

To: Bidders

From: Laurie Conley, CPPB – School Purchasing Agent *LC*

Re: Bid Package for Bid # 2010-020-1215: Tank Testing, Repair and Cleaning

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 Tuesday, December 15, 2009. Specifications and bid forms may be downloaded at: www.longislandbidsystem.com

Attachments

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Important Notice – Bid Distribution:

Eastern Suffolk BOCES 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 BOCES Purchasing Office or the Long Island 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 Eastern Suffolk BOCES Purchasing Office or the Long Island Bid Notification System, BOCES will not guarantee the integrity of the document. It is recommended that you obtain an official copy from the BOCES 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 undersigned 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 Eastern Suffolk BOCES.



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

NOTICE TO BIDDERS

The Eastern Suffolk BOCES Cooperative Bidding Program requests sealed bids for the following:

Bid #2010-020-1215: Tank Testing, Repair and Cleaning

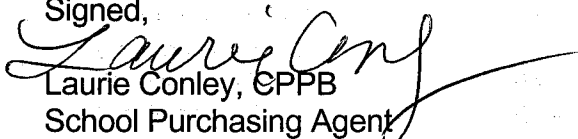
The Eastern Suffolk BOCES Cooperative Bidding Program is composed of the following members:

Amagansett UFSD	Half Hollow Hills CSD	Sachem CSD
Amityville UFSD	Hampton Bays UFSD	Sag Harbor UFSD
Babylon UFSD	Harborfields CSD	Sayville UFSD
Bay Shore UFSD	Hauppauge UFSD	Selden Fire District
Bayport-Blue Point UFSD	Huntington UFSD	Shelter Island UFSD
Brentwood UFSD	Islip UFSD	Shoreham-Wading River CSD
Bridgehampton UFSD	Islip Town Gov't.	Smithtown CSD
Brookhaven Town Gov't.	Kings Park CSD	South Country CSD
Center Moriches UFSD	Lindenhurst UFSD	South Huntington UFSD
Central Islip UFSD	Little Flower UFSD	Southampton UFSD
Cold Spring Harbor CSD	Longwood CSD	Southold UFSD
Commack UFSD	Mattituck-Cutchogue UFSD	Springs UFSD of East Hampton
Comsewogue UFSD	Middle Country CSD	Three Village CSD
Connetquot CSD	Miller Place UFSD	Town of Babylon
Copiague UFSD	Montauk UFSD	Town of East Hampton
Deer Park UFSD	Mount Sinai UFSD	Tuckahoe Common School District at Southampton
East Hampton UFSD	North Babylon UFSD	Wainscott CSD
East Islip UFSD	Northport-E. Northport UFSD	West Babylon UFSD
East Moriches UFSD	Oysterponds UFSD	West Islip UFSD
East Quogue UFSD	Patchogue-Medford UFSD	Western Suffolk BOCES
Eastern Suffolk BOCES	Port Jefferson UFSD	Westhampton Beach UFSD
Eastport/South Manor CSD	Quogue UFSD	William Floyd UFSD
Elwood UFSD	Remsenburg-Speonk UFSD	Wyandanch UFSD
Fire Island UFSD	Riverhead UFSD	
Greenport UFSD	Rocky Point UFSD	

The bids and the group referred to as the Program or the Cooperative are coordinated by Laurie Conley, School Purchasing Agent, Eastern Suffolk BOCES, 201 Sunrise Highway, Patchogue, NY 11772, (631) 687-3160. Should you have any questions or concerns, they should be directed to her at the above referenced address and/or telephone number.

Bids will be received up to and opened at 11:00 a.m., December 15, 2009 at Eastern Suffolk BOCES, 201 Sunrise Highway, Patchogue, NY 11772. Bids will then be publicly opened and made available for public inspection. Bid packages may be obtained at the same office daily from 9:00 A.M. to 3:00P.M., except Saturdays, Sundays, and Holidays or at www.longislandbidsystem.com.

Signed,


Laurie Conley, CPPB
School Purchasing Agent

COOPERATIVE BIDDING PROGRAM PARTICIPANTS

Quantities listed on bid form were received from vendors who were awarded items from the previous bid, (this in no way constitutes exact quantities of items to be purchased.) The quantities indicated represent only those quantities submitted by vendors who supplied us with their usage data reports. Below is a list of all program participants:

Amagansett UFSD	Half Hollow Hills CSD	Sachem CSD
Amityville UFSD	Hampton Bays UFSD	Sag Harbor UFSD
Babylon UFSD	Harborfields CSD	Sayville UFSD
Bay Shore UFSD	Hauppauge UFSD	Selden Fire District
Bayport-Blue Point UFSD	Huntington UFSD	Shelter Island UFSD
Brentwood UFSD	Islip UFSD	Shoreham-Wading River CSD
Bridgetown UFSD	Islip Town Gov't.	Smithtown CSD
Brookhaven Town Gov't.	Kings Park CSD	South Country CSD
Center Moriches UFSD	Lindenhurst UFSD	South Huntington UFSD
Central Islip UFSD	Little Flower UFSD	Southampton UFSD
Cold Spring Harbor CSD	Longwood CSD	Southold UFSD
Commack UFSD	Mattituck-Cutchogue UFSD	Springs UFSD of East Hampton
Comsewogue UFSD	Middle Country CSD	Three Village CSD
Connetquot CSD	Miller Place UFSD	Town of Babylon
Copiague UFSD	Montauk UFSD	Town of East Hampton
Deer Park UFSD	Mount Sinai UFSD	Tuckahoe Common School District at Southampton
East Hampton UFSD	North Babylon UFSD	Wainscott CSD
East Islip UFSD	Northport-E. Northport UFSD	West Babylon UFSD
East Moriches UFSD	Oysterponds UFSD	West Islip UFSD
East Quogue UFSD	Patchogue-Medford UFSD	Western Suffolk BOCES
Eastern Suffolk BOCES	Port Jefferson UFSD	Westhampton Beach UFSD
Eastport/South Manor CSD	Quogue UFSD	William Floyd UFSD
Elwood UFSD	Remsenburg-Speonk UFSD	Wyandanch UFSD
Fire Island UFSD	Riverhead UFSD	
Greenport UFSD	Rocky Point UFSD	

Participation by other BOCES, School Districts, and/or Other Political Subdivisions within New York State:

Eastern Suffolk BOCES, the school districts in Suffolk County, and New York State political subdivisions may participate in the result of this solicitation once they have filed the appropriate Board Resolutions with Eastern Suffolk BOCES. Other school districts or political subdivisions in NYS may participate upon mutual consent by the awarded Contractor and Eastern Suffolk BOCES. Currently all the organizations listed above have been invited to participate. At the time of award, the list of registered participants will be available at the Eastern Suffolk BOCES Purchasing Office, James Hines Administration Center, 201 Sunrise Highway, Patchogue, NY 11772. The Participant list will be amended from time to time as additional resolutions are filed with Eastern Suffolk BOCES.

General Conditions

Invitations to bid issued by the Board of Cooperative Educational Services (herein referred to as BOCES) Cooperative Bidding Program will bind all successful bidders to the terms and conditions set forth in these General Conditions, and such conditions shall be an integral part of each purchase contract awarded.

Bid #2010-020-1215: Tank Testing, Repair and Cleaning

1. Sealed proposals for the furnishing and delivering, and installing where called for, of the services, materials, equipment and/or supplies, as required by the BOCES Cooperative Bidding Program, and as set forth in the following specifications must be received no later than 11:00 a.m., Tuesday, December 15, 2009 at the **BOCES Purchasing Office, 201 Sunrise Highway, Patchogue, NY 11772.**
2. All bids must be submitted on and in accordance with the forms provided in the bid package, in a sealed envelope addressed to the BOCES Cooperative Bidding Program, hereinafter referred to as the Program, 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 the name of person, firm, or corporation submitting a bid, the date of bid opening, and title of the services, materials, equipment, or supplies for which such proposal is made.

Vendors wishing to submit "Alternate" pricing, products or services, must do so as a separate bid package to be considered for award. Each bid must be submitted under separate cover and will be considered on its own merits.

3. Facsimile, telephone, or verbal bids or amendments of proposals 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 the risk of any delay in the mail or in the handling of the mail by BOCES employees. The bidder assumes all responsibility for having his bid deposited on time at the place specified.
5. Each bidder is requested to read carefully the Notice to Bidders, Instruction to Bidders, and the Specifications. Bidders will be held to strict compliance with such documents. Failure to fulfill the contract will result in removal of the bidder's name from the mailing list for future proposals, terminate his status as a responsible bidder, and further, at the discretion of the Program, may bar him for an indeterminate period from consideration for any subsequent award.
6. All information required in the Notice of Bidders, the Specifications, and the Bid Form must be provided by the bidder to constitute an acceptable bid.

7. BOCES Program 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.
8. The Contract will be awarded to the vendor offering the lowest price, or BOCES will award this bid by item or item classification, whichever is in the best interest of the BOCES or 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 Eastern Suffolk BOCES 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 the BOCES, school district, town or other Program participant will thereby be promoted. All bids will be held firm for the duration of the contract. BOCES reserves the right to award by item or in total, whichever is in the best interest of the BOCES, school district, town or other Program participants.
9. This contract will be utilized at the discretion of the BOCES, school district, town or other Program participant. Consequently, there is no guarantee that the specified minimum amount of work will be authorized.
10. The Successful Bidder 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 required prevailing wage rate schedule is part of this document. Requests for payment must include certified payrolls for all workers.
11. The Successful Bidder must follow the rules and regulations of the BOCES, school district, town or other Program participant where he/she is performing the work. This includes but is not limited to employees wearing photo identification cards.
12. The Successful Bidder shall guarantee his/her products and services against defective workmanship for a period of one (1) year and for a period of two (2) years against defective material. The aforementioned periods begin to run the date of final payment for the authorized work.
13. 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. All bid prices shall be net and shall not include the amount of any such tax. Exemption certificates, if required, will be furnished on forms provided by the bidder.

