



NOTICE TO BIDDERS

RFB 2526-12

Roofing Maintenance and Repairs

The **Dutchess County Board of Cooperative Educational Services (Dutchess BOCES)** in accordance with Section 103 of Article 5-A of the General Municipal Law, hereby invites the submission of sealed bids to provide the services of maintenance and repairs to campus roofs as required by Dutchess BOCES, as set forth in this solicitation.

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

This Request for Bids is being offered by Dutchess County Board of Cooperative Educational Services (Dutchess BOCES) through Taylor Fiorito, Purchasing Agent. Sealed bids, on the forms provided, are to be filed with the same, and will be publicly opened at the Dutchess BOCES campus at **11:00 a.m. on March 13, 2026**. In the event that Dutchess County BOCES is closed the day of the Bid opening, the bid(s) will be opened the next day that Dutchess County BOCES is open.

All questions or requests for clarification regarding this RFB must be submitted in writing via email to the purchasing department no later than March 1, 2026. Responses will be shared with all known bidders.

Point of Contact for this RFB is:

Dutchess BOCES

ATTN: Taylor Fiorito, Purchasing Assistant
5 BOCES Rd, Poughkeepsie, NY 12601
Email: taylor.fiorito@dcboces.org
Phone: 845.486.4800 ext. 2203

Point of Contact for Technical Questions is:

Dutchess BOCES

ATTN: Raymond Lake, Head Maintenance Mechanic
5 BOCES Rd, Poughkeepsie, NY 12601
Email: raymond.lake@dcboces.org
Phone: 845.486.4800 ext. 2224

Attachments:

- Attachment 1. Site Map
- Attachment 2. Pricing Worksheet

RECEIPT CONFIRMATION FORM

PLEASE COMPLETE AND RETURN THIS FORM ASAP
 RFB NUMBER: #2526-12 TITLE: **Roofing Maintenance and Repairs**

Vendors: Please complete and return this form as soon as possible. Doing so will ensure you receive all future updates on this request. Email to: taylor.fiorito@dcbooces.org

<i>COMPANY NAME</i>		
<i>ADDRESS</i>		
<i>CITY</i>	<i>STATE</i>	<i>ZIP</i>
<i>POC:</i>		<i>TITLE:</i>
<i>PHONE:</i>		<i>FAX:</i>
<i>EMAIL:</i>		

_____ **We intend to submit a bid no later than 11:00 a.m. on March 13, 2026.**

I understand that all communications related to this request will be sent to the email address I provided, and I authorize Dutchess BOCES to do so.

_____ **We DO NOT intend to submit a bid in response to this request.**

Dutchess BOCES is interested in the reasons why bidders fail to submit bids. Please indicate your reason(s) by checking all appropriate item(s) below and returning this form to the address below.

- **Insufficient time allowed for preparation of bid.**
- **We do not offer these goods/services.**
- **Insurance requirements are too restrictive.**
- **Bond requirements are too restricting.**
- **Workload does not allow us to bid at this time.**
- **Specifications unclear or too restrictive.**
- **Quantities too small**
- **Other :** _____
- _____
- _____
- _____

1. INSTRUCTIONS TO BIDDERS

Bidders are responsible for carefully reviewing the entire contents of this RFB packet, including all requirements, specifications, and terms. Please ensure all required documentation is included, completed in full, and submitted according to the instructions provided.

The checklist below outlines the mandatory submission items. Each box must be checked off by the bidder to confirm compliance. Incomplete submissions or failure to follow these instructions may result in disqualification.

All bids become the property of Dutchess BOCES and may be subject to disclosure under the New York State Freedom of Information Law (FOIL), Public Officers Law §84-90.

Bid Due Date: March 13, 2026 at 11 a.m.

Submission Address: Dutchess BOCES, ATTN: Purchasing Department, 5 BOCES Rd, Poughkeepsie, NY 12601

Bid Format: All bids must be sealed and clearly labeled as:

"RFB# 2526-12 - for Roofing Maintenance and Repair"

Bids must include:

- IRS Form W-9
 - Bidders are required to submit one completed hard copy of Pages 13 through 23 in this RFB, with all pages properly and legibly completed with the appropriate signatures.
 - Certificate(s) of Insurance (COI)
 - Vendors must include proof of registration with the NYS Department of Labor in accordance with Labor Law §220(3-a). DOL Registration certificate must be included with the bid submission.
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2. INTRODUCTION & BACKGROUND

BOCES are cooperative associations of school districts established by New York State law to share services efficiently and economically. Dutchess BOCES Purchasing manages procurement for all programs and operations, leveraging collective buying power to achieve best value for Dutchess BOCES and its component districts.

3. SCOPE OF SERVICES

The purpose of this Request for Bids (RFB) is to secure a qualified service provider to provide maintenance and repairs to the roofs at the Dutchess BOCES campus, as needed. The services to be provided under this RFB constitute Public Works per New York State Labor Law §220, and the vendor must adhere to all rules and requirements, including prevailing wage requirements. The Department of Labor (DOL) has issued Prevailing Rate Case (PRC)# 2025009873 to this project.

