITY

54. The Successful Vendor must follow the rules and regulations of ESBOCES where work pursuant to the Bid is being performed. This includes but is not limited to Vendor employees wearing photo identification cards. Refer to the following web link for the ESBOCES Board policies: <http://edocsp@esboces.org/>

(V) a. Delivery

55. When materials, supplies or equipment are rejected or the delivery is incorrect, such materials, supplies or equipment must be removed at the expense of the Successful Vendor from the premises of ESBOCES within fifteen (15) days of written notification. Rejected Items left longer than fifteen (15) days will be regarded as abandoned, and the ESBOCES shall have the right to dispose of the rejected Items as its own property.
56. Delivery must be made as ordered and in accordance with the Bid Documents. If delivery instructions do not appear on the purchase order, it will be interpreted to mean immediate delivery. The decision of ESBOCES as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of order shall rest with the Successful Vendor. Failure to deliver because of delayed payments or for any other reason will be cause for open market purchase at the expense of the Successful Vendor.
57. ESBOCES will not schedule deliveries for Saturdays, Sundays, or legal holidays, except where the convenience of ESBOCES shall govern. Deliveries shall be made between the hours of 8:00 a.m. and 3:30 p.m. unless otherwise instructed.
58. Items shall be securely and properly packed for shipment, storage, and stacking in new shipping containers and according to accepted commercial practice, without extra charge for packing cases, baling or sacks.
59. The Successful Vendor shall be responsible for delivery of Items in good condition at point of destination. Vendor shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from Vendor invoices. The ESBOCES receiving unit will notify the Successful Vendor when packages are not received in good condition. Successful Vendor will replace all such damaged Items without waiting for claim adjustments from carriers.
60. Unless otherwise stated in the Specifications, all Items must be delivered into and placed at a point within the building. The Successful Vendor will be required to furnish proof of delivery in every instance.
61. All deliveries shall be accompanied by packing slips and each packing slip must contain the following information for each Item delivered:

Purchase Order Number
Name of Person to Receive Delivery
Address of Delivery
Name of Article
Item Number
Quantity
Name of - Successful Vendor

Failure to comply with this condition can be considered sufficient reason for refusal to accept the Item(s).

62. A. Each carton shall be labeled with the purchase order number, name of person who will receive delivery and general statement of contents. Failure to comply with this

condition can be considered sufficient reason for refusal to accept the Items.

- B. Bidders shall take into consideration the following delivery conditions when determining their prices:
1. Each price bid will be based upon multiple deliveries being made to each ESBOCES
 2. No "conditional" freight charges will be accepted. All freight charges must be included in Vendor's Bid Item price. Other fuel charges or surcharges under any name will not be assessed

See Specifications for additional Delivery information, if applicable.

(V) b. Payments

63. Successful Vendor may not submit an invoice prior to the fulfillment of the purchase order. Successful Vendor must submit a correct, original invoice within 90 days of fulfillment of the purchase order. In the event the Successful Vendor does not submit an invoice within such 90 days, the Successful Vendor may not be considered for future awards and/or ESBOCES may find the Successful Vendor in breach of Contract.
64. Payment shall be made within sixty (60) days following the receipt of a correct, original invoice. When Items are not promptly delivered, the Successful Vendor may request ESBOCES to make a partial payment after more than 50% of the dollar value of the order has been received and invoiced accordingly.
65. The invoice must reflect Bid pricing as provided in the Cost Proposal Form, i.e. Cost Proposal Form notes (i) per hour, invoice should break down hourly, or (ii) per unit of measure, invoice should break down unit of measure in the same manner as the Cost Proposal Form. In the event pricing does not match what is provided in the Cost Proposal Form, payment may be held up until such discrepancy is resolved to the satisfaction of ESBOCES Accounts Payable Department.
66. Payment of any invoice shall not preclude ESBOCES from making a claim for adjustment on such invoice where the materials, supplies, equipment and Services (if applicable) provided were not in accordance with the Bid Documents.
67. No charges will be allowed for cases, boxes, bottles, etc. Cases, boxes, bottles, etc. will be removed by the Successful Vendor at no expense to ESBOCES.

