

**REQUEST FOR PROPOSALS**

**LEASED VEHICLES**

**FOR THE UTICA CITY SCHOOL DISTRICT**

**TRANSPORTATION BUS GARAGE**

**RFP # 2024-004: LEASED VEHICLES TRANSPORTATION BUS GARAGE**  
**July 1, 2024 – June 30, 2025**

**One Original Proposal and five (5) Copies of the Proposal  
Must Be Received Prior to February 6, 2024 at 2 P.M.  
At the Following Address:**

**Attn: Dr. Kathleen Davis, Interim Superintendent of Schools  
Utica City School District  
929 York Street  
Utica, NY 13502**

**Proposal Packages Must Be Sealed  
And Clearly Marked on the Exterior Showing the Proposal Name**

## GENERAL PURPOSE OF THIS SPECIFICATION

Bid Proposal Form I                      Prices to include all transportation costs for leased vehicles to the District's Transportation Bus Garage. The payment of drivers and aides, will be taken care of by the District. All maintenance, fuel and expenses will be taken care of by the bus contractor and should be factored in to your bid price.

The bid will be awarded to the lowest cost of Bid Proposal Form 1.

All numbers herein are approximate only and subject to change.

The Utica City School District will employ and have absolute control and supervision over the drivers of the vehicles and equipment and the successful vendor shall not interfere with the relationship between the District as employer and the drivers as employees. The District will pay for all wages, social security, workers' compensation and any other taxes, which may be imposed by reason of employment of the District employees.

The District assumes the responsibility for the discipline, training and retaining of its' employees.

These buses will be utilized for the school district's established general transportation program.

This contract will commence on July 1, 2024 and will expire on June 30, 2025.

- A. All conditions and specifications attached hereto will be incorporated and made part of any contract awarded by the Board of Education of the Utica City School District. The submission of a bid proposal for transportation services to be rendered shall constitute an acknowledgement of compliance with said conditions, specifications, and instructions herein cited.
- B. The Board of Education of the Utica City School District reserves the right to award in whole or in part, to waive any informalities in, and/or to reject in whole or in part any or all bids and to re-advertise for new bids, or to accept that bid which in its judgment is for any reason best for the interests of the district.
- C. Form of Proposal
1. Proposals must be submitted on forms attached hereto in a sealed envelope marked "Leased Vehicles," bearing on the outside the name and address of the bidder.
  2. All bid prices shall be dated and written in ink or typed. Signatures shall be in ink and in longhand and must be signed by the chief executive officer of the bidding company. Proposals, which are incomplete, conditional, vague, or obscure, may be rejected as being informal. No oral, faxed, or telephone bids or proposals will be considered.
  3. In accordance with Section 103-d of the General Municipal Law and 305 of the Education Law, it is necessary for each bidder to sign a non-collusive bidding certificate, which is furnished herein.
  4. All bidders shall execute an Iran Divestment Act Certification, which is furnished herein.
  5. Sealed proposals will be received by the Board of Education in the Administration Building located at 929 York Street, Utica, New York 13502, no later than 2:00 P.M. on February 6, 2024, at which time they will be opened and publicly read.
  6. Whether sent by mail or any other means, the bidder assumes responsibility for having his/her bid received by the district by the appointed time. Any bids received after the time and date herein designated will be returned to said bidder unopened.
  7. Bids shall be firm and viable for a period of sixty days from the date of the bid opening.
  8. The Utica City School District is an equal opportunity organization that does not discriminate on the basis of race, creed, sex, age, handicapping condition, or national origin in admission or access to, or treatment or employment in, programs and activities.
  9. All questions pertaining to this bid specification must be submitted in writing to Michael Ferraro, Chief Operations Officer, 929 York Street, Utica, New York.
  10. The award will be based on the grand total of Bid Proposal Forms I & II. The resulting contract will be in effect for the 2024-25 school year.
  11. The school year will begin in September and end in June and will consist of approximately 180 days. The school calendar will be provided to the successful vendor.
  12. The Board of Education reserves the right to reject any or all bids. The Superintendent of Schools will represent the Board of Education in all matters pertaining to the performance of the contract.
  13. Only vehicles listed in this proposal or approved replacements shall be used. All vehicles used in transporting children must be inspected and approved by the N.Y.S. Department of Transportation.
  14. Billing must be received by the fifth day of the month in order for payment to be made by the third week of the month for the previous month's travel.