14. In all specifications, where a manufacturer's name, catalog number, or any patented article is referenced, it is to designate a standard of quality, and the words "or equal" are understood to be included. Alternate bids must be fully identified on the bid form, with descriptive literature to be included; otherwise, bid will be construed as submitted on the item specified. If bidding on items other than those specified, it is the responsibility of the bidder to provide the trade designation of the article, model number, manufacturer's name, and a detailed specification of item 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.

15. The provision of the vendor's item number is not sufficient as an item description. It is understood and warranted by the bidder (unless he/she states otherwise) that all alternate bids are "equal to" item specified. Upon receipt of sample material, the equivalency of any "alternate" item will be reviewed and items found "not equal" will be rejected. The Program's decision whether an alternate or substitution is in fact "equal" shall be final.
16. Bids for the provision of equipment must provide for standard, new equipment of latest model, and in current production, unless otherwise specified.
17. All regularly manufactured stock electrical items provided must bear the label of the Underwriter's Laboratories, Inc.
18. The price inserted must be net and must include delivery charges.

All prices submitted must be "per unit" as specified; e.g., do not submit a bid price "per case" when "per dozen" is specified, or bid may be rejected. 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.

When the Bid Form requires 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" on the Bid Form or the bid for the group may 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. The non-collusive bidding certification must be filled out in 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 services, materials, supplies, or equipment of the type described in the invitation for bids; and
 - 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.
21. The vendor bid package should include one (1) copy and one (1) CD-RW or 3.5" diskette containing the bid form with prices indicated. The failure to submit your bid on the forms provided by the BOCES Cooperative Bidding Program may be grounds for bid rejection.

SAMPLES

22. All specifications are designed to establish minimum levels of quality and accepted bid samples do not supersede the specifications for quality. Deliveries must equal or exceed the quality of the accepted bid sample.

The Program reserves the right to require a representative sample of the item bid prior to the award or before shipments are made. If the sample is not in accordance with the requirements of the specification, the Program may reject the bid or, if the award has been made, cancel the contract at the expense of the successful bidder.

When the Program requires samples, all bidders shall label each of their submitted samples with the correct Program category and item number, or they may not be considered for award. If samples are requested subsequent to bid opening, they shall be delivered within ten (10) days of the request, or as directed, for the bid to be considered.

Samples, when required, must be submitted in accordance with instructions; otherwise, bid may not be considered. If samples are requested subsequent to bid opening, they shall be delivered within ten (10) days of the request, or as directed, for the bid to be considered. Samples must be furnished free of charge and indicating procedures for returning the samples, provided they have not been consumed or rendered useless by tests. Award samples may be held for comparison with deliveries. The participants will not be responsible for any samples destroyed or mutilated by examination or testing. Samples shall be removed by the bidder at his expense. Samples not removed within fifteen (15) days after written notice to the bidder will be regarded as abandoned and the Program shall have the right to dispose of them as its own property.

Unless previously submitted, specification sheets must be provided, before or at the bid opening, for all 'alternate' items that are being bid.

When a specification indicates that an item to be purchased is to be equal to a sample, such sample will be on display at a designated location. Failure on the part of the bidder to examine sample shall not entitle him or her to any relief from the conditions imposed in the proposal, specification, etc. This does not preclude references to specific catalogs as a means of establishing a quality basis.

AWARD

23. Awards will be made to the lowest responsible bidder(s) who meets the specifications for each item or item classification; whichever is in the best interest of the BOCES.

The Program reserves the right to make awards within ninety (90) days after the date of the bid opening during which period bids may not be withdrawn unless the bidder distinctly states in his bid that acceptance thereof must be made within a shorter specified time. Reductions in time limits can be reason for the rejection of a bid.

If two or more Bidders submit identical Bids as to price, the decision of the BOCES to award a Contract to one of such identical Bidders shall be final.

The Program reserves the right to reject all bids. Also reserved is the right to reject, for cause, any bid in whole or in part; and to waive non-material defects, qualifications, irregularities, and omissions, if, in its judgment, the best interests of the participants will be served.

Also reserved is the right to purchase items on State or County contract if such items can be obtained on the same terms, conditions, specifications, and at a lower price.

TERM OF CONTRACT

24. Bid prices will be in effect for one (1) year from February 2, 2010 until February 28, 2011 and may be extended for a period of 2 years, in one (1) year intervals, under the same terms and conditions as per mutual agreement between the BOCES and the awarded vendor(s).