(V) c. Toxic Substance

68. The Successful Vendor must supply information on any Items which contain any substance that is listed in the latest printed edition of the National Institute for Occupational Safety and Health Registry of Toxic Effects of Chemical Substance or which has yielded positive evidence of acute or chronic health hazards in human, animal, or other biological testing. Such information shall be sent to ESBOCES and shall be in conformance with New York State Law. Such information shall include:
 - A. The name or names of the toxic substance including the generic or chemical name
 - B. The trade name of the hazardous chemical and any other commonly used name if known
 - C. The level at which exposure to the substance is determined to be hazardous, if known

- D. The acute and chronic effects of exposure at hazardous levels
- E. The symptoms of such effects
- F. The potential for flammability, explosion, and reactivity of such substance
- G. Appropriate emergency treatment
- H. Proper conditions for safe use and exposure to such toxic substance
- I. Procedures for clean-up of leaks and spills of such toxic substance

Each Successful Vendor furnishing a toxic substance, as defined by Section 875 of New York State Labor Law, to ESBOCES shall provide at least two (2) copies of a material safety data sheet (MSDS), which shall include for each substance the information outlined in Section 876 of New York State Labor Law. For additional information, Chapter 551 of the Laws of New York, 1980, Article 28 (toxic substances) can be found on pages TS-1 and TS-2.

(V) d. Prevailing Wages - Applicable to Article 8 and Article 9 services

- 69. The Successful Vendor must comply with the New York State labor laws pertaining to the payment of prevailing wage rates, as provided for in the New York State Labor Law, Section 220. The cost of such compliance shall be borne entirely by Vendor, who shall hold the ESBOCES harmless from any claims, demands or penalties arising from vendor's failure to comply with the above. The required prevailing wage rate schedule is part of this document. Requests for payment must include certified payrolls for all workers. In the event the prevailing wage rate increases during the term of the Contract, the Bid prices shall stand. **Not Applicable**
- 70. The Successful Vendor pursuant to the provisions of Section 220 of the Labor Law, as amended, shall comply with determinations of the State Industrial Commission as to schedules of wages and supplements to be paid to all laborers, workmen and mechanics employed in connection with the work. The hourly wage rates shall not be less than the prevailing union scale at the time such labor is performed. **Not Applicable**
- 71. ESBOCES has applied for and has received a PRC number _____ for this project, which has been included with the Bid Documents. The Successful Vendor(s) is/are responsible for complying with all current labor rates and regulations throughout the duration of any contract resulting from any Bid award. Current rates are available by calling the NYS Department of Labor at (516) 228-3915. Rates are also available via the internet at: **Not Applicable**
<http://www.labor.ny.gov/workerprotection/publicwork/OWSaccess.shtm>
- 72. The Successful Vendor agrees to verify all rates with the New York State Department of Labor prior to submitting a Bid and prior to doing any work for the ESBOCES as well as to establish which of those workers involved in any part of a Contract for the ESBOCES are required by law to receive said rates. **Not Applicable**
- 73. Vendors currently on the NYS Labor Department debarred list will not be considered for award of this Contract. By submitting a Bid for consideration, the Vendor is indicating to the ESBOCES that they are currently in good standing with the NYS Department of Labor at the time of the Bid. **Not Applicable**

(VI) TAX LAW CERTIFICATION REQUIREMENT

74. Tax Provisions: Purchases made by ESBOCES are not subject to state or local sales taxes or federal excise taxes.

To satisfy the requirements of the New York State sales tax, either the purchase order issued by an agency or institution of New York State for materials, supplies or equipment or the voucher forwarded to authorize payment for such Items will be sufficient evidence that the sale by a contractor or vendor was made to the State of New York, an exempt organization under Section 1116(a) (1) of the tax law.

Exemption certificates for federal excise taxes will be furnished upon request.

No person, firm, or corporation is, however, exempt from paying the New York State truck mileage and Unemployment Insurance or the federal social security taxes.

Effective April 28, 2006, Laws 2004, Chapter 60, Part N Tax Law, Section 5-a, as amended, became effective and applies to contracts resulting from solicitations to purchase products or services issued by covered agencies for contracts valued in excess of \$100,000.