15. Hours for trips will range from 5:45 a.m. to 6:30 p.m. daily, except for legal and/or school holidays and weekends.
16. All buses must be equipped with cameras provided by the vendor.

During the term of this Agreement, the successful vendor agrees to:

1. Remove and/or cover up any identification of their company's name, including Company's name and U.S. Department of Transportation ("DOT") Number, on each Vehicle.
2. All vehicles must be relabeled with UTICA CITY SCHOOL DISTRICT and the District's transportation phone number on the back of the bus.
3. All expenses incurred will be the responsibility of the vendor.

### **Delivery of Vehicles**

During the term of this Agreement, the successful vendor agrees:

The vehicles shall be delivered to the District's Transportation Bus Garage located at 1600 Broad Street Utica, New York 13501. All costs related to any delivery of the vehicles shall be paid by the vendor prior to delivery of the vehicles. By acceptance of the vehicles upon delivery, the District agrees that such vehicles are in good working order, repair, condition, and in all other respects satisfactory to the District.

Vehicles can be gasoline, diesel or propane powered.

Vehicles must comply with all applicable laws and regulations, be reasonably acceptable to the District, and cannot be more than 10 years old.

### **Title and Registrations**

Titles and ownership in and to the vehicles shall at all times remain vested in the vendor.

### **Vehicle Maintenance:**

The vendor shall maintain and keep all vehicles in good running condition at all times during the term of this Lease and in such a manner that is satisfactory to the District.

- a. The successful vendor shall transfer Vehicles to and from their maintenance facility as needed for to perform any preventative maintenance, inspections, and servicing as may be needed to keep equipment in good working order.
- b. The vendor shall be responsible for the cost of all necessary labor, materials, parts, and supplies as may be needed for work that is performed.
- c. The vendor will provide replacement vehicles at such times as leased vehicles are at the maintenance shop for inspection or repairs.

### **Vehicle Insurance:**

The District hereby agrees to provide the following insurance coverage for vehicles:

- Commercial General Liability Insurance with a minimum coverage of \$2,000,000 per occurrence / \$5,000,000 aggregate. The policy shall positively affirm coverage for sexual abuse and molestation.

- Comprehensive Automobile Liability with a minimum coverage of \$5,000,000 per occurrence. Uninsured/underinsured motorist's coverage shall also be provided with limits equal to or greater than the minimum limits as required by state law. In addition, Physical Damage protection, whether the result of collision, fire, theft or other peril, shall be provided at full replacement cost, subject to adjustment in paragraph (9c) below. Furthermore, Lessee shall furnish satisfactory evidence of insurance with contingent liability endorsement covering Lessor as follows:
  - Public liability insurance in the minimum amount of five hundred thousand dollars
  - (\$500,000) per person per accident;
  - Bodily injury and accidental death in the minimum amount five million dollars (\$5,000,000) for more than one person per accident;
  - Property damage in the minimum amount of fifty thousand dollars (\$50,000).
- Workers Compensation Insurance at least equal to the minimum statutory requirements of the relevant state.
- Employers Liability with a minimum coverage of \$1,000,000.

#### **Accidents:**

The District will notify the vendor of any accidents, loss or damage to a vehicle within twenty-four (24) hours following such event, giving complete information to the vendor. The District will permit the vendor to inspect the vehicle and will provide copies of accident reports and investigation documents, and will promptly advise the vendor of all claims and demands relating to vehicle.

Any costs incurred for repairs or maintenance for an at-fault accident can be billed back to the District.

#### **Fuel for Vehicles**

The successful vendor will provide the District with company gas or credit cards to pay for fuel for all vehicles. The District will provide staff members to fuel the buses.

