OFFICE OF BUSINESS ADMINISTRATION
PATCHOGUE-MEDFORD SCHOOLS
241 South Ocean Avenue
Patchogue, NY 11772
(631) 687-6330

MUSICAL INSTRUMENT RENTALS BID **DATE DUE: 6/17/26**
BID #2026-11 **11:00 A.M.**

ADVERTISED IN: ***NEWSDAY: 6/5/2026*** ***DATE E-MAILED:***

BUSINESS NAME: _____

CONTACT PERSON/TITLE:_____

BUSINESS ADDRESS: _____

TELEPHONE:_____ FAX #:_____

BUSINESS E-MAIL ADDRESS: _____

NOTICE TO BIDDERS

The Board of Education of the Patchogue-Medford Union Free School District of the Town of Brookhaven, popularly known as Patchogue-Medford Schools, (in accordance with Section 103 of Article 5-A of the General Municipal Law) hereby invites the submission of sealed proposals for:

MUSICAL INSTRUMENT RENTALS BID
BID #2026-11 – 11:00 A.M.

Bids will be received at the Business Office, 241 South Ocean Avenue, Patchogue, New York 11772, (631) 687-6330, until June 17, 2026 at the above stated time, at which time and place all proposals will be publicly opened and read at the same office. The person, firm or corporation making such proposal shall submit it in a sealed envelope addressed to Ms. Nicole Ciminiello, Assistant to the Superintendent, 241 South Ocean Avenue, Patchogue, NY 11772. The envelope shall be endorsed on its face with the name of the person, firm or corporation making such proposal, the date and time of the bid opening, and the phrase:

"MUSICAL INSTRUMENT RENTALS BID
BID #2026-11"

The Board of Education reserves the right to reject any or all bids.

June 5, 2026
Patchogue, New York

Nicole Ciminiello
Assistant to the Superintendent

PATCHOGUE-MEDFORD UNION FREE SCHOOL DISTRICT
OFFICE OF BUSINESS ADMINISTRATION
241 South Ocean Avenue
Patchogue, NY 11772
(631) 687-6330

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PATCHOGUE-MEDFORD UNION FREE SCHOOL DISTRICT
OFFICE OF BUSINESS ADMINISTRATION
241 South Ocean Avenue
Patchogue, NY 11772
(631) 687-6330

INSTRUCTIONS TO BIDDERS

1. Sealed proposals for the furnishing and delivery, and installation where called for, of the services, materials, equipment and or supplies, as required by the Board of Education of the Union Free School District No. 24, County of Suffolk, popularly known as Patchogue-Medford Schools, as set forth in the following specifications prepared under the direction of said Board of Education, will be opened in the Office of the School Business Administrator, 241 South Ocean Avenue, Patchogue, New York, on the day and hour stated on Page 1 hereof.

2. The person, firm or corporation making such proposal shall submit it in a sealed envelope to the School Business Administrator, or a duly designated representative, at the place herein mentioned on or before the hour and day stated on Page 1 thereof, and the envelope shall be endorsed on its face with the name of the person, firm or corporation making such proposal, the date of its presentation, and the title of the services, materials, equipment or supplies for which such proposal is made.

3. The bidder shall insert the price per stated unit and the extension against each item in the schedule hereto annexed, which the bidder proposes to furnish and deliver. In the event of a discrepancy between the unit price and the extension, the unit price with govern. The price inserted must be net and must include delivery charges. If required, computation must be made of the total amount of the bid for all items bid upon and the total shall be stated in the space provided at the end of the bid sheet.

4. No charge will be allowed for federal, state or municipal sales and excise taxes, for which the Board of Education is exempt. The price bid 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.

5. No charge will be allowed for cases, boxes, carboys, bottles, etc., nor for freight expenses, expressage or cartage. No empty packages, cases, boxes, carboys, bottles, etc. will be returned to the bidder or contractor and none will be paid for by the Board of Education. However, the bidder or contractor must indicate in writing a desire to remove such cases, boxes, etc. at the time of submission of the bid.

6. When a catalogue reference follows the description of an item, such catalogue reference intended as a means of more fully describing the item in the shortest possible space and is to be regarded as part of the description of the item. All catalogues to which reference is made are available at the Office of the School Business Administrator. The use of such catalogues is not intended to limit competition.