The law requires that vendors, prior to approval of contracts valued at more than \$100,000, certify that they, their affiliates, subcontractors and the affiliates of their subcontractors have a valid certificate of authority to collect New York State and local sales and compensating use taxes if the vendors, affiliates, subcontractors and the affiliates of their subcontractors have made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000, during the four quarterly periods ending on the last day of February, May, August, and November which immediately preceded the quarterly period in which this certification is made.

Vendors must also certify to the contracting covered agency, at specified intervals during the terms of multi-year contracts and those contracts subject to renewal upon expiration of an initial or renewal term that they, as well as their affiliates and subcontractors making sales delivered within New York State, have a valid certificate of authority to collect New York State and local sales and compensating use taxes.

Proposed Vendors to New York State are hereby notified that provisions to meet the statutory requirements will be contained in all Bid Documents for products and services valued in excess of \$100,000. Proposed Vendors will be required to affirm, immediately upon request by the Office of General Services if affirmation is not contained in the Bid Documents, that proposed Vendors, and to the best of their ability that their affiliates, subcontractors and subcontractors' affiliates are duly registered with the Tax Department and hold a valid certificate of authority.

The Tax Department is prepared to answer all questions relating to implementation of the new law. Please refer to the Tax web site for detailed information: <http://www.tax.ny.gov/>. The Tax Department may also be reached at 1-518-485-9863 for additional clarification.

(VII) MARKETING CLAUSE

- 75. A. The Successful Vendor is prohibited from selling or marketing products for any purpose which is prohibited under Federal or New York State Law or the Regulations and decisions of the Commissioner of Education. Any violation of this provision shall be considered a breach of contract and may result in termination of the Contract
- B. The Successful Vendor agrees that ESBOCES may periodically review marketing materials distributed by Successful Vendor and/or the Successful Vendor's website. In the event ESBOCES becomes aware that such marketing materials and/or Successful Vendor's website contain statements or claims which ESBOCES determines advocate for the use of Successful Vendor's products in a manner which would violate or are in violation of Federal law, New York State Law, or the rules and regulations of the Commissioner of Education, ESBOCES may notify Successful Vendor of such materials and request that they be removed. In the event Successful Vendor refuses or fails to remove such materials after being so notified, ESBOCES may, in its sole discretion, terminate this Contract

(VIII) ENTIRE AGREEMENT

- 76. **This contract is the entire agreement between the parties relating to the subject matter hereof and supersedes all prior understandings, writings, proposals, representations, or communications, oral or written, of either party. No additional terms and conditions shall be accepted unless added as addenda by ESBOCES and at the sole discretion of ESBOCES.**

All Bidders must sign below to verify that the above has been read and that the terms and conditions of the Bid Documents will be adhered to. In the event Bidder does not sign below, the Bidder may be deemed non-responsive.

Signature

Firm Name

SPECIFICATIONS

Bid #18-03-0425: Produce

(I) PURPOSE

1. The purpose of this Bid is to contract with a qualified Vendor(s) to provide pricing for produce, as indicated in these Specifications, for ESBOCES.

(II) ITEMS REQUIRED/REQUIREMENTS

2. A. See Cost Proposal Form for Item detail and to enter pricing. Please pay close attention to the unit of measure and indicate any difference than what is specified
B. When "per lb." is indicated in size column, if the Bidder cannot provide that measurement, the Bidder must indicate the weight/size/measurement being Bid in the Alternate column
C. All products must be fresh. Expiration dates must comply with FDA guidelines and Suffolk County Food Safety Codes
D. Deliveries are requested to be made within four (4) days. All orders or back-orders not delivered within four (4) days of order shall be considered cancelled by ESBOCES. ESBOCES shall not be financially responsible for any items that fall into this category
E. Successful Vendor must get prior approval before sending substitute for Item on Bid. Substitute Item must be in same unit of measure as on Bid; and price must be equal to, or lower than Bid price
F. In the event the delivered product is considered unusable due to quality of product as determined by Program, "sell-by" date has passed, or product and/or container are damaged, products shall be returned at no extra cost to ESBOCES and a credit issued promptly
G. Successful Vendor should deliver between the hours of 7:30 a.m. and 2:30 p.m. unless other arrangements have been made

(III) CONTRACT TERM

3. The term of this Contract shall be for six months, from July 1, 2017 through December 31, 2017 ("Initial Term"). In the event ESBOCES wishes to extend the Initial Term of the Contract, such Initial Term may be extended for two (2) additional years in six (6) month increments, ("Renewal Terms") under the same terms and conditions as mutually agreed in writing by ESBOCES and the Successful Vendor(s), subject to any price increase as set forth in section (VII) 8 below as agreed to by ESBOCES.