On the anniversary date of the second and subsequent year of the contract, the awarded vendor may increase prices for recurring charges by an amount equal to the current percentage used 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) – February – which is usually published in March of each year, not to exceed 4%. BOCES must be notified by the awarded vendor of any request for a price increase at least 60 days before the anniversary date.

If in the future, the vendor is able to offer a lower, special pricing structure for the service under this contract, the vendor must review this agreement and provide the new price quote at such future date.

If the Program Coordinator does not consider the new price fair and reasonable and in the Program's interest, the award may be canceled after thirty (30) days written notice. The vendor must fill all outstanding orders placed prior to cancellation.

When prices to the trade are decreased, the prices of the applicable items on this contract shall be decreased accordingly. It shall be incumbent upon the vendor to notify the Program Coordinator of such decreases immediately after they become effective.

Where a bidder is requested to submit a bid on individual items and also on a total sum or sums, the right is reserved to award bids on individual items or on total sums.

CONTRACT

25. Each bid will be received with the understanding that the acceptance thereof, in writing, by the Program to furnish any or all of the items described therein shall constitute a contract between the successful bidder and the Program. The contract shall bind the successful bidder on his part to furnish and deliver at the prices and in accordance with the conditions of this bid. The contract shall bind the Program on its part to order from such successful bidder (except in the case of emergency) and to pay for at the contract prices, all items ordered and delivered. The Program reserves the right to increase or decrease the quantities or supplies or equipment ordered. The unit price bid will be used to determine the amount of increase or decrease in the contract.

An award may be extended, with the vendor's agreement, to include other members

of the Eastern Suffolk BOCES Cooperative Bidding Program. This would not affect any other provisions in these agreements.

All estimations of purchase are approximations. However, recent history indicates that the Program's actual purchases exceed the estimated quantities of purchase that are listed.

Purchase orders will not be issued for amounts less than \$150. (If required and so stated on this bid by vendor, any district that is unable to meet the \$150 minimum must pay an added freight charge). Pricing will be based on multiple delivery points of each Program Participant.

No items are to be shipped or delivered until receipt of a purchase order from the BOCES, school district, town or other Program participant is duly authorized and issued.

Purchase orders shall be issued by the individual members of this Cooperative Program and payment shall be the responsibility of each member.

Arrangements for delayed payments can be made between vendors and individual participants after awards have been made.

The placing in the mail of a notice of award to a bidder, to the address given in his bid, will be considered sufficient notice of award of contract. Failure of this contractor to contact the Program 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 bidder.

No "conditional" freight charges will be accepted. All freight charges must be included within bid submission. Fuel charges under any name will not be assessed.

When materials, equipment, or supplies are rejected, they must be removed by the supplier from the premises of the BOCES, school district, town or other Program participant within fifteen (15) days of written notification. Rejected items left longer than fifteen (15) days will be regarded as abandoned, and the BOCES, school district, town or other Program participant shall have the right to dispose of them as its own property.

If any disputes, therein, arise between the vendor and the individual Program participant that cannot be resolved, the Program will attempt to mediate.

A bid offered in combination with another designated bid package will not be accepted.

Name and catalog numbers have been used to designate a standard of quality. Equivalent alternate proposals will be accepted but they must be fully identified. It is understood and warranted by the bidder (unless he states otherwise) that all alternate proposals are of equivalent or better quality to that which is specified. The Program may consider the purchase of alternate items if they are clearly identified as such and samples are supplied. In the event supplying of samples is impractical,

the bidder shall furnish a place or places within a reasonable distance where the item bid can be inspected. The Program reserves the right to make final determination of the equivalency of alternate proposals. Upon receipt of material, the equivalency of any alternate item will be reviewed and those items found not to be equivalent will be rejected at the sole discretion of the BOCES.

In those few instances where substitutes are indicated as not being acceptable, please do not substitute.

No charges will be allowed for cases, boxes, carboys, bottles, etc., nor for freight expenses, expressage or cartage. Cases, boxes, carboys, bottles, etc. will be removed by the contractor at no expense to the purchaser.

Any addenda sent to the bidders shall be binding and take precedence over the original specification to which it replaces.

NON-ASSIGNMENT

26. The contractor will give its personal attention to the faithful performance of the contracts; 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 consent in writing of the BOCES Board endorsed upon or attached to the assignment filed in said offices. The contractor may not engage subcontractors, hire others to perform all or part of his agreement, nor otherwise delegate his obligations to perform under the contract without the written approval of the BOCES.

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 express written approval by the Board of Education.

CANCELLATION

27. BOCES reserves the right to cancel the contract upon 30 days written notice to the awarded vendor.
No early cancellation or other penalties may be charged to BOCES because of its decision to exercise this right.

BOCES reserves the right to reject any bid if the vendor fails to satisfy BOCES that they are properly qualified to carry out the obligations of the contract. BOCES further reserves the right to use outside vendors on an "as needed" basis, as determined by BOCES.