7. All items referred to in the Notice to Bidders, which includes complete and detailed specifications, must be satisfied in accord with such complete and detailed specification. All items referred to by catalogue number must be equal in all respects to those referred to by catalogue number.

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INSTRUCTIONS TO BIDDERS (continued)

8. Each bidder certifies by the submission of a bid that no member of the Board of Education, Union Free School District No. 24, Town of Brookhaven, or any officer or employee thereof, is directly or indirectly interested in the proposal.

9. As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision 165-a has been added to the State Finance Law, and a new provision 103-g has been added to the General Municipal Law, effective April 12, 2012. The New York State Commissioner of the Office of General Services ("OGS") will be developing a list of prohibited entities detailing persons engaging in investment activities in Iran, as defined within section 165-a of the State Finance Law. Any bidder who is on this list will not be deemed a responsible bidder.

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

   Additionally, the bidder/contractor is advised that once the prohibited entities list is posted on the OGS website, any Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to the solicitation, must certify at the time the Contract is renewed, extended or assigned that it is not included on the prohibited entities list.

   Pursuant to section 103-g of the General Municipal Law, the District will not consider for an award and will not award a Contract to an entity that has not made the above certification, except, in the District's discretion, as authorized by sub-section 103-g(4)(c) of the General Municipal Law.

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

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

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INSTRUCTIONS TO BIDDERS (continued)

10. The Board of Education reserves the right to accept this bid by items or as a whole, or in its discretion, reject all bids and re-advertise in the manner provided by Section 103 of the General Municipal Law. In addition, the Board of Education reserves the sole right to determine equivalency where necessary.

11. The Board of Education reserves the right to award this bid to other than the lowest bidder where the Board of Education determines that such low bidder is not the lowest responsible bidder.

12. The Board of Education reserves the right to waive any variances in the offers received in response to this Notice to Bidders where such variances are immaterial to the specifications set forth herein.

13. In determining the qualifications of a bidder, the Patchogue-Medford Union Free School District will consider the bidder's record in the performance of any contract for similar services or products into which the bidder may have entered with the said school district or any other Public Body; and the School District specifically and expressly reserves the right to reject the bid of such bidder if the record discloses that such bidder, in the opinion of the Owner, has not properly performed such contracts of has habitually and without just cause neglected the payment of bills or has otherwise disregarded the bidder's obligations to employees or to the public the bidder serves.

    The School District may make such investigation as deemed necessary to determine the ability of the bidder to perform the terms of the contract, and the Bidder shall furnish the School District any and all information for this purpose that shall be requested. The Board of Education reserves the right to reject any bid if its investigation of the bidder reveals that in the opinion of said Board of Education, the bidder is not properly qualified to carry out the obligations of the contract.

14. Should any prospective bidder find discrepancies or omissions in the specifications, the bidder shall notify the School District at once. The School District will then send written instructions to all bidders. The Board of Education will not assume responsibility for any oral instructions, or interpretations of the meaning of the specifications or other contract documents, to any bidder by any person.

15. Where the schedule or purchase order provides for direct delivery to schools, the items must be placed at a point within the building as directed as the place of delivery. The weight, count, measure, etc. will be determined at the point of delivery. The contractor will be required to furnish proof of delivery in every instance. Bulk materials are to be placed on skids or pallets on the receiving platform as directed by the receiving clerk. No help for unloading will be provided by the Board of Education. Suppliers should notify their truckers accordingly. Deliveries shall be made between the hours of 7:30 a.m. and 3:00 p.m. on weekdays except

on holidays. All materials and supplies must be securely packed in uniform containers, adequately marked as to the contents and delivered without damage or breakage in such units as are specified in the schedule.

16. Each item shall be bid separately. No contingent or conditional bids entered on the bid sheet will be considered. Bidders who wish to submit combination bids on certain items may do so only by submitting same on the official stationary of the company, signed by the authorized individual who executes the other bid documents.

17. Successful bidders must comply with all health and environmental laws, rules and regulations of the State of New York, County of Suffolk, Town of Brookhaven.

18. The successful bidders must furnish product information as called for in the OSHA20 Form (Material Safety Data Sheets) upon the delivery of the products.