(IV) CONFLICTING TERMS

4. If any terms contained within the General Terms and Conditions conflict with these Specifications, these Specifications shall govern.

(V) REQUESTS FOR CLARIFICATION/ADDITONAL INFORMATION

5. All requests for clarification or additional information related to this Bid must be submitted in writing by mail, fax, or e-mail on or before 4:00 p.m., April 18, 2017 to:

Ms. Laurie Conley
Purchasing Administrator
Board of Cooperative Educational Services
First Supervisory District of Suffolk County
201 Sunrise Highway
Patchogue, NY 11772
E-mail: purchasing @esboces.org
Voice: (631) 687-3160
Fax: (631) 289-2327

In the event ESBOCES provides clarification or supplemental information to this Bid, all recipients of this Bid will receive the information via an addendum to this Bid which shall be posted on the Eastern Suffolk BOCES bid site at www.empirestatebidsystem.com.

(VII) PRICING

6. ESBOCES shall than make best efforts to ensure that purchase orders will not be issued for amounts less than \$100 "Minimum Order". If ESBOCES cannot meet the Minimum Order, then ESBOCES may pay an added freight charge. In the event Vendor will not accept a less than Minimum Order, Vendor should note the same on the Cost Proposal Form.
7. Will you accept freight free purchase orders of \$50.00 or more?
_____Yes _____No

All Vendors who provide catalog Bids, are permitted one updated catalog per Bid year.

8. If ESBOCES exercises its right to extend this Contract, the Successful Vendor may increase prices effective upon the start of a Renewal Term by an amount equal to the current percentage published by the United States Department of Labor Bureau of Labor Statistics New York –Northern New Jersey consumer price index for all Urban Consumers (CPI-U), May which is usually published in June of each year, not to exceed 2%. ESBOCES must be notified in writing by the Successful Vendor of any request for a price increase at least 60 days before the Renewal Term.
9. If ESBOCES does not consider the new price fair and reasonable and in ESBOCES' best interest, the Contract may be canceled after fifteen (15) days written notice. The Successful Vendor must fill all outstanding orders placed prior to cancellation.
10. If, in the future, the Successful Vendor is able to offer a lower price structure for the materials, supplies, equipment or Service(s) under this Contract, the Successful Vendor should notify ESBOCES in writing.
11. All pricing must be entered on the Cost Proposal Form, including shipping and handling.

(VIII) SUBMISSION OF COST PROPOSAL FORM

12. ESBOCES will provide a Cost Proposal Form, and each Bidder shall complete the Cost Proposal Form in accordance with the instructions on the form. Additionally each Bidder shall supply one (1) CD or flash drive of the Cost Proposal Form in its original format as well as a paper printout of the form with all of the Items, Item numbers, and description of Items ESBOCES requires. In the case where a price discrepancy exists between the CD/flash drive and the paper printout, the paper printout prices shall prevail.
13. Only enter prices/bid amount as requested on the Cost Proposal Form. Do not enter extended prices.
14. Vendors must not modify or enter information in ESBOCES descriptions. Any alternates must be entered in the alternate column. Modifications to ESBOCES descriptions may result in that Item(s) to be deemed non-responsive.
15. Note: Bidders are to pay particular attention to the way each Item is requested to be priced.

Example: Price \$_____/ each, /gallon, case, etc.
Varying from the requested price break down may cause that Item to be deemed non-responsive.
16. Each Bidder shall place the organization's name on each page of the Cost Proposal Form.
17. All deliveries must be inside deliveries.
18. There will be no additional charges for multi-drop deliveries.

