



BID #1516-13

FOR

**COOPERATIVE MISCELLANEOUS AUTO PARTS
THREE YEAR RENEWABLE CONTRACT**

BID SUBMISSION/OPENING DATE:
WEDNESDAY, NOVEMBER 18, 2015 AT 10:30 A.M.

DUTCHESS COUNTY
BOARD OF COOPERATIVE EDUCATIONAL SERVICES

5 BOCES Road
Poughkeepsie, NY 12601

BID SUBMISSION/OPENING DATE: **Wednesday, November 18, 2016 at 10:30 a.m.**

PLACE: Dutchess County BOCES Administration Bldg. Conference Room

DUTCHESS COUNTY BOCES BOARD OF COOPERATIVE EDUCATIONAL SERVICES
5 BOCES Road
Poughkeepsie, NY 12601

COOPERATIVE MISCELLANEOUS AUTO PARTS BID

Contract Period: January 1, 2016 through December 31, 2016
THREE YEAR RENEWABLE CONTRACT

The undersigned agrees to supply the service and products described within that has been bid pursuant to the terms of the bid and the terms of the "Special Instructions to Bidders and General Conditions of the Contract" which are incorporated as part of this bid document by reference to them on this cover sheet.

Company

Name: _____

Name of
Contact: _____

Address: _____

Telephone: _____

Fax Number: _____

Email: _____

Signature: _____

DO NOT SEPARATE THESE SHEETS.

BIDDERS ARE REQUIRED TO RETURN ONE FULL COMPLETED SET WHEN SUBMITTING THEIR BID.

BE SURE TO CAREFULLY READ ALL SECTIONS OF THIS DOCUMENT INCLUDING THE INSTRUCTIONS TO BIDDERS.

TO BE PURCHASED BY: Dutchess County BOCES and/or participating school districts

NOTICE TO BIDDERS

The Dutchess County Board of Cooperative Educational Services (BOCES) in accordance with Section 103 of Article 5-A of the General Municipal Law, hereby invites the submission of sealed bids to the Dutchess County Board of Cooperative Educational Services for the furnishing of:

COOPERATIVE MISCELLANEOUS AUTO PARTS

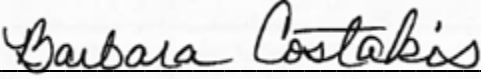
Bid forms may be obtained from the offices of the Dutchess County BOCES, 5 BOCES Road, Poughkeepsie, New York, 12601 upon request or on our website: www.dcboces.org.

Sealed bids on the forms provided are to be filed with Barbara Costakis, Purchasing Agent, Dutchess County BOCES, 5 BOCES Road, Poughkeepsie, New York, 12601.

The bids will be publicly opened at the Administration Building of the Dutchess County BOCES on Wednesday, November 18, 2015 at 10:30 a.m.

The Board of Cooperative Educational Services reserves the right to reject any and all bids.

DUTCHESS COUNTY BOARD OF COOPERATIVE EDUCATIONAL SERVICES

By:  _____
Barbara Costakis, Purchasing Agent

PARTICIPATING SCHOOL DISTRICTS

Dutchess County BOCES
5 BOCES Road
Poughkeepsie, NY 12601-6599

Arlington Central Schools
144 Todd Hill Road
LaGrangeville, NY 12540

Poughkeepsie City Schools
11 College Avenue
Poughkeepsie, NY 12603

Beacon City Schools
10 Education Drive
Beacon, NY 12508

Red Hook Central Schools
9 Mill Road
Red Hook, NY 12571

Dover Union Free Schools
2368 Route 22
Dover Plains, NY 12522

Rhinebeck Central Schools
P.O. Box 351
Rhinebeck, NY 12572

Hyde Park Central Schools
PO Box 2033
Hyde Park, NY 12538

Spackenkill Union Free Schools
15 Croft Road
Poughkeepsie, NY 12603

Millbrook Central Schools
PO Box AA – Alden Place
Millbrook, NY 12545

Wappingers Central Schools
25 Corporate Park Drive
Hopewell Junction, NY 12533

Pawling Central Schools
515 Route 22
Pawling, NY 12564

Webutuck Central Schools
194 Haight Rd. - PO Box 405
Amenia, NY 12501

Pine Plains Central Schools
2829 Church Street
Pine Plains, NY 12567

INSTRUCTIONS TO BIDDERS

By submitting a bid in response to this Request for Bids (RFB), you are asking Dutchess BOCES and/or its participating school districts to accept your offer for the sale of goods or services. It is important that you read and understand all terms and conditions contained herein, as well as understand the laws that govern Municipal Purchasing in the State of New York.