    Information must be furnished on substances 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 humans, animals or other biological testing. Such information shall be submitted to the Business Office of the Patchogue-Medford School District and shall be in conformance with New York State Law.

    Information shall include but not be limited to:

    - The name or names of the toxic substance including the generic or chemical name;
    - The trade name of the chemical and any other commonly used name, to be hazardous, if known;
    - The level at which exposure to the substance is determined to be hazardous, if known;
    - The acute and chronic effects of exposure at hazardous levels;
    - The symptoms of such effect;
    - The potential for flammability, explosion and reactivity of such substance;
    - Appropriate emergency treatment;
    - Proper conditions for safe use and exposure to such toxic substance;
    - Procedures for cleanup of leaks and spills of such toxic substance.

19. The Board of Education reserves the right to require a performance bond for the full amount of the contract.

20. The Board of Education reserves the right to award this contract but purchases are dependent upon budgetary considerations.

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INSTRUCTIONS TO BIDDERS (continued)

21. Any bid submitted will be binding for 90 days subsequent to the date of opening. Each bid will be received with the understanding that the acceptance thereof, in writing, by the district shall constitute a contract between the successful bidder and the district. This contract shall bind the successful bidder on his part to furnish and deliver at the prices and in accordance with the conditions of the bid, all supplies for services stated.

22. This bid, if awarded by the Board of Education, will become a contract and will be binding from the date of the award until a new Board of Education takes office on July 1. The New Board of Education will then decide if it will re-award this contract for the remainder of the contract period. This contract can be extended, however, at the sole discretion of the then current Board of Education, on not less than thirty (30) days' notice prior to the expiration of this agreement, for a period not to exceed their term of office. A contract can be extended for up to twenty-four (24) consecutive months on the same terms and conditions as the first year of the contract.

    Notwithstanding any other provisions of this agreement, and without any penalties whatsoever accruing to Patchogue-Medford Union Free School District, the school district may terminate this agreement at any time upon thirty (30) days written notice, by regular mail, to the other party hereto.

23. The Board authorizes the receipt of sealed bids for purchase contracts (including contracts for service work, but excluding any purchase contracts necessary for the completion of a public works contract pursuant to article eight of the labor law) in electronic format, pursuant to the provisions of General Municipal Law §103(1) which addresses proper documentation, authentication, security, and confidentiality of electronic bids.

24. These instructions are to be considered an integral part of all proposals.

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GENERAL CONDITIONS

ARTICLE I – INSURANCE

A. The contractor shall take out and maintain for the life of this contract, insurance for the following risks and to the extent shown, and shall deliver to the Owner, Certificate of Insurance proving such coverage prior to commencement of work.

1. Worker's Compensation – as required by law.

2. Comprehensive Public Liability, including contingent, contractual and completed operation*, with a minimum limit of:

   a. $100,000-$200,000 – bodily injury

   b. $300,000/$500,000 – property damage

   (*) Completed operations coverage shall be provided for a minimum of one (1) year after completion of the contract.

   Note: The certificate must name "Patchogue-Medford School District as an additional insured."

3. Automobile Liability, including owned, non-owned and hired cars and trucks with a minimum limit of:

   a. $500,000/$1,000,000 – bodily injury

   b. $100,000 – property damage

4. Protective Liability policy issued in the name of, and covering the liability of, the Owner with respect to all work under this contract performed by the Contractor or by the Contractor's Subcontractors, including omissions or supervisory acts of the Owner with minimum limits as shown under 2a or 2b above.

5. Automobile Liability and Bodily Injury Liability shall be on an "occurrence" basis.

B. The contractor must furnish the Owner with certificates of Worker's Compensation and Liability Insurance as evidence that the above insurance certificates are provided. These certificates shall state that twenty (20) days written notice will be given to the Owner in the event that any coverage is (1) cancelled, (2) reduced, or (3) allowed to lapse as of renewal date. Certificates from any carrier containing wording which releases the carrier of responsibility for providing written notice as required above will not be acceptable.

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GENERAL CONDITIONS (Continued)

C. The insurance certificate shall also provide specific coverage for the type of work involved under this contract, as evidenced by an indemnification agreement or a hold harmless clause on the reverse side of this certificate.