(IX) ALTERNATE/SUBSTITUTION/SAMPLES

(IX) a. Alternate/Substitution/Samples

19. All specifications/descriptions are designed to establish minimum levels of quality. In all cases where an alternate Item(s) is being Bid and the Item is not from a catalog, a sample of the alternate Item(s) or a specification sheet must be submitted. Samples for alternate Item(s) must be submitted with the Bid at the Bid opening. Specification sheets must also be submitted with the Bid.
20. When the alternate Item(s) being bid is from a catalog, the Bidder must provide a copy of the catalog being referenced. Copies of catalogs for alternate Item(s) must be submitted with the Bid.
21. Bidders who fail to supply a sample of alternate Items, specification sheet(s), or a copy of catalog(s), pursuant to the above, may have that line Item(s) declared non-responsive.
22. When bidding an alternate/substitute Item, the Item must be substantially equivalent in quality, must have the same warranty and must match the same strength, silhouette and shape design, etc., where applicable.

23. Such alternate samples, as specification sheets, catalogs or Items submitted pursuant to the above, must be sent to the same address as the Bid.

(XI) USAGE REPORTS

24. The Successful Vendor must provide, upon request, usage reports detailing purchases during the Bid Contract on forms supplied by ESBOCES. Usage reports will include all Items/Services purchased and shall include the following:

- A. Number of units purchased for each line item
- B. Unit price and extension for each line item

25. Usage reports are a requirement of accepting an Award from this Bid. Such reports shall be compiled and delivered by the Successful Vendor to the Purchasing Office of Eastern Suffolk BOCES at 201 Sunrise Highway Patchogue, NY 11772 or e-mailed to Purchasing@esboces.org by close of business as follows: (Note: if Report Due date is not indicated below, no usage is required).

| Report Period -Annual (and for extensions if applicable) | Report Due |
|---|-------------------|
| July 1 ,2017 – October 31, 2017 | November 7, 2017 |
| November 1, 2017 – April 30, 2018 | May 7, 2018 |
| May 1, 2018 – October 31, 2018 | November 7, 2018 |
| November 1, 2018 – April 30, 2019 | May 7, 2019 |

26. A failure to report in accordance with the above paragraph #25 may be considered a material breach of this Contract. In such event, ESBOCES reserves the right not to consider Successful Vendor for future bids.



Board of Cooperative Educational Services
First Supervisory District of Suffolk County
201 Sunrise Highway
Patchogue, New York 11772

Vendor Information and Acknowledgement Form

Exhibit A

Pursuant to advertisement for the Board of Cooperative Educational Services, First Supervisory District of Suffolk County, requesting bids for:

Bid #18-03-0425: Produce

to be opened on April 25, 2017, at 11:00 A.M., the undersigned, as a duly authorized representative of the Vendor, hereby proposes to furnish such services, materials, supplies, and equipment as required by the General Terms and Conditions and Specifications contained within the Bid Documents at the prices indicated on the Cost Proposal Form.

Company Name _____
(as shown on your W-9)

Street Address _____

City _____ State _____ Zip Code _____

Telephone () _____ Fax () _____ E-mail _____

Signature _____ Date _____

Print Name _____ Title _____

Please indicate the representative from your company who should receive all correspondence relating to this bid:

Name: _____ Title: _____

Address: (if different from above) _____

Telephone: _____ Fax: _____ Email: _____

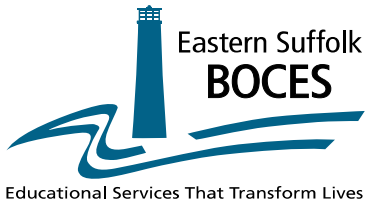
Vendor Acknowledgement

Vendor, by checking and signing below, confirms that he/she has read and understands and will comply with the terms, conditions and specifications/scope of this Bid and any addenda, if issued.

Yes No

Signature

Bid #18-03-0425
Produce



Vendor Reference Form

EXHIBIT B

Vendor Name: _____

Bid #18-03-0425: Produce

Please list three (3) references that your firm has serviced in a manner similar in scope to the specifications contained in this Bid. References are part of the Bid Documents and failure to supply these references may result in the rejection of your bid.