Once Dutchess BOCES has opened bids, there can be no changes to price or terms, unless clearly specified in this document. In addition, there are no provisions to cancel after an award is made, except by Dutchess BOCES, which maintains a unilateral right to cancel or extend in accordance with the terms of this RFB.

Most bids contain provisions to either award on an item-by-item basis, lump sum or by group. It is rare that Dutchess BOCES awards an entire bid to one vendor (depending on the type of RFB). You must understand that you may only receive a part of the award from this RFB.

GENERAL INFORMATION

1. Sealed Bid documents for the furnishing and delivering, and installing where called for, of the materials, supplies and/or equipment, as required by Dutchess BOCES, and as set forth in the Bid documents must be received no later than the **bid submission/opening date of Wednesday, November 18, 2013 at 10:30 a.m.** at the Dutchess BOCES Administrative Office, 5 BOCES Road, Poughkeepsie, New York 12601. In the event that the Dutchess BOCES Administrative Office is closed the day of the Bid opening, the bid(s) will be opened the next day that the Dutchess BOCES Administrative Office is open.
2. All Bids must be mailed or hand delivered in a sealed envelope addressed to Barbara Costakis, Purchasing Agent, Dutchess BOCES, 5 BOCES Road, Poughkeepsie, New York, 12601 on or before the hour and day stated above for the bid submission/opening date. **The envelope shall be clearly marked on its face with the name of person, firm, or corporation submitting a bid, the Bid number and name, and the date of bid opening. This includes marking the outside of any express mail envelope that may be used.**
3. Facsimile, telephone, or verbal bids or any modifications of Bid Documents will not be accepted or considered.
4. 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 all responsibility for having the Bid deposited on time at the place specified.
5. 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.
6. 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 Dutchess BOCES 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.

7. All information required in the Bid Documents must be provided by the Bidder to constitute an acceptable Bid.
8. Dutchess BOCES 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 specifications.
9. 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.
10. The price bid for each item must be net and must include all delivery charges fully prepaid by the successful bidder to the destination indicated in the proposal, installation, preparation, clean up or other charges. Title shall not pass until items have been delivered and accepted.
11. All specifications are minimum standards and accepted bid samples do not supersede specifications for quality unless bid sample is superior, in which case deliveries must be the same identity and quality as accepted bid sample.
12. Bids for the provision of material, supplies and/or equipment must provide for same that are standard, new and of the latest model, and in current production, unless otherwise specified.
13. All regularly manufactures stock electrical materials, supplies and/or equipment provided must bear the label of the Underwriter's Laboratories, Inc.
14. Each bidder must state that their proposal, bid, and/or quotation is made without any connection with any other person or firm making any proposal, bid and/or quotation for the materials and/or installation listed. Each bidder must also state that no officer or member of Dutchess BOCES is directly or indirectly interested therein or in the supplies to which it relates, or to any portion of the profits thereof.
15. Dutchess BOCES reserves the right to accept this bid by item or as a whole or, in its discretion, reject all bids and re-advertise in the manner provided by Section 103 of the General Municipal Law. Also reserved is the right to reject, for cause any bid in whole or in part; to waive technical defects, qualifications, irregularities, and omissions if, in its judgment, the best interests of Dutchess BOCES will be served. Also reserved is the right to reject bids and to purchase items on County or New York State Contract, if such items can be obtained on the same terms, conditions, specifications, and at a lower price.
16. Awards will be made to the lowest responsible bidder, as will best promote the public interest, taking into consideration the reliability of the bidder, the quality of the materials, equipment or supplies to be furnished, their conformity with the specifications, purpose for which required and the terms of delivery.
17. Where items or articles of equipment or supplies are designated as manufactured by a specific manufacturer, it is to be understood that the article as specified represents an accepted standard. Where certain brands of materials, apparatus, or equipment are specified, such goods have been selected in order to establish a standard for the particular service required; but it is not the intention to limit competition thereby.