D. The successful bidder shall furnish to the Board of Education, on or before the commencement of the contract, a performance bond guaranteeing the faithful performance of the contract in accord with the specifications set forth herein. Such bond shall be issued by an insurance or bonding company authorized to do business in New York State. In lieu thereof, the contractor may submit a certified check made payable to "Patchogue-Medford School District", in the amount of ten percent (10%) of the total bid, with a representation that contractor shall indemnify and hold harmless Patchogue-Medford Union Free School District from any additional cost incurred by Patchogue-Medford UFSD by reason of contractor's failure to faithfully comply with the terms of this contract.

ARTICLE II – SCOPE

A. The work under this specification shall consist of furnishing all labor materials, equipment and appliances necessary or required to furnish and install, complete in every respect.

ARTICLE III – JOB CONDITIONS

A. Arrangements for site visitations may be made by a telephone call to the Plants and Facilities office at (631) 687-6480.

B. At the time of the opening of bids, each bidder will be presumed to have inspected the site, and to have examined and to be thoroughly familiar with the drawings, requirements of the Contract and Specifications (including all addenda therefore). The failure of, or omission of any bidder to receive, or examine any drawing, form, instruction or document shall in no way relieve such bidder from any obligation in respect to the bid.

C. Each bidder shall, by careful examination of the site, be satisfactorily aware of the location of the work, foundation conditions, character, quantity of the work to be performed and materials to be furnished, character of equipment and facilities needed preliminary to and during execution of the work, the general and local conditions and all other matters which in any way affect the work herein specified.

D. After the contract has been entered into, no consideration will be given for any misunderstanding as to the work and material set forth herein and shown on any of the accompanying drawings, details and schedules. It shall be understood that the tender of a bid carries with it an agreement, which implies a full understanding of the specifications, drawings, and details, notes, indications and requirements.

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GENERAL CONDITIONS (Continued)

ARTICLE IV – CLEAN-UP

A. This contractor shall at all times keep the premises free from accumulations of waste material or rubbish caused by the work of his trade. Refuse and debris shall not be permitted to accumulate, but shall be removed promptly from the site.

B. This contractor, after completion of the work and prior to final inspection and acceptance by the Owner, shall thoroughly clean and polish all work furnished under the bidder's contract, including fixtures and equipment, leaving same free from dirt, stains, paint, soiling, or defacement of any kind –in perfect condition satisfactory to the Owner.

ARTICLE V – LABOR LAWS

A. The contractor and any subcontractors shall comply with all provisions of the Labor Laws of the U.S. Government and the State of New York. All governmental regulations pertaining to employers and employees, including Prevailing Wage Rate Schedule, will be strictly followed. Annexed to the specifications is what the Board of Education believes is the most recent schedule of prevailing wages for the duties to be performed herein. In the event a more recently published schedule exists, or is subsequently published, such schedule(s) shall control contractor's duty to pay such prevailing wages.

ARTICLE VI – ASSIGNMENT OF CONTRACT

A. The contract or any right, title or interest therein may not be assigned, sold or transferred by the contractor without the written approval of the Board of Education and the Superintendent of Schools.

B. The contractor may not engage subcontractors, hire others to perform all or part of the contractor's agreement nor otherwise delegate the contractor's obligations to perform under the contract.

ARTICLE VII – FIELD INSPECTION, MEASUREMENTS

A. Before ordering any materials or doing any work, this contractor shall verify all measurements, dimensions, and other conditions at the buildings as may be necessary or required in connection with the contractor's work, and shall be responsible for the correctness of same. The contractor shall do such corrective work of this section to perfect it in all respects.

B. No extra charge or compensation will be allowed because of a difference between actual conditions, dimensions, or measurements indicated on the drawings. Any difference that may be found shall be submitted to the owner for consideration before proceeding with the work.

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GENERAL CONDITIONS (Continued)

C. Any sizes listed in the specifications are approximate and are given for use as general guide.

ARTICLE VIII – PERMITS

A. The contractor will be responsible for obtaining all permits required by municipalities at no expense to the school district.

ARTICLE IX – HEALTH AND ENVIRONMENT

A. In the fulfillment of the contract, the contractor will comply will all statutes, rules or regulations of the United States Government, State of New York, County of Suffolk and Town of Brookhaven, concerning health or the environment.