Services will be rendered on a pay-per-use basis, as needed, and will include all labor, parts, materials, and documentation necessary to ensure full compliance with applicable state and federal regulations. The District will provide access to roof areas as required. Contractors shall coordinate access with District personnel and protect all interior areas during work.

Materials & Roof Types

- Work shall be performed on flat roof areas.
- All membrane repairs shall comply with the specifications of the existing 1-ply roofing system (Firestone or approved equivalent). Materials must be compatible with the existing system and approved by the manufacturer.
- Contractor shall protect all aluminum fascia during work. Any damaged fascia shall be replaced with matching material.

Manufacturer Certification and Warranty Compliance

The contractor shall be certified, authorized, or otherwise approved by the manufacturer of the existing roofing system to perform maintenance and repair work in accordance with the manufacturer's specifications, such that existing roof warranties are not voided.

For roofs utilizing Firestone (or successor brand) single-ply roofing systems, the contractor shall be authorized by the manufacturer to perform repairs on those systems or shall utilize manufacturer-approved materials and methods. Proof of manufacturer authorization or certification may be requested by Dutchess BOCES prior to award or prior to commencement of work.

Contract Period

The initial term of this contract shall begin on April 9, 2026, or upon Board of Education approval, whichever is later, and shall continue for three (3) years through April 8, 2029. The end date of the initial term is fixed and shall not be extended due to a delayed start. Two (2) one-year extension options may be made upon mutual consent.

While Dutchess BOCES intends to execute extensions as described above, nothing herein shall be construed as binding Dutchess BOCES to any extension. Dutchess BOCES reserves the right to decline a contract extension for any reason permitted by law.

This term is intended to provide continuity for Dutchess BOCES and the vendor to enable volume pricing and known service term discounts and planning while providing consistent service expectations, and minimizing administrative burden, on Dutchess BOCES and the vendor.

Inspections

The awarded vendor will provide materials, equipment, supplies and labor to perform inspections on each roof included on the Attachment 1 Roof Inventory. Inspections will be scheduled through Dutchess BOCES Facilities and Operations Department. Inspections require an issued purchase order prior to performance. Inspections shall be performed twice per year, generally occurring in April and October, unless otherwise approved by Dutchess BOCES.

The contractor shall respond to inspection scheduling requests within ten (10) business days. Dutchess BOCES and the contractor will coordinate to schedule inspections at mutually agreeable times.

Inspections shall include, but not be limited to:

- Visual inspection of all roof surfaces for damage, wear, or deterioration.
- Check for ponding water or drainage issues.
- Inspection of flashings, terminations, and edge details for signs of separation, cracks, or damage.
- Inspection of roof penetrations (vents, HVAC curbs, skylights, etc.) for watertight seals.
- Inspection of gutters, scuppers, and downspouts for clogs, damage, or improper drainage.
- Examination of seams, joints, and adhesives for failure or deterioration.
- Inspection of roof insulation (where accessible) for signs of moisture infiltration.
- Identification of any debris, vegetation, or foreign objects that could compromise roof integrity.

Minor Maintenance/Repairs

Contractor may perform minor repairs during an inspection only after Dutchess BOCES provides written authorization or issues a purchase order. Authorization may include a purchase order issued for inspection services with a not-to-exceed amount for minor repairs. Minor repairs may include, but are not limited to:

- Sealing small cracks or gaps with compatible materials
- Re-securing loose flashings
- Replacing up to 10 square feet of membrane/shingles per roof section (larger repairs require separate authorization)
- Cleaning gutters, drains, and scuppers
- Removing debris from roof surfaces

Repairs - General

Repairs identified by Dutchess BOCES, or the vendor, whether during inspections or otherwise, must be authorized in writing or issued under a purchase order prior to any work being performed. Work above and beyond authorized repairs shall not proceed until a purchase order has been issued.

Replacements and New Installations

The awarded contractor may be responsible for providing replacement and new roofing installations, as authorized, as a part of this contract. These services will be performed only after an approved quote is provided and approved and after the receipt of an approved purchase order for that specific project. No work under replacements and new installations will be done prior to the receipt of an issued purchase order.

This contract shall also include roof-related work associated with new or modified roof penetrations, including but not limited to piping, conduit, HVAC lines, curbs, and pitch pockets, etc.

Deliverables

After each inspection, the contractor shall provide an Inspection Report that includes:

- Building name/roof area inspected
- Date and time of inspection
- Summary of conditions observed
- Photos of key findings
- Repairs performed during the visit
- Recommendations for additional repairs or replacements
- Updated roof condition assessment for each building

Inspection Frequency

- **Scheduled Inspections:** Two (2) full inspections shall be performed each year for each designated roof, generally occurring in April and October, unless otherwise approved by Dutchess BOCES.
- **Additional Inspections:** Additional inspections may be requested at the discretion of Dutchess BOCES (e.g., after severe storms or for major repairs). These additional inspections will be billed at the rates provided in the contractor's bid submission.