18. The vendor must complete ALL information required on the bid form. Failure to fully complete all parts of any line item may cause the bid to be rejected.
19. 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.
20. At the time of the opening of the bids, if appropriate, each bidder will be presumed to have inspected the site and to have examined and to be thoroughly familiar with the drawings, general requirements and specifications (including all addenda thereto). The failure and/or omission of any bidder to receive or examine any drawings, forms, instructions, or documents shall in no way relieve such bidder from any obligation in respect to his bid.
21. The contractor shall furnish, deliver, and install completely, unless otherwise noted, material and equipment described in the specifications, with all appurtenances, parts or accessories not specifically mentioned in the articles described but necessary to render the equipment complete and ready for operation. All these parts and/or accessories shall be included in the bid price.
22. All of the furnishings and/or equipment furnished and installed under this contract shall be guaranteed by the contractor, in writing, for one (1) year after completion against any and all defects which are the result of improper design, materials, construction or installation, if called for. Immediately upon notice by the owner (at any time during the guarantee period), the contractor shall fully make good such defects by replacing same with new work, without cost to the owner. Prior to installation it is the responsibility of the vendor to be familiar with the site. The vendor must bid a fixed price for installation. The time and date of installation must be approved by the School District prior to starting any installation.
23. The placing in the mail of a notice of award or purchase order to a successful bidder to the address given in his bid will be considered sufficient notice of award of contract. Failure of the successful bidder to contact Dutchess BOCES 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 bidder.
24. Each vendor shall receive a notice of items recommended to be awarded to their firm. The successful vendor shall only ship items upon the receipt of a properly executed purchase order from Dutchess BOCES or a Participating School District.
25. If the successful bidder fails to deliver within the time specified in the bid specifications or on the purchase order or within reasonable time as interpreted by Dutchess BOCES (normally 30 days from receipt of purchase order) or fails to make replacement of rejected articles when so requested immediately or as directed by Dutchess BOCES, Dutchess BOCES may purchase from other sources to take the place of the item rejected or not delivered. Dutchess BOCES reserves the right to authorize immediate purchase from other sources against rejections on any contract when necessary. On all such purchases the successful bidder agrees to reimburse Dutchess BOCES promptly for excess costs occasioned by such purchases. Should the cost be less, the successful bidder shall have no claim to the difference.

26. It is mutually understood and agreed that the successful bidder shall not assign, transfer, convey, sublet or otherwise dispose of the contract or his right, title, or interest therein, or his power to execute such contract, to any person, company or corporation without the previous written consent of Dutchess BOCES.

27. Bid prices must be honored by the vendor for the period indicated in the Scope of Services. The bid award may be extended beyond the bid period by mutual consent of the successful bidder and Dutchess BOCES. The length of the extension will be determined by mutual consent of the participating parties for up to two (2) one (1)-year periods.

DELIVERY

28. Delivery will be required to be made to Dutchess BOCES or its Participating School Districts as follows unless otherwise noted. All equipment and material shall be delivered and placed where directed inside the building, unless the schedules or purchase order issued to the successful bidder thereon indicated otherwise. The contractor will be required to furnish proof of delivery in every instance. No help for unloading will be provided. Suppliers should notify their truckers accordingly. Deliveries shall be made between the hours of 8:00 a.m. to 2:00 p.m., Monday through Friday (excluding days of scheduled school closings) unless otherwise noted. Notice of delivery shall be made twenty-four (24) hours in advance. All materials and supplies must be securely packed in uniform containers, adequately marked as to contents and delivered without damage or breakage in such units specified in schedules.

29. Each purchase order shall constitute an order. Items contained therein should be shipped by the vendor within thirty (30) days of the receipt of each purchase order. Items not delivered on a timely basis shall be dealt with in accordance with the provisions outlined in the failure to perform section. One purchase order may include delivery to multiple school locations.

30. Items shall be securely and properly packed for shipment, storage and stocking in new shipping containers and according to accepted commercial practice, without extra charge for packing cases, baling or sacks.

31. The successful bidder shall be responsible for delivery of items in good condition at point of destination. He shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. The receiving school district will note for the benefit of successful bidder when packages are not received in good condition.

32. All deliveries shall be accompanied by delivery tickets or packing slips. Ticket shall contain the following information for each item delivered:

- Purchase Order Number
- Names of Articles
- Item Number
- Quantity
- Name of Successful bidder

33. Ownership of equipment shall not transfer until all equipment is completely installed and operating to the satisfaction of the School District.

