


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

To: Bidders

From: Laurie Conley, CPPB - Purchasing Administrator 

Re: Bid Package for ESBOCES Bid #17-28-0105: Sale of Used Textbooks

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 January 5, 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 December 24, 2016

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 #17-28-0105: Sale of Used Textbooks

Bids will be received until 11:00 A.M., January 5, 2016, 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

“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., January 5, 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 the next 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. A Contract, if awarded, will be on the basis of the highest bid for each line Item offered for sale.
11. A. Prices shall be net, including pick up o used textbooks by the Successful Vendor from the location(s) indicated in the Bid.

- B. All prices submitted must be per line Item in the Bid as specified; e.g., do not submit a Bid price "per lot" when "per line Item" is specified, or Bid may be rejected. Prices shall be entered 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
 - D. **All prices must be on the Cost Proposal Form provided**
12. 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.
13. 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
14. 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.

15. 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.
16. 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.

17. The failure to submit a Bid on the forms provided by ESBOCES may be grounds for Bid rejection.
18. The Contract will be utilized at the discretion of ESBOCES.

(III) AWARD AND RESERVATION OF RIGHTS

19. The Contract will be awarded to the highest responsive, responsible Bidder who (i) meets the terms and conditions stated in the Bid Documents, (ii) completes all the required forms, including the attached W-9 form and (iii) offers the highest price as indicated on the Cost Proposal Form.
20. 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. During such ninety (90) day period.
21. 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.
22. 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.
23. ESBOCES reserves the right to inspect the Bidder's physical facilities prior to award.
24. 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.
25. 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.
26. 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.
27. 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.
28. 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.
29. Each Bid will be received with the understanding that the acceptance thereof, in writing, by ESBOCES to purchase 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 purchase and pick up at the prices and in accordance with the conditions of this Bid.

30. 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. Failure of the Successful Vendor to contact ESBOCES to object to the award or prices therein, within seven (7) days of mailing of notice of award, will be considered an acceptance of the Contract by the Successful Vendor.
31. Any addenda sent to the Bidders shall be binding and take precedence over the section of the original Bid Document which it replaces.
32. 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.
33. 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
34. 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. 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 pick up used textbooks 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. Termination for such a breach may result in the Vendor being considered non-responsible in the future
 - 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.

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.

35. 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.

36. 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.

37. 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.

38. 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.

39. 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.

(V) SUCCESSFUL VENDOR INSTRUCTIONS/RESPONSIBILITY

40. 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) b. Payments

41. Successful Vendor must submit payment within ten (10) days of removal of used textbooks. In the event the Successful Vendor does not submit payment within this time frame, the Successful Vendor may not be considered for future awards and/or ESBOCES may find the Successful Vendor in breach of Contract.

42. The payment must reflect Bid pricing as provided on the Cost Proposal Form.

(VII) MARKETING CLAUSE

43. 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

44. **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 # 17-28-0105: Sale of Used Textbooks

(I) PURPOSE

1. The purpose of this Bid is to contract with a qualified Vendor(s) to bid on each line Item as outlined in these Specifications and include Bid amount on Cost Proposal Form, The intention of this Bid is to sell the Items listed on the Cost Proposal Form as outlined in these Specifications.

(II) ITEMS REQUIRED/REQUIREMENTS

2. Vendors must take entire quantity listed on each line Item and are prohibited from buying Items which are not listed on the Cost Proposal Form. The failure to comply with this provision may constitute a material breach of this Contract and may result in cancellation of the Contract by ESBOCES.
3. A Pre-bid walk-through will be available upon request and is strongly recommended. The Successful Vendor is responsible for payment regardless of book condition. Please contact Maria Christ at 631-687-3062 to schedule an appointment. Any questions that may arise during the walk-through must be posed in writing to the Purchasing Department by December 29, 2016. Please see (VI) Request for Clarification/Additional Information section for further details.
4. Facility Location: Milliken Technical Center
375 Locust Avenue
Oakdale, NY 11769
5. The Successful Vendor will be responsible for removal and all associated shipping costs. Used textbooks must be removed **by March 1, 2017**. This includes but is not limited to the Successful Vendor providing boxes and other various packing supplies and the packaging of the books to be shipped.
6. ESBOCES will not schedule removal of textbooks for Saturdays, Sundays, or legal holidays, except where otherwise agreed by ESBOCES. Removal of used textbooks shall be made between the hours of 8:00 a.m. and 4:00 p.m. unless otherwise instructed.
7. Payment is due within ten (10) days following the removal of the used textbooks. Payments to be made payable to Eastern Suffolk BOCES, 201 Sunrise Highway, Patchogue, NY 11772, Attn: Maria Christ.
8. See Cost Proposal Form for detailed list of used textbooks.

(III) CONTRACT TERM

9. The term of this Contract shall be for one month, from February 16, 2017 through March 15,

2017 ("Initial Term").

(IV) CONFLICTING TERMS

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

(V) REQUESTS FOR CLARIFICATION/ADDITONAL INFORMATION

11. 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., December 29, 2016 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

12. All pricing must be entered on the Cost Proposal Form, including pick up costs incurred by the Successful Vendor

(VIII) SUBMISSION OF COST PROPOSAL FORM

13. BOCES 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 BOCES requires. In the case where a price discrepancy exists between the CD/flash drive and the paper printout, the paper printout prices shall prevail.
14. Only enter prices/bid amount as requested on the Cost Proposal Form. Do not enter extended prices.
15. Note: Bidders are to pay particular attention to the way each Item is requested to be priced.
- Example: Price \$_____ / lot.
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.

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 # 17-28-0105: Sale of Used Textbooks

to be opened on January 5, 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) _____

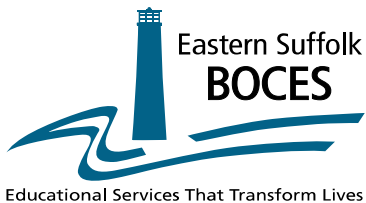
Telephone: _____ Fax: _____ Email: _____

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



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

Vendor Reference Form

EXHIBIT B

Vendor Name: _____

Bid #17-28-0105: Sale of Used Textbooks

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 #17-28-0105: Sale of Used Textbooks

- 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 # 17-28-0105: Sale of Used Textbooks

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 # 17-28-0105: Sale of Used Textbooks

To be received by: January 5, 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