- A. The successful bidder shall comply with all the requirements of Article 19-A of the N.Y.S. Vehicle and Traffic Law and Regulations issued pursuant thereto. To the extent that the provisions of the statute and regulations conflict with any part of the bidding documents, the statute and regulations shall prevail. The bidder shall comply with the regulations of the DOT, DMV, SED, and all applicable laws.
- B. The successful bidder must submit prior to the date service commences a statement from the N.Y.S. Department of Transportation that the bidder complies in full with all maintenance requirements of said department and must remain in compliance throughout the duration of the contract and any extension thereof. This shall especially include maintenance Sections 720.21 and 721.21 of the N.Y.S. Department of Transportation and the rules and regulations thereof.
- C. The bidder will submit with his/her bid a statement of the make and year of manufacture of each vehicle to be used in the performance of the contract, the seating capacity of each vehicle, and the name of the registered owner of each vehicle. Only the vehicles listed in the proposal or approved replacements shall be used.
- D. The successful bidder must have and maintain a repair garage of sufficient capacity to adequately maintain vehicles required under any contract.
- E. The location of the garage must be such to provide emergency services.
- F. The contractor shall promptly provide substitute buses to replace buses that are out of service for maintenance, repair, or inspection, and such substitute bus must meet in all respects the requirements for such buses set forth herein. No time delays are allowed for any substitute buses for services required herein for any reason.
- G. In the event that the bidder does not have the required number of busses to fulfill this contract at the time of submission of the bid, the district requires that within thirty days after award, the successful bidder must supply satisfactory evidence that the required number of busses will be available prior to the beginning of the contract period or beginning of services. Such evidence may be a signed statement from a bus manufacturer or dealer to the effect that the required number of busses will be furnished prior to the beginning of service.
- H. All buses utilized in fulfilling the terms and performing the contract service under any contract must be painted the national school bus chrome-yellow color. All such buses shall have prominently displayed on the left and right sides of the bus UTICA CITY SCHOOL DISTRICT. All such buses shall have prominently displayed on the front, rear, and both sides a bus number that uniquely identifies the bus compared to all other buses. All such buses shall have prominently displayed on the rear, so as to be visible and legible, the words: "State Law - Stop When Red Lights Are Flashing." The breakdown of a vehicle will immediately be reported to the vendor with complete details of the problem(s). A substitute vehicle of the same size must be dispatched to replace the disabled vehicle to arrive at point of concern within fifteen minutes to complete the required service. One standby vehicle is required for every ten buses in service. These buses must be available to provide immediate service as necessary.
- I. Radios
  - 1. The District will install two-way radios in the buses for communication. Costs incurred will be the responsibility of the District.
- K. Cameras
  - 1. All vehicles are to be equipped with 3 cameras throughout the bus to monitor student behavior.

### **GENERAL CONDITIONS & PROCEDURES**

All invitations to bid issued by the above named SCHOOL DISTRICT will bind bidders and successful

## **SECTION V SAFETY**

bidders to the conditions and requirements set forth in these general conditions, and such conditions shall form an integral part of the contract awarded by the SCHOOL DISTRICT.

### **DEFINITIONS**

“School District” --Shall be the legal designation of the Utica City School District.

“Notice to Bidders” --a formal statement which, when issued by the SCHOOL DISTRICT, constitutes an invitation to bid on the materials, supplies and equipment described by the specifications.

“Board” --the board of education of this School District.

“Bid” --an offer to furnish the lease in accordance with the Bid.

“Bid offer” --the form on which the bidder submits its bid.

“Bidder” --any individual, company, or corporation submitting a bid.

“Contract” --a notice to the successful bidder by the issuance of a purchase order, also all documents relating to the transaction including, but not limited to, the bid offer of the successful bidder, notice to bidders, general information, general conditions, special instructions, specifications, notice of award, bid proposal certifications, etc.

“Successful bidder” --any bidder to whom an award is made by the SCHOOL DISTRICT.

“Contractor” --any bidder to whom a contract award is made by the SCHOOL DISTRICT Board

“Specifications” --the description and scope of lease set forth in the Bid.

### **BIDS**

1. The date, time and place of bid opening will be given in the Notice to Bidders.

2. All bids must be submitted on bid offer forms and in accordance with instructions provided by the board.

3. All bids received after the time stated in the Notice to Bidders may not be considered and will be returned unopened to the bidder. The bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of the SCHOOL DISTRICT. Whether sent by mail or by means of personal delivery, the bidder assumes responsibility for having his bid deposited on time at the place specified.