1. Firm Name: _____
Contact Name/Title: _____
Address: _____
Telephone: _____
Date(s) of Service: _____

2. Firm Name: _____
Contact Name/Title: _____
Address: _____
Telephone: _____
Date(s) of Service: _____

3. Firm Name: _____
Contact Name/Title: _____
Address: _____
Telephone: _____
Date(s) of Service: _____

Has your firm, in its current or any previous names, ever been declared a non-responsible bidder?

No Yes If yes, please explain below.

▪ How many years have you been in business as a vendor under your present name?

▪ To be answered in case of sole proprietorship:

▪ Date of establishment: _____

▪ Give address where sole proprietorship maintains its principal office:

▪ To be answered in case of partnership:

a. Date of Partnership: _____

b. Give address where partnership maintains its principal office:

c. Name and Address of each partner: _____

d. Extent of financial interest of each partner: _____

▪ To be answered in case of corporation:

- a. Date when organized: _____
- b. Incorporated under the laws of what state: _____
- c. Is corporation now duly existing? _____
- d. List all Officers and Directors and their position for the last year.

▪ Have you ever failed to complete any contract awarded to you? _____

If so, when where and why? _____

▪ Have liens or lawsuits of any kind ever been filed against you or any officer, director or partner of your organization, arising out of any of your contracts: _____

If so, give details: _____

▪ List company website(s): _____

▪ List Surety Companies (Bonding Companies) which have heretofore bonded you, and the name and amount of contract, within the last ten (10) years:

Non-Collusive Bidding Certification

EXHIBIT C

Bid #18-03-0425: Produce

- I. In accordance with Section 103-D of the General Municipal Law, the following must be subscribed to by every bidder:
 - A. By submission of this Bid, each Bidder and each person signing on behalf of any Bidder, 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 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
 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 the Bidder (i) has published price lists, rates or tariffs covering items being procured, (ii) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (iii) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of section I. (A) above.

II. Any bid hereafter made to any political subdivision of the State or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or 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 Section I above, 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.

Company

Signed

Title

RESOLUTION - FOR CORPORATE BIDDERS ONLY

RESOLVED that _____ be authorized to sign
(Individual)
and submit the Bid for this corporation for the following project

(Describe project)

and to include in such Bid the certificate as to non-collusion required by Section 103-D of General Municipal Law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate, this corporate bidder shall be liable under the penalties of perjury.

(SEAL OF THE CORPORATION)

TITLE



Disclosure

EXHIBIT D

4311F.3
 Department of Business Services
 Board of Cooperative Educational Services
 First Supervisory District of Suffolk County
 201 Sunrise Highway
 Patchogue, NY 11772
 Phone: (631) 687-3160
 Fax: (631) 289-2327

Government entities, municipalities, and organizations that provide unpaid clinical or educational internships and/or work experience for ESBOCES students are exempt from completing this form.

This form must be completed by vendors (including, but not limited to, individuals, corporations, and partnerships) providing services/materials to ESBOCES. If this form is being completed in anticipation of a possible bid award, each bidder must complete this form and include it with the bid submission.

| | | Yes | No |
|---|---|--------------------------|--------------------------|
| 1 | Are you a family member of any ESBOCES employee or ESBOCES Board member? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2 | Is any ESBOCES employee or ESBOCES Board member a member or employee of your firm, partnership, or association? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3 | Is any ESBOCES employee or ESBOCES Board member an officer, director, or employee of your corporation? | <input type="checkbox"/> | <input type="checkbox"/> |
| 4 | Does any ESBOCES employee or ESBOCES Board member directly or indirectly control stock in your corporation? | <input type="checkbox"/> | <input type="checkbox"/> |

If you answered "Yes" to any of the above questions, please indicate the employee's name and position with ESBOCES or the name of the ESBOCES Board member.

_____ Name of ESBOCES Employee or Board Member _____ Position with ESBOCES

Please list all officers, directors, and principals (such as owners and partners) of the vendor. In the case of corporations, shareholders owning or controlling five percent (5%) or more of the outstanding stock must be listed.

| Name | Title |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

The undersigned affirms that the above information is true to the best of his/her knowledge and understands that any false statement constitutes a violation of the Penal Law and/or General Municipal Law, as applicable.