ARTICLE X – APPAREL GOODS

The contractor, seeking to sell or rent apparel to the Patchogue-Medford School District, shall as a condition of any purchase or lease, certify to the District, by signing and notarizing the attached, that the manufacturer of said apparel has operated under the conditions set for below:

A. Rights
   a. The company responsible for the manufacture of the apparel respects workers' rights to form unions.
   b. The company complies with all laws, regulations and applicable standards governing the workplace.
   c. Subcontractors involved in the manufacture of the apparel do not use child labor, forced labor or corporal punishment.

B. Compensation

Wage and benefit levels paid to workers involved in the manufacture of the apparel must be sufficient to meet basic needs and provide some discretionary income for a family appropriate to their community (a living wage).

C. Safety and Health

Subcontractors provide a safe and healthy work environment.

ARTICLE XI – IRAN DIVESTMENT ACT OF 2012

A. As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision 165-a has been added to the State Finance Law, and a new provision 103-g has been added to the General Municipal Law, effective April 12, 2012.

GENERAL CONDITIONS (Continued)

The New York State Commissioner of the Office of General Services ("OGS") will be developing a list of prohibited entities detailing "persons" engaging in "investment activities in Iran," as defined within section 165-a of the State Finance Law. This list is expected to be issued no later than 120 days after the Act's effective date, at which time it will be posted on the OGS website.

B. By entering into this Contract, Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list. Additionally, Contractor agrees that after the list is posted on the OGS website, should it seek to renew or extend the Contract, it will be required to certify at the time the Contract is renewed or extended that it is not included on the prohibited entities list. Contractor also agrees that any proposed Assignee of the Contract will be required to certify that it is not on the prohibited entities list before the Owner may approve a request for Assignment of the Contract.

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

D. In addition to the provisions governing assignment set forth in Article 6 of these General Conditions, the Owner reserves the right to reject any request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

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GENERAL CONDITIONS (Continued)

By signing below, I attest to the conditions stated above.

_____
Name and Title (Please Print)

_____
Authorized Signature

_____
Company

_____
Address

_____
City State Zip

_____
Telephone Number

_____
Federal Employer Identification Number

_____
Date

Subscribed and sworn to me _____
this ___ day of _____ 20____.

_____
NOTARY PUBLIC

The Board of Education shall, in determining whether a bidder is "responsible" within the meaning of General Municipal Law Section 103(1) (a) consider whether the successful bidder has complied with the certification required by this Policy, and (b) whether the successful bidder has failed to provide information sufficient for the Board to determine whether it has complied with said certification.

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Musical Instrument Rental Bid #2026-11

The Patchogue-Medford Union Free School District is interested in obtaining prices to rent the following instruments. The rental period is from July 2026 through June 30, 2027.

Bid Price:

This bid may be awarded to the lowest total responsible bidder with final approval by the Patchogue-Medford UFSD Board of Education. Contract Period: **July 2026 through June 30, 2027.**

Any contract agreed under this Bid is subject to termination by either party with thirty (30) days written notice. In the event of termination of the contract, the District's responsibility shall be to pay for unpaid services performed and authorized costs incurred by the Vendor.

Bid Instructions:

Bidder may not change the Bid Form. Prices as bid must be all inclusive and **include shipping.** Any additions or deletions to the Bid Form may result in the bid being considered non-responsive. Bidder must sign the printed form "Bid Proposal Certifications" which includes the required Non-Collusive Bidding Certification and Iran Divestment Act. **Bids must be submitted to 241 South Ocean Avenue Patchogue, NY 11772, attention of Nicole Ciminiello. The envelope must be clearly marked stating the name of the bid and the bid number. All bids are due by 11:00 A.M. on June 17, 2026.**

The successful bidder may not assign, let, or sublet, or subcontract this contract without the expressed approval of the Patchogue-Medford Schools Board of Education

AWARD:

This bid may be awarded to the lowest total aggregate bid by a responsible bidder, or by any combination of items to multiple responsible bidders whichever is in the best interest of the School District.