4. All information required by Notice to Bidders, General Conditions, Specifications, and Bid Offer, in connection with each item against which a bid is submitted, must be given to constitute a regular bid.

5. The non-collusive bidding certification, declaration and resolution (if applicable) must be included with each bid as required by General Municipal Law, section 103-d.

6. The submission of a bid will be construed to mean that the bidder is fully informed as to the extent and character of the supplies, materials, or equipment required and a representation that the bidder can furnish the supplies, materials or equipment satisfactorily in complete compliance with the specifications.

7. No alteration, erasure, or addition is to be made in the typewritten or printed matter. Deviations from the specifications must be set forth in space provided in bid for this purpose.

8. Prices and information required 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.

9. Sales to SCHOOL DISTRICT are not affected by any fair trade agreements. (General Business Law, sec. 369)

10. No charge will be allowed for Federal, State, or municipal sales and excise taxes since the SCHOOL DISTRICT is exempt from such taxes. The price bid shall be net and shall not include the amount of any such tax.



## **SECTION V SAFETY**

11. In all specifications, the words "or equal" are understood after each article giving manufacturer's name or catalog reference, or on any patented article. The decision of the SCHOOL DISTRICT as to whether an alternate or substitution is in fact "equal" shall be final. If bidding on items other than those specified, bidder must in every instance give the trade designation of the article, manufacturer's name, and detailed specifications of item he proposes to furnish. Otherwise, bid will be construed as submitted on the identical item as specified.

12. [Intentionally Omitted]

13. [Intentionally Omitted]

14. When bids are requested on a lump sum basis, bidder must bid on each item in the lump sum group. A bidder desiring to bid "no charge" on an item in a group must so indicate; otherwise bid for group may be rejected.

15. All prices quoted must be "per unit" as specified: e.g., do not quote "per case" when "per dozen" is requested; otherwise, bid may be rejected.

16. Bidder must insert the price per unit and the extensions against each item in his bid. In the event of a discrepancy between the unit price and the extension, the unit price will govern. Prices shall be extended in decimals, not fractions.

17. [Intentionally Omitted]

18. All bids must be sealed. Also, the date and time of the bid opening as indicated on the Notice to Bidders must appear on the envelope. Bids must not be attached to or enclosed in packages containing bid samples. Telephoned quotations or amendments will not be accepted at any time.

19. No interpretation of the meaning of the specifications or other contract document will be made to any bidder orally. Every request for such interpretation should be in writing, addressed to the SCHOOL DISTRICT, not later than five (5) days prior to the date fixed for the opening of bids. Notice of any and all such interpretations and any supplemental instructions will be sent to all bidders of record by the SCHOOL DISTRICT in the form of addenda to the specifications. All addenda so issued shall become a part of the contract documents.

### **AWARD**

21. 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, the purposes for which required, and the terms of delivery.

22. The SCHOOL DISTRICT reserves the right to reject all bids. 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 interest of the SCHOOL DISTRICT will be served. Also, reserved is the right to reject bids and to purchase items on State or county contracts if such items can be obtained on the same terms, conditions, specifications, and at a lower price.

23. The SCHOOL DISTRICT reserves the right to make awards within forty-five (45) 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.

24. 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 contracts on individual items or on total sums, whichever is in the best interests of the SCHOOL DISTRICT.

25. If two or more bidders submit identical bids as to price, the decision of the SCHOOL DISTRICT to award a contract to one of such identical bidders shall be final. (General Municipal Law, sec. 103, sub.

1)

## **SECTION V SAFETY**

### **CONTRACT**

26. Each bid will be received with the understanding that the acceptance thereof in writing by the SCHOOL DISTRICT, to furnish any or all of the items described therein shall constitute a contract between the successful bidder and the SCHOOL DISTRICT. Contract shall bind the successful bidder on his part to furnish and deliver at the prices and in accordance with the conditions of his bid. Contract shall bind the SCHOOL DISTRICT on its part to order from such successful bidder and to pay for at the contract prices, all items ordered and delivered, within ten (10) percent over or under the award quantity, unless otherwise specified.