PAYMENT

34. No payment will be made without issuance of a purchase order by Dutchess BOCES or its Participating School Districts.

35. Payment will be made only after the proper presentation of invoices or claim forms as required by Dutchess BOCES or its Participating School Districts. . The invoice must reflect bid pricing as provided in the Bid Submission Sheet. In the event pricing does not match what is provided in the Bid Submission Sheet, payment may be held up until such discrepancy is resolved to the satisfaction of Dutchess BOCES Accounts Payable Department or a Participating School District's Accounts Payable Department.

36. Payments of any invoice shall not preclude Dutchess BOCES or its Participating School Districts from making claim for adjustments on any item found not to have been in accordance with general terms and conditions and scope of services.

37. No payment shall be made until all equipment is installed and operating to the satisfaction of the School District.

38. Dutchess BOCES and/or its Participating School Districts shall issue purchase orders and payment shall be the responsibility of the entity that issued the purchase order. IN NO EVENT SHALL DUTCHESS BOCES BE RESPONSIBLE FOR PARTICIPANT PAYMENT.

INSURANCE

39. In contract and/or purchase order involving delivery and installation of any material and equipment, the successful bidder shall take out and maintain, until the accepted completion of the work. Workman's Compensation Insurance for all of its employees employed on the site of the project, and in case any work is sublet, the successful bidder shall require the sub-contractor similarly to provide Workman's Compensation Insurance for all of the latter's employees so as to keep Dutchess BOCES free from blame in any one and/or series of occurrences involving sickness and/or personal injury.

40. In contracts and/or purchase orders involving the providing of services, the installation of any materials and/or equipment, the successful bidder shall take out and maintain, until the accepted completion of the work, Public Liability and Property Damage Insurance as shall protect him, any sub-contractor performing work covered by these specifications and Dutchess BOCES, from claims for damages for personal injury, including accidental death, as well as from claims for property damage which may arise from any operation in connection with these specifications, whether such operation be by himself, any sub-contractor or by anyone directly or indirectly employed by them. Public Liability Insurance shall be in an amount of not less than \$1,000,000.00 for injuries, including wrongful death, to any one person and subject to the same limit for each person in an amount of not less than \$1,000,000.00 on account of one (1) accident. Property Damage Insurance shall be in an amount not less than \$500,000.00 for damages on account of all accidents. Certificates of Insurance on the foregoing may be required from the successful bidder

REQUIRED BONDING

41. Bond requirements, if any, will be identified in the scope of services for the commodity or service being procured.

- A. Bid Bond - An approved bid bond, bank check, certified check, letter of credit or other form of security acceptable to Dutchess BOCES to the extent of percent of the bid price will be required with all vendor responses at the time of Submission of the bid. The BOCES will hold the bond until the contract has been signed.
- B. Bid Bond – An approved bid bond, bank check, certified check, letter of credit or other form of security acceptable to Dutchess BOCES in the amount of _____ will be required with all vendor responses at the time of submission of the bid. Dutchess BOCES will hold the bond until the contract has been signed.
- C. Performance and Payment Bond - The contractor shall, at the time of execution of the contract, obtain and maintain in full force and effect for sixty days after contract expiration:
 - 1. an irrevocable documentary Letter of Credit with a sound and reputable bank authorized to do business in the State of New York, OR
 - 2. a Performance Bond signed by a surety company authorized to do business in the State of New York, and/or
 - 3. a Payment Bond signed by a surety company authorized to do business in the State of New York, in the amount of _____, for the faithful performance of the contract. The Letter of Credit, Performance Bond, Payment Bond, etc., shall name as beneficiary Dutchess BOCES and may be invoked to the benefit of Dutchess BOCES upon delivery of a certified statement to the issuing bank or surety company that the contractor has failed to perform pursuant to the terms and conditions of its contract with Dutchess BOCES.

With its proposal submission, the contractor shall include a letter from its bank or surety company stating that the letter of credit or bond will be provided if being considered for a contract or in the event of a contract. The Letter of Credit or Bond shall be provided on a yearly basis for each year, or portion, of the contract.