TERMINATION OF CONTRACT

28. The BOCES, by 30 days written notice, may terminate this contract, in whole or in part, when it is in the best interest of the BOCES. If this contract is so terminated, the BOCES shall be liable only for payment in accordance with the

payment provisions of this contract for services or supplies rendered prior to the effective date of termination.

In the event the successful bidder fails to deliver as ordered, or within the time specified, or fails to abide by any of the provisions of the contract, including but not limited to, untimely performance, inadequate adherence to the schedule, or other unsatisfactory performance, such failure shall constitute a breach of contract. Upon such breach, BOCES shall provide written notice of intention to terminate to the successful bidder setting forth the reasons for such termination and if the successful bidder does not cure such breach within a ten (10) day period of such notice the BOCES reserves the right to terminate said contract for default, and in order to protect the continuity of the operations, the required services may be procured from the apparent responsible second low bidder or other sources. In the event default action is carried out, the delinquent contractor agrees to reimburse the BOCES promptly for excess costs occasioned by such expenditures from revenue owed to the original contractor or from the Performance Bond. However, should the bidder cure such breach and perform its obligations during such ten (10) day notice period, the contract shall continue in full force and effect.

The contractor 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.

No bid shall be accepted, or contract awarded, to any Contractor whose performance on any previous contract with this or any other School District or BOCES has been determined to be unsatisfactory. The BOCES Board reserves the right to be the sole judge in this decision.

The BOCES Board may make any investigation they deem necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the BOCES Board all such information and data for this purpose as the Board may request.

GUARANTEES BY THE SUCCESSFUL BIDDER

29. The successful bidder guarantees:
 - a. his or her products against defective material or workmanship and to repair or replace any damages or marring occasioned in transit;
 - b. to furnish adequate protection from damage for all work and to repair damages of any kind for which he or his workmen are responsible, to the building or equipment, to his own work, or to the work of other successful bidders;
 - c. all deliveries will be equal to the accepted bid sample;
 - d. all equipment is standard, new, latest model of regular stock product or as

required by the specifications, with parts regularly used for the type of equipment offered, and no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice. Every unit delivered must be guaranteed against faulty material and workmanship for a period of at least one (1) year from date of acceptance. If during this period such faults develop, the successful bidder agrees to replace the unit or the part affected without cost to the purchaser. Any merchandise provided under the contract, which is or becomes defective during the guarantee period shall be replaced by the successful bidder free of charge with the specific understanding that all replacements shall carry the same guarantee as the original equipment one [1] year from the date of acceptance of the replacement. The successful bidder shall make any such replacement immediately upon receiving notice from the participant.

DELIVERY

30. No items are to be shipped or delivered until receipt of a purchase order from the participating member. The individual member of this Program shall issue purchase orders and payment shall be the responsibility of each member.

Purchase orders will not be issued for amounts less than \$100. (If required and so stated on this bid by vendor any district that is unable to meet the \$100 minimum must pay an added freight charge).

Delivery must be made as ordered and in accordance with the bid and specifications. If delivery instructions do not appear on purchase order, it will be interpreted to mean prompt delivery (not to exceed thirty [30] days). The decision of the Program participant as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of order shall rest with the successful bidder. 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 bidder.

All deliveries shall be immediate, unless stated otherwise on the purchase order.

The Program will not schedule deliveries for Saturdays, Sundays, or legal holidays, except where the convenience of the BOCES, school districts, towns and other Program participants shall govern. Deliveries shall be made between the hours of 8:00 a.m. and 4:00 p.m. unless otherwise instructed.

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.

The successful bidder shall be responsible for delivery of items in good condition at point of destination. Bidder shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from bidder invoices. The receiving unit will note for the benefit of successful bidder when packages are not received in good condition. Bidder will replace all such damaged material without waiting for claim adjustments from carriers.

Unless otherwise stated in the specifications, all items must be delivered into and placed at a point within the building as directed by the shipping instructions or the agent of the facility. The successful bidder will be required to furnish proof of delivery in every instance.

Unloading and placing of the equipment and furniture is the responsibility of the successful bidder. The BOCES, school districts, towns or other Program participants accept no responsibility for the unloading and placing of equipment. Any costs incurred due to the failure of the successful bidder to comply with this requirement will be charged to him. No help for unloading will be provided by the receiving unit, and suppliers should notify their truckers accordingly.

All deliveries shall be accompanied by packing slips, which 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 Supplier

Each carton shall be labeled with the purchase order number and name of person who will receive delivery. Failure to comply with this condition can be considered sufficient reason for refusal to accept the materials.

Time of delivery will be considered a factor in determining the awarding of contracts.

PAYMENTS

31. Payment shall be made within thirty (30) days following the satisfactory completion of the contract and approval by the designated representative of the Town or the Boards of Education. When material is not promptly delivered the vendor may request a participant to make a partial payment after more than 50% of the dollar value of the order has been received. A second (final) partial payment will be made after the order has been completed.