27. 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 acceptance of contract.

28. A contract may be canceled at the successful bidder's expense upon nonperformance of contract.

29. Cancellation of contract for any reason may result in removal of the successful bidder's name from mailing list for future proposals for an indeterminate period.

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

31. No items are to be shipped or delivered until receipt of an official purchase order from the SCHOOL DISTRICT.

32. 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 other person, company, or corporation, without the previous written consent of the SCHOOL DISTRICT.

### **GUARANTEES BY THE SUCCESSFUL BIDDER**

33. The successful bidder guarantees:

a. His 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. To carry adequate insurance to protect the SCHOOL DISTRICT from loss in case of accident, fire, theft, etc.

### **SAVINGS CLAUSE**

34. 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, acts of God, or for any other acts not within the control of the successful bidder and which by the exercise of reasonable diligence he is unable to prevent.

### **FORCE MAJEURE:**

35. The SCHOOL DISTRICT may terminate the agreement with the successful Bidder, and the SCHOOL DISTRICT shall have no further obligations hereunder if any of the following causes (which events and/or circumstances are hereinafter referred to as "Force Majeure") occur, to the extent beyond the SCHOOL DISTRICT's reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy;

## **SECTION V SAFETY**

### **SPECIAL CONDITIONS**

#### **1. SCOPE:**

This is a request by the Utica City School District (the "SCHOOL DISTRICT"), for sealed bids from duly qualified and eligible leasing entities (the "Lessor") to provide lease of certain equipment (the "Equipment") under a Master Lease Agreement (the "Agreement").

#### **2. TERM OF CONTRACT:**

The contract resulting from this bid invitation shall remain in effect during the lease term set forth in the Bid specifications.

**3. BID ACCEPTANCE PERIOD:** Bids submitted will remain firm for forty-five (45) days from date of bid opening.

#### **4. AMENDMENTS TO BID:**

Any verbal information obtained from or statements made by representatives of the SCHOOL DISTRICT at the time of examination of the documents or site shall not be construed as, in any way, amending contract documents. Only such corrections or addenda as are used by the SCHOOL DISTRICT in writing to all Contracts shall become a part of the Contract. Any addendum issued during the time of bidding shall be included in bids and become a part of the Contract Agreement.

#### **5. OBLIGATION OF BIDDERS:**

At the time of the opening of the bids, each bidder will be presumed to have read and be thoroughly familiar with the contract documents. The failure or omission of any bidder to receive or examine any form, instrument, or document shall in no way relieve any bidder from any obligation in respect to the submitted bid.

#### **6. BIDDER QUALIFICATIONS:**

6.1 By submitting a bid, a bidder acknowledges and accepts the right of the SCHOOL DISTRICT, at their sole discretion, to apply whatever criteria they deem to be reasonable in determining whether or not a bidder has demonstrated its capability of meeting the terms and conditions of this contract.

6.2 A bidder must demonstrate that, immediately upon award of contract, the bidder is capable of meeting the terms and conditions of this contract. In order to be considered responsive, a bidder must be able to demonstrate the experience, personnel, financial stability, and systems requirements necessary to successfully perform this contract. This information is to be available, within three (3) days of request, to the SCHOOL DISTRICT as part of their review of qualifications.

#### **7. GOVERNING LAW:**

Any agreement resulting from this Bid shall be governed by and construed under the laws of the State of New York without regard to its conflicts of laws provisions. The venue for any dispute arising from this Bid shall be a court of competent jurisdiction located in Oneida County, New York.

#### **8. NEW YORK STATE SEXUAL HARASSMENT LAWS:**

By submission of this Bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the NYS labor law. A model policy and training has been created by the NYS Department of Labor and can be found here: <https://www.ny.gov/programs/combating-sexual-harassment-workplace>

## **SECTION V SAFETY**

### **9. DISCREPANCY:**

In the event of any discrepancy, disagreement or ambiguity among the documents which comprise this Bid and the Vendor's Bid, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity; 1) the Bid Document; 2) the Vendor's proposal or bid.