PREVAILING WAGE RATES

42. Prevailing wage rates, if applicable, will be identified in the scope of services for the service being procured.

The successful bidder is required to pay the prevailing hourly wage rates and the prevailing hourly supplements pursuant to section 220-d of the New York State Labor Law.

- A. Contractors are responsible for paying all applicable prevailing rates throughout the term of the contract.
- B. A verified statement of payment of prevailing rates by the Contractor (Article 8 only) MUST be submitted to Dutchess BOCES in order for payment to be made.
- C. Prevailing Wage Rates are incorporated into this document in accordance with the New York State Labor Law.

REQUEST FOR MATERIAL SAFETY DATA SHEETS

43. Amendments to the New York State Labor Law and Public Health Law and the OSHA Hazard Communication Standard require employers to furnish employees with information regarding their exposure to toxic substances. To facilitate this duty, Section 876(4) of the Labor Law provides that “any manufacturer, importer, producer or formulator of any toxic substance shipped or transported or sold for any use within the State must provide, upon request, the following information”:

- The name of any hazardous ingredients, including the generic or chemical name.
- The CASE Registry Number of the chemical ingredients and physical and chemical characteristics of the mixture in total.
- The level at which exposure to the substance is determined to be hazardous, by OSHA, ACGIH, NFPA, NIOSH, IARC, NTP.
- The acute and chronic health effects of exposure and primary routes of entry into the body.
- The potential for flammability, explosion, reactivity, and other hazards of such substances.
- Appropriate emergency/first aid procedures.
- Proper precautions for safe handling and recommended engineering control.
- Procedures for clean-up of leaks and spills.

Accordingly, we are requesting the above information regarding any product in this bid that would contain a toxic substance. Please identify by name any other products or substances known to increase or decrease toxicity of the named product(s) when mixed together.

In the event that the chemical composition, toxicity, flammability or any other characteristic of the named product(s) changes or new information is obtained about the items listed above, you are to notify us without delay. We will hold you liable for any failure on your part to comply with this request.

We look forward to your anticipated cooperation and we thank you for helping us keep our employees informed about the substances they come into contact with at work.

SCOPE OF SERVICES

COOPERATIVE MISCELLANEOUS AUTO PARTS #1516-13

1. Vendors are invited to bid on miscellaneous auto parts as required by Dutchess BOCES and its participating school districts listed on the enclosed sheet. However, Dutchess County BOCES is not responsible to assume the purchasing responsibility and payment for any other governmental municipality who makes purchases from any of the Dutchess County BOCES bids. All said purchases and corresponding payments will be made directly between the successful bidder and the direct purchasing agent of the school district.
 2. The term of this Contract shall be for twelve (12) months, from on or about January 1, 2016 through December 31, 2016, with the option to renew for two (2) additional one-year periods, upon mutual consent of the parties.
 3. Bid prices are to be based on minimum orders of \$25 or more per order. All orders of \$25 or more must be honored and delivered within the specified time. Delivery of orders in the amount of \$25 or over must be made F.O.B. individual school buildings, inside delivery.
- Bidders responding to this request must be located in a geographic area that facilitates “over-the-counter” service for each school district in this bid. The successful bidder shall have qualified representatives readily available to assist with ordering and invoicing. Participants in this bid may also require that parts be delivered to their physical location. Prices submitted for this bid request must also be honored for delivered items, with no additional charges for freight or travel. Daily delivery must be available.
4. The BOCES Board reserves the right to reject any, or all bids submitted, to re-advertise, or to award the contract to other than the lowest bidder, if in their opinion, the lowest bid is made on merchandise of an inferior quality. It further reserves the right to award bids by individual items or in total whichever is in the best interest of the BOCES and/or the participating districts. A recommendation to award shall be made by Dutchess BOCES and the bidder agrees to accept their decision as final.
 5. The successful bidder may, at the discretion of Dutchess BOCES, be required to file a performance bond of a company licensed to do business in the State of New York; or a certified check in a penal sum not to exceed \$5,000.
 6. If required, the certified check or bid bond of the successful bidder will be returned upon the execution of the contract, and delivery of the performance bond.
 7. Shipments will be requested by individual district(s) or BOCES as required throughout the contract period.
 8. The successful bidder must have available the items bid upon at all times.
 9. Do not separate these sheets. A copy of this bid document is to be sent as the official bid offer. Do not submit prices on sheets other than attached.