Payment will be made only after correct presentation of claim forms or invoice(s) obtained from the participating unit.

Payment of any claim shall not preclude the BOCES, school districts, towns or other Program participants from making claim for adjustment on any item found not to have been in accordance with General Conditions and Specifications.

No charges will be allowed for cases, boxes, carboys, bottles, etc., nor for freight expenses, expressage or cartage. Cases, boxes, carboys, bottles, etc. will be removed by the contractor at no expense to the purchaser.

SAVING CLAUSE

32. The successful bidder 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 bidder, and which, by the exercise of reasonable diligence, he or she is unable to prevent.

TOXIC SUBSTANCE

33. 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 the Eastern Suffolk BOCES Cooperative Bidding Program 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 chemical and any other commonly used name, to be hazardous, 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 vendor furnishing a toxic substance, as defined by Section 875 of New York State Labor Law, to any Program participant 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 your information, Chapter 551 of the Laws of New York, 1980, Article 28 (toxic substances) can be found on pages TS-1 and TS-2.

USAGE REPORTS

34. The successful bidder must provide, upon request, usage reports detailing purchases during the bid period. Usage reports will include all items purchased and shall include the following:
- a. ship-to location;
 - b. manufacturer and product stock number;
 - c. units purchased;
 - d. unit price and extension.

Usage reports are a requirement of accepting an award from this bid. Such

reports shall be compiled and delivered by the 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:

Calendar Ending	Report Due
October 31, 2010	November 5, 2010

A failure to report in accordance with this paragraph is a material breach of this contract. Vendor may be declared in default of this contract and may be considered a non-responsive and/or a non-responsible bidder for future bids.

VENDOR RESPONSIBILITY

35. Prevailing Wages:

- All vendors submitting bids are required to conform to all current NYS prevailing wage laws. BOCES has applied for and has received a PRC number for this project, which has been included with the specifications. 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:

<http://www.labor.state.ny.us/workerprotection/publicwork/countylistgeneral.shtm>

- BOCES will only pay and the vendor agrees to only charge prevailing wage rates to those employees of any organization that are required by New York State law to receive said rates in the course of doing work for the BOCES;
- The contractor agrees to verify all rates with the New York State Department of Labor prior to submitting a proposal and prior to doing any work for the BOCES as well as to establish which of the those workers involved in any part of a contract for the BOCES are required by law to receive said rates;
- Corporations and Partnerships submitting proposals are hereby informed that ALL personnel working on this project must be paid the prevailing rate or above in accordance with the current New York State Labor Laws in effect during the course of the project. This includes all owners, partners and other management and other employees as required; and
- NOTE: 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 BOCES that they are currently in good standing with the NYS Department of Labor at the time of the bid.

The vendor shall be solely responsible for complying with all applicable laws, regulations, etc., and paying the appropriate prevailing wage rates for the work herein. The cost of such compliance shall be borne entirely by vendor, who shall hold the BOCES harmless from any claims, demands or penalties arising from vendor's failure to comply with the above.

The vendor is obligated to abide by all applicable Board policies and regulations. Refer to the web link below for the BOCES Board policies and regulations:

<http://esboces.org/doc/BoardPolicies.pdf>

Refer to each district website for district Board policies and regulations.

TAX LAW CERTIFICATION REQUIREMENT

36. Effective January 1, 2005, Laws 2004, Chapter 60, Part N Tax Law § 5-a, becomes effective and applies to contracts resulting from solicitations to purchase products or services issued by covered agencies for contracts valued in excess of \$15,000.

The law requires that contractors, prior to approval of contracts valued at more than \$15,000, 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 contractors, 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.

Contractors must also certify, 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, subcontractors and subcontractors' affiliates 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 contractors 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 \$15,000. Proposed contractors 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 contractors, 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.nystax.gov/sbc/nys_contractors.htm. The Tax Department may also be reached at 1-800-698-2931 for additional clarification.

DISCLOSURE FORM

37. The enclosed "Disclosure Form" must be submitted in its original form with each bid.

REQUESTS FOR CLARIFICATION/ADDITIONAL INFORMATION

38. 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 December 8, 2009 to:

Ms. Laurie Conley
School Purchasing Agent
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 BOCES 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 to Eastern Suffolk BOCES bid site at www.longislandbidsystem.com.

SEVERABILITY

39. Should any provision of this agreement, 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 agreement had been executed with the invalid provision(s) eliminated.

FAILURE TO ENFORCE

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

RESERVATION OF RIGHTS

41. BOCES reserves the right to reject all bids. Also reserved is the right to reject, for cause, any bid in whole or in part; and to waive non-material defects, irregularities, and omissions, if, in its judgment, the best interests of the BOCES will be served.

BOCES reserves the right to reject incomplete submissions. BOCES 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.