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Musical Instrument Rental Bid #2026-11

BID PROPOSAL FORM

The undersigned hereby proposes and agrees to furnish in accordance with the specifications as follows:

Instrument	Yearly Rental Cost July-June
Baritone Horn	
Bari Sax	
Bass Clarinet	
Bassoon	
Bass, String	
Cello	
Cello 3/4	
Cello 4/4	
Clarinet	
Clarinet, Bb	
Clarinet, Bass	
Cornet	
Euphonium	
English Horn	
Flute	
Horn, Baritone	
Horn, French, Double	
Horn, French, Single	
Horn, French, Single F	
Horn, French, Single Bb	

Instrument	Yearly Rental Cost July-June
Marching Baritone Horn	
Marching French Horn	
Oboe	
Piano	
Piccolo	
Saxophone, Alto	
Saxophone, Tenor	
Saxophone, Baritone	
Sousaphone	
String Bass 1/4	
String Bass 1/2	
String Bass 3/4	
Tenor Sax	
Trombone	
Trumpet	
Tuba	
Tuba 3/4	
Viola	
Violin	

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BIDDER'S ADDENDUM SHEET

BIDDER'S NAME _____

BID NUMBER _____

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BID CERTIFICATION

Name of Bidder _____

Business Address _____

Telephone Number _____ Date of Bid _____

The bidder mentioned above declares and certifies:

1. That said bidder is of lawful age and the only one interested in this bid, and that no one other than said bidder has any interest herein.

2. That this bid is made without any previous understanding, agreement or connection with any other person, firm or corporation making a bid for the same purpose and is in all respects fair and without collusion or fraud.

3. That no member of the Board of Education of the Patchogue-Medford Union Free School District, Town of Brookhaven, Suffolk County, New York, nor any officer or employee or person whose salary is payable as a whole or in part from the treasury of said Board of Education, is directly or indirectly interested in this bid or in the supplies, materials, equipment, work or services to which it relates, or in any portion of the profits thereof.

4. That said bidder has carefully examined the instructions to bidders, schedules and specifications prepared under the direction of the Board of Education, and will, if successful in this bid, furnish and deliver at the prices bid and within the time stated, all materials, supplies, apparatus, goods, wares, merchandise, services, or labor for which this bid is made.

5. That the prices quoted are net and exclusive of all federal, state and municipal sales and excise taxes.

6. That the total number of items for which prices are quoted is _____ and the total cost thereof is $_____.

_____
Person, Firm or Corporation

_____
Authorized Signature

PATCHOGUE-MEDFORD UNION FREE SCHOOL DISTRICT
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NON-COLLUSIVE BIDDING CERTIFICATION

A. By submission of this bid, the bidder and each person signing on behalf of the bidder, certifies, and if this is a joint bid each party thereto certifies as to its own organization, under penalty of perjury that to the best of the bidder's 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 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), or (2) and (3) above have not been complied with provided, however, that if any case 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 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 or pending publications 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 of paragraph A above.

C. If the bidder is a corporation, the corporation shall be deemed to have been authorized by the board of directors of the bidder to make the above certification and such authorization 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.

(SEAL OF CORPORATION)

_____
Corporate or Company Name

By _____
Signature Title

PATCHOGUE-MEDFORD UNION FREE SCHOOL DISTRICT
241 South Ocean Avenue
Patchogue, New York 11772

IRAN ENERGY SECTOR DIVESTMENT BID CERTIFICATION

As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision 165-a has been added to the State Finance Law, and a new provision 103-g has been added to the General Municipal Law, effective April 12, 2012. The New York State Commissioner of the Office of General Services ("OGS") will be developing a list of prohibited entities detailing "persons" engaging in "investment activities in Iran," as defined within section 165-a of the State Finance Law. Pursuant to State Finance Law § 165-a(3)(b) and General Municipal Law § 103-g, the initial list is expected to be issued no later than 120 days after the Act's effective date, at which time it will be posted on the OGS website.

By 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 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 state finance law.

By submission of this bid or by assuming the responsibility of a Contract awarded hereunder, each bidder/contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

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

Pursuant to section 103-g of the General Municipal Law, a bid shall not be considered for award nor shall any award be made where the bidder has not made the above certification, 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 therefor.

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

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

(SEAL OF CORPORATION)

_____
Corporate or Company Name

By _____
Signature Title