10. All bid proposals must be submitted in an opaque envelope clearly marked on the outside with the name and address of the Bidder and clearly labeled as to what service bids are for.

11. A vendor taking exception to the specifications or bid documents must provide written notification thereof to BOCES at least three (3) business days prior to the scheduled opening of the bid. Such notification must be received by BOCES three (3) business days prior to the scheduled opening of the bid and must include a detailed description of the objections raised. Such notice must be sent to BOCES by certified mail.

12. Pursuant to New York State Law, Chapter 551, Laws of 1980, Article 48, Toxic Substance and the Federal Hazard Communication Standard, 29 CFR 1910.1200, all bidders are hereby notified that prior to payment, any product containing hazardous chemicals and/or toxic substances must be shipped with the manufacturers current (OSHA Form 174 information) Materials Safety Data Sheet(s). (See mailing address on purchase order) Payment will not be processed, unless such Materials Safety Data Sheets are provided to the BOCES or district.

13. By the submission of this bid, the bidder or contractor agrees that the materials used in the scope of his or her responsibilities, does not contain asbestos of any amount.

All materials and products shall be first quality and shall be accompanied by the manufacturer(s) certification and statement of origin. The successful bidder shall be an authorized distributor for each manufacturer on which a bid is submitted. Manufacturers listed herein are representative product manufacturers for each parts group.

All products shall comply with applicable requirements of the Society of Automotive Engineers ASE, ASTM and regulations as applicable within New York State. Replacement parts shall fit, interchange with and replace original equipment components without modifications or addition and shall meet or exceed original equipment specifications. Rebuilt parts shall comply with the American Parts Rebuilders Association Standards (APRA). All materials furnished under these specifications shall conform to all applicable Federal Laws and Regulations.

14. EXECUTORY CLAUSE - The Dutchess County BOCES is organized under the Education Law of the State of New York, and the Dutchess County BOCES provides services to its component school districts when requested. Contracts entered into by the Dutchess County BOCES on behalf of its component school districts are subject to the appropriation of funds for the specific services to be rendered under the contract. The failure of a school district or districts to appropriate funds for the equipment and/or services for this Agreement, or if such appropriation is declared invalid by the State Education Department or other regulatory agencies having jurisdiction prior to the applicable fiscal year, this Agreement, as to that portion of the Equipment and/or Services provided to the Dutchess County BOCES, shall be deemed EXECUTORY only to the extent of moneys appropriated and available for the purpose of the Agreement, and no liability on account thereof shall be incurred by the Dutchess County BOCES beyond the amount of such moneys. It is understood that neither this Agreement nor any representation by any public employee or officer creates any legal or moral obligation to appropriate or make moneys available for the purpose of the Agreement. Any contract signed as a result of this Agreement shall contain such language as outlined herein.

Non-Collusive Bidding Certification

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

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

The fact that the Bidder (i) has published price lists, rates or tariffs covering items being procured, (ii) has informed prospective customers of proposed for 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

IRAN DIVESTMENT ACT COMPLIANCE RIDER

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 Dutchess BOCES receive information that a person is in violation of the above-referenced certification, Dutchess BOCES 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 Dutchess BOCES 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.

Dutchess BOCES 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: _____

**DUTCHESS BOCES
NON-BIDDERS RESPONSE
COOPERATIVE MISCELLANEOUS AUTO PARTS #1516-13**

The Board of Cooperative Educational Services is interested in the reasons why prospective bidders fail to submit bids. Failure to submit a bid without explanation may result in removal of your firm from our bidders' list. If you are NOT submitting a bid in this proposal, please indicate the reason(s) by checking off one or more of the items below and return this form to us.

- We are not bidding for reasons indicated below:
- Unable to bid at this time, but would like to receive future bid proposals.
- Items or material not ___ manufactured, ___, distributed, ___ stocked, ___ furnished.
- Materials or items we have to offer do not fully meet all the requirements of standards specified.
- Multiplicity of delivery points.
- Delivery quantities too small.
- We cannot meet the time of delivery of items or materials specified.
- Insufficient time allowed for preparation and submission of bid.
- Other reason _____

You may remove our name from the bid list for:

- This commodity group
- This commodity class
- This item or material
- All bids

COMPANY: _____

ADDRESS: _____

NAME: _____

SIGNATURE: _____

TITLE: _____

TELEPHONE: _____