Legal Company Name _____
(as shown on your W-9)

Address _____

Signature _____ Date _____ / ____ / 20____

Print Name _____ Title _____



Board of Cooperative Educational Services
First Supervisory District of Suffolk County
201 Sunrise Highway
Patchogue, New York 11772

Affidavit of Compliance

EXHIBIT E

Bid #18-03-0425: Produce

STATE OF

COUNTY OF

_____, being duly sworn, deposes and says:

- 1) That (s)he is an officer or representative of _____ and that (s)he has the authority to sign this affidavit.
- 2) This affidavit is offered as an inducement to ESBOCES to award to _____ such purchase contracts for goods or services as directed by the Board of Education, in accordance with New York State law and with ESBOCES policy.
- 3) That no Officer, Employee or Stockholder of the above referenced Vendor is an Employee, in any position, at ESBOCES.

Signed

Date

Sworn to before me this _____

Day of _____, 2017

Notary Public

(SEAL OF THE CORPORATION)

Title

IRAN DIVESTMENT ACT COMPLIANCE RIDER

EXHIBIT F

The Iran Divestment Act of 2012, effective as of April 12, 2012, is codified at State Finance Law (“SFL”) §165-a and General Municipal Law (“GML”) §103-g. The Iran Divestment Act, with certain exceptions, prohibits municipalities, including the District, from entering into contracts with persons engaged in investment activities in the energy sector of Iran. Pursuant to the terms set forth in SFL §165-a and GML §103-g, a person engages in investment activities in the energy sector of Iran if:

- (a) The person provides goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
- (b) The person is a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created pursuant to paragraph (b) of subdivision three of Section 165-a of the SFL and maintained by the Commissioner of the Office of General Services.

A bid or proposal shall not be considered for award nor shall any award be made where the bidder or proposer fails to submit a signed and verified bidder’s certification.

Each bidder or proposer must certify that it is not on the list of entities engaged in investment activities in Iran created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the SFL. In any case where the bidder or proposer cannot certify that it is not on such list, the bidder or proposer shall so state and shall furnish with the bid or proposal a signed statement which sets forth in detail the reasons why such statement cannot be made. The District may award a bid to a bidder who cannot make the certificate on a case by case basis if:

- (1) The investment activities in Iran were made before the effective date of this section (i.e., April 12, 2012), the investment activities in Iran have not been expanded or renewed after the effective date of this section and the person 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 District makes a determination that the goods or services are necessary for the District to perform its functions and that, absent an exemption, the District 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.

CERTIFICATION

IRAN DIVESTMENT ACT OF 2012

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, added new provisions to the State Finance Law (SFL), §165-a and General Municipal Law (GML) §103-g effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b) and GML §103-g, the initial list is expected to be issued no later than 120 days after the Act’s effective date, at which time it will be posted on the OGS website.

By submitting a response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Proposer (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Proposer is advised that once the list is posted on the OGS website, any Proposer seeking to enter into, renew or extend a Contract or assume the responsibility of a Contract awarded in response to the solicitation, must certify at the time the Contract is bid upon or a proposal submitted, or the contract is renewed, extended or assigned that it is not included on the prohibited entities list.

During the term of the Contract, should ESBOCES receive information that a person is in violation of the above-referenced certification, ESBOCES will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then ESBOCES shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

ESBOCES reserves the right to reject any bid, proposal or request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

Signature: _____

Print Name: _____

Title: _____

Company Name: _____

Date: _____



Board of Cooperative Educational Services
First Supervisory District of Suffolk County
201 Sunrise Highway
Patchogue, New York 11772

Statement of "No Bid" Form

EXHIBIT G

Bid #18-03-0425: Produce

To be received by: April 25, 2017

Company Name: _____

Authorized Signature: _____

We have elected not to submit a request for letter of interest due to the following reason(s):

Insufficient Time to Respond _____

Do Not Offer This Product/Service _____

Unable To Meet Specifications _____

Unable To Meet Service Requirements _____

Workload Does Not Allow Us to Bid _____

Specifications Unclear or Too Restrictive _____

Other (Please Specify) _____

Please Return To:

Eastern Suffolk BOCES
Purchasing Office
201 Sunrise Highway
Patchogue, NY 11772