### **10. FORCE MAJEURE:**

The Contractor 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, or acts of God, or for any other acts not within the control of the Contractor and which by the exercise of reasonable diligence he is unable to prevent.

### **11. NO ARBITRATION:**

Disputes involving this contract including breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be heard in a court of competent jurisdiction of the State of New York.

### **12. NON-ASSIGNMENT:**

In accordance with NYS 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 SCHOOL DISTRICT.

### **13. INDEMNIFICATION:**

13.1 The successful bidder shall indemnify and save the SCHOOL DISTRICT and its employees/representatives harmless from and against all claims, demands, losses, costs, damages, suits, actions and proceedings by whomsoever made, brought or prosecuted and in any manner based upon arising out or, related to, occasioned by or attributable to the infringement or contribution to the infringement of any intellectual or industrial property right by the articles, methods, processes or act employed by, or plans, drawings, specifications another written data provided by, the successful bidder or its employees in concern with providing services(s) hereunder (including, without limitations, legal expenses on a solicitor and client basis).

13.2 The provisions of this section shall survive the expiration or sooner termination of this agreement.

## **LIST OF VEHICLES AND BID RESPONSE**

Below is a list of vehicles required by the School District in connection with this Bid. Bidders must indicate in words and figures the unit and total prices for each of the options for which they are submitting a bid. In the event of any mathematical errors, the worded unit price will prevail. We, the undersigned, having examined the specifications and having familiarized ourselves with the conditions and requirements of the proposed contract, hereby propose to furnish the required transportation as indicated for the various categories:

## SECTION V SAFETY

Quantity	Chassis Type	Body Type	MFG	Capacity	Bid Amount per Vehicle (per diem)
4	Bus			72	\$
16	Bus			66	\$
5	Bus			30	\$
1	Bus			28	\$
11	Bus			20	\$
2	Van			5	\$

TOTAL BID PROPOSAL \$ \_\_\_\_\_ per diem

Please note these numbers are approximate and are subject to change.

The number of buses may increase or decrease depending on the needs of the district.

The numbers contained here also include spare coverage buses.

Please be sure that your price includes costs for maintenance and fuel.

**BID PROPOSAL FORM  
UTICA CITY SCHOOL DISTRICT  
UTICA, NEW YORK**

**TITLE & DATE OF SPECIFICATION:**

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**DATE OF PROPOSAL:**

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**NON-COLLUSION BIDDING CERTIFICATION**

By submission of this bid or proposal, the bidder and each person signing on behalf of the bidder or bidders, subject to the terms of Section 103-d of the General Municipal Law amended by Chapter 675 of the Laws of 1966 certifies that:

- a. 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.
- b. Unless otherwise required by Law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and are not knowingly being disclosed by the bidder, prior to opening, directly or indirectly, to any other bidder or to any competitor.
- c. No attempt has been made or is to 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.
- d. The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statement contained in the certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as the person signing in its behalf.

**SIGNATURE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**LEGAL ADDRESS:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

# BID PROPOSAL FORM

## VENDOR INFORMATION AND SIGNATURES

Enter the name of each person, firm, or corporation bidding in response to this solicitation. If the undersigned bidder is:

A. A corporation, give corporate name:

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

B. A partnership or business under an assumed name, enter name of each principal:

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

C. An individual, enter full name:

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

FIRM NAME \_\_\_\_\_

LEGAL ADDRESS \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_

FAX NUMBER \_\_\_\_\_

SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

TYPE \_\_\_\_\_ OR \_\_\_\_\_ PRINT \_\_\_\_\_ NAME \_\_\_\_\_

DATE \_\_\_\_\_



**BID PROPOSAL FORM  
VENDOR INFORMATION AND SIGNATURES**

**IRANIAN ENERGY DIVESTMENT CERTIFICATION**

**Pursuant to Section 103-g  
Of the New York State  
General Municipal Law**

- A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
- B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:
1. The investment activities in Iran were made before July 12, 2012, the investment activities in Iran have not been expanded or renewed after July 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
  2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

---

Signature

Title

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DateCompany Name