BOCES 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 complete the work as per the specifications.

BOCES reserves the right to reject bids that impose conditions that would modify the terms and conditions of the specification, or limit the vendor's liability to the BOCES on the contract awarded on the basis of such bid.

ENTIRE AGREEMENT

42. The vendor's bid submission and these bid specifications and documents attached or referenced hereunder shall constitute the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.

All bidders must sign below to verify that the above has been read and that the conditions listed will be adhered to. If the page is not signed, awards will not be recommended to your firm for equipment items. If this page is signed and it is determined that your firm was unable to provide these services, you may be deemed a non-responsive bidder and removed from the Program's bid list.

Signature

Firm Name

SPECIFICATIONS

Bid # 2010-020-1215: Tank Testing, Repair and Cleaning

Purposes:

To establish an annual Contract with the successful bidder(s) to provide tank testing, repair and cleaning services for the Eastern Suffolk BOCES Cooperative Purchasing Program.

General Conditions:

- I. Each bidder (Company, Corporation, etc.) and each tank test technician must be certified by the Suffolk County Department of Health to do a Suffolk County approved tank test. A copy of the appropriate certification for each bidder and tank test technician must be submitted with the bid. The removal, repair and cleaning of all tanks must be in strict accordance with the regulations set forth by the Suffolk County Department of Health, including the acquisition of the required permits. In addition, a copy of the proper Federal, State and County licenses for the removal and transportation of contaminated materials (Section C) must also be submitted by those bidding on that section.
- II. The tanks tested will be those holding fuel oil, diesel oil, waste oil or gasoline.
- III. Depending on it's best interest, the Program reserves the right to award this bid to one vendor or vendors or by item.
- IV. With regard to sections A, B, C and D of this bid, the Program requires that each vendor bid on all items within each section. To ensure job completion, the prices bid must include all miscellaneous expenses not covered within this bid.
- V. The awarded vendor(s) must make the necessary repairs on all failed tanks within four (4) days from the initial test. In case of an emergency, the awarded vendor(s) must make the repairs immediately.
- VI. Each bidder will supply three (3) references for similar work. Please include the name, address and telephone # of each reference.
- VII. The successful bidder(s) agrees that by submitting his bid that he shall employ only competent workmen in performing his contract and if notified in writing that, in the opinion of the Eastern Suffolk BOCES Cooperative Purchasing Program, any employee of the successful bidder(s) is incompetent, he shall forthwith replace him or her and shall not again employ such person in the performance of the contract.

The successful bidder(s) by the submission of a bid shall agree to comply with all applicable Federal, State and Local Laws, and in particular the following Labor and General Municipal Law of New York State.

- a) **Labor Law**
Section 220, re: hours, wages and supplements
Section 230, article 9 re: Prevailing Wage Rates and Supplements
A schedule of Prevailing Wage Rates has been applied for and will become part of the contract.

In addition, 29CFR Part 1910-146, Re: Permit requires confined spaces and other related OSHA standards.

- b) **General Municipal Law**
Section 103 re: equivalences
Section 103-d re: non-collusion
Section 106-b re: payment of contractors and sub-contractors
Section 108 re: Worker's Compensation Insurance
Section 109 re: non-assignment of public contracts

VIII. Any miscellaneous parts that have to be obtained by the awarded vendor(s) must be purchased at the lowest cost possible. The Program participant must be notified in advance, by the awarded vendor(s), of said purchase and the estimated cost involved.

- a) No district is obligated to participate in this bid. All Program participants have the option of purchasing off this bid.

Award

The award will be made to the lowest responsible bidder meeting specifications.

The Eastern Suffolk BOCES Cooperative Bidding Program reserves the right to make the award in the best interest of the Eastern Suffolk BOCES Cooperative Bidding Program.

BOCES will award this bid by item and/or item classification, whichever is in the best interest of the BOCES.

Each vendor will supply one (1) CD-RW containing a Microsoft® Excel® spreadsheet with all of the items, Item numbers, and description of items BOCES requires. To the far right of the spreadsheet is one column where each vendor shall fill in their bid price.

All prices entered by the vendor will be viewed "as specified" unless the vendor indicates the item as an alternate.

It is recommended that the vendor submit with its bid package a CD-RW with the bid package with all prices recorded in the price column. The vendor must also include with their submission of the CD-RW a paper printout of the Excel® spreadsheet from the CD-RW. In the case where a price discrepancy exists from the CD-RW and the printout, the CD-RW prices will prevail.

Only unit prices are to be entered in the price column. Do not enter extended prices.

If the vendor is unable to enter prices on a CD-RW, due to lack of technology, the vendor may submit the prices on a 3.5" floppy diskette along with a paper printout of the Excel® spreadsheet from the 3.5" floppy diskette. In the case where a price discrepancy exists from the 3.5" floppy diskette and the printout, the 3.5" floppy diskette prices will prevail.