4. Pricing**Inspections**

Bidders shall submit unit pricing on Attachment 2 for scheduled inspections and per-occurrence inspections. Pricing shall include all labor, materials, equipment, and documentation required to complete the inspection.

Labor

Bidders shall submit hourly labor for regular hourly rate, after hours rate, and emergency response rates as applicable, on the pricing form included as Attachment 2. These rates shall apply to repairs, replacements, and new installations. For any work subject to New York State prevailing wage requirements, the applicable prevailing wage rates shall apply to that work and shall take precedence over the bid labor rates.

Parts and Materials

Bidders shall provide a standard markup rate for parts and materials to be used in repairs, replacements, and new installations. Parts and materials shall be billed at cost plus the stated

percentage markup. No additional markup, fees, or handling charges shall be applied beyond the stated percentage unless approved in writing by Dutchess BOCES. All parts and materials used for any authorized work must be approved under an issued purchase order, and no parts or materials shall be used without prior authorization.

Overall Pricing

Pricing under this contract shall be based on the submitted bid labor rates, unit pricing for inspections, and materials and parts markup as provided on page 23. The District may request written quotes for specific projects prior to issuing a purchase order. Pricing shall remain firm for the duration of the contract term. No additional costs, including trip charges, fuel surcharges, taxes, or any other fees, shall be incurred beyond what is included in the authorized purchase order.

Quote Validity

Unless otherwise stated, all written quotes provided under this contract shall be valid for a minimum of thirty (30) days from the date issued.

Freight and Minimum Orders

All pricing submitted shall be F.O.B. destination, fully freight prepaid. Shipping and handling costs must be included in the bid; no additional freight, delivery, or fuel surcharges will be accepted, except for oversized, bulk, or specialty items requiring nonstandard freight. Any exceptions must be clearly identified in the bidder's submission or written quote and approved in writing by Dutchess BOCES prior to order fulfillment.

5. QUALIFICATIONS & REQUIREMENTS

To be considered for award, vendors must meet the following minimum qualifications and provide documentation as requested:

- Vendors must hold all required and valid licenses and permits under applicable federal, New York State, and local laws.
- Vendors should have a minimum of two years' experience providing similar services.
- Dutchess BOCES reserves the right to disqualify proposers based on negative reference checks or unsatisfactory past performance.
- Vendor must be registered with the NYS DOL, per NYS Labor Law §220

6. CONTRACTOR RESPONSIBILITIES

The awarded contractor shall be responsible for performing all services in a professional, and fully compliant manner. All inspections, maintenance and repairs require an issued purchase order prior to performance. Responsibilities include, but are not limited to, the following:

Timely Service Delivery

The contractor shall ensure that services are provided as scheduled and that repairs are completed in a timely manner. The contractor shall respond to District inquiries, including requests for quotes, routine service requests, and warranty-related issues, within five (5) business days of notification.

When a condition is designated by Dutchess BOCES as an emergency, the contractor shall respond in accordance with the Emergency Response requirements set forth below. The determination of whether a condition constitutes an emergency shall be made solely by Dutchess BOCES.

Emergency Response

When an emergency repair is designated by Dutchess BOCES and involves conditions impacting safety, building operations, or roof integrity, the contractor shall be capable of responding on site within twenty-four (24) hours of notification to assess conditions and perform temporary or permanent repairs, as conditions permit.

Prevailing Wage and Public Works Requirements

All work performed under this contract shall be treated as public work unless otherwise determined by the District. The contractor shall comply with all applicable prevailing wage requirements, including the submission of certified payrolls.

Roofing-Specific Responsibilities

- Contractor shall perform work on flat roof areas, including repairs to existing 1-ply Firestone roofing materials in accordance with manufacturer specifications.
- Contractor shall protect all aluminum fascia during work. Any damaged fascia shall be repaired or replaced with matching material at no additional cost to the District.
- Contractor shall perform inspections, minor maintenance, repairs, replacements, and new installs in accordance with Section 3 Scope of Services.
- Contractor shall ensure all work, including membrane repairs, flashing, roof penetrations, gutters, and downspouts, etc., is completed in a professional and compliant manner.

Contractor Performance & Deductions for Non-Compliance

If the contractor fails to perform services in accordance with the requirements of this contract, including failure to respond to emergency roofing conditions affecting safety, building operations, or roof integrity, Dutchess BOCES reserves the right to self-perform the work or engage another vendor to address the condition.

Any reasonable and documented costs incurred by Dutchess BOCES that exceed the amount that would have been incurred had the work been performed by the awarded contractor may be

deducted from amounts otherwise due to the contractor or charged back to the contractor, as permitted by law.

The contractor shall be responsible for any damage to Dutchess BOCES property resulting from negligence, failure to perform as required, or improper workmanship. If an insurance claim is filed