Each bid must be separate and apply only to this designated bid package.

1. Any bid offered in combination with another designated bid package will not be accepted.

Any deviation from any aspect of the General Conditions (i.e., denoted freight free standard) will warrant the Program's rejection of the bid.

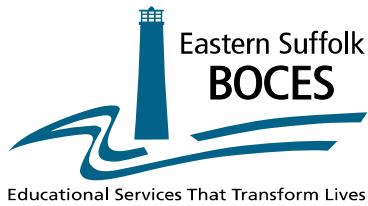
2. Do not extend prices. If you are bidding "as specified," there should not be any reason for description changes or cross outs. Please place each "as specified" unit price only in the "as specified" price column.

Note: Vendors are to pay particular attention to the way each item is requested to be priced.

Example: Price \$_____ / each, or /lot, / ounce.

Varying from the requested price break down may cause that item to be deemed non-responsive.

3. Please place your firm's name on each page of this bid.
4. Any vendor who substitutes after having stated that he or she will supply awarded items "as specified" may (1) have their Cooperative Bid Contract terminated, (2) be liable for any expenses incurred as a result of said Contract termination, and (3) be removed from the Cooperative Bid List.
5. Should it be determined that there exists a potential for a breach of contract, and the matter defies solution on the local level, the Eastern Suffolk BOCES Purchasing Agent shall provide notification to the party suspected of breaching the contract, allowing an opportunity to cure the breach. A time period of ten (10) BOCES business days shall be permitted for a response to cure the problem, or else the Eastern Suffolk BOCES will declare a breach of contract. In the event a vendor is found to have breached the contract, the Purchasing Agent may declare the contract void.
6. The Program requests that the bidders also submit prices for those items where no quantities are listed.



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

Bid Proposal

Bid #2010-020-1215: Tank Testing, Repair and Cleaning

The bidder agrees, if awarded the contract, to furnish those items awarded at the bid prices offered.

Deliveries will be made within _____ calendar days of receipt of purchase orders.

Name of person to contact _____
in relation to this bid. _____ Company

Company Address

Name Name of Officer Signing for Company

Telephone Number and Extension Signature

FAX Number Date

E-mail Address

Company Name _____

Reference Form

Bid #2010-020-1215: Tank Testing, Repair and Cleaning

Please list three (3) references that your firm has serviced in a manner similar in scope to the specifications contained in this bid package. References are part of the bid submission 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 contractor under your present name?

▪ 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 year last:

- 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 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

Bid #2010-020-1215: Tank Testing, Repair and Cleaning

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 certified, 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 (A) has published price lists, rates or tariffs covering items being procured, (B) has informed prospective customers of proposed for pending publication of new or revised price lists for such items, or (C) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning subparagraph one (A).

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 in subdivision one of the Section, 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
and _____ (Individual)
Sign and submit the bid or proposal of this corporation for the following project

(Describe project)

and to include in such bid or proposal the certificate as to non-collusion required by Section One Hundred Three-D of the 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



Department of Business Services
 Board of Cooperative Educational Services
 First Supervisory District of Suffolk County
 201 Sunrise Highway
 Patchogue, NY 11772

Disclosure Form

Bid #2010-020-1215: Tank Testing, Repair and Cleaning

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

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
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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.

Firm Name _____

Signature _____ Date _____

Print Name _____ Title _____

Department of Business Services
10/01/2006

PROVISION 2

Tax Provisions: Purchases made by the EASTERN SUFFOLK BOCES COOPERATIVE BIDDING PROGRAM 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 supplies or equipment or the voucher forwarded to authorize payment for such supplies and equipment 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.

NOTE: Chapter 675 of the Laws of New York for 1966 provides that every bid made to the state or any public department, agency or official thereof, where competitive bidding is required by statute, rule or regulation, for work or services performed or to be performed or goods sold or to be sold, shall contain the foregoing statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury.

A bid shall not be considered for award nor shall any award be made where (1) (2) and (3) of the Non-Collusive Bidding Certification 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 (1) (2) and (3) of the Non-Collusive Bidding Certification 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 state, public department or agency to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder has published price lists, rates, or tariffs covering items being procured, has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or 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 the paragraphs (1) (2) and (3) of the Non-Collusive Bidding Certification.

Affidavit of Compliance

Bid #2010-020-1215: Tank Testing, Repair and Cleaning

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 Eastern Suffolk BOCES 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 Eastern BOCES
policy.
- 3) That no Officer, Employee or Stockholder of the above referenced vendor is an
Employee, in any position, at Eastern Suffolk BOCES

Signed

Date

Sworn to before me this _____

Day of _____, 2009

Notary Public

(SEAL OF THE CORPORATION)

Title

Statement of "No Bid" Form

Bid #2010-020-1215: Tank Testing, Repair and Cleaning

To be received by Tuesday, December 15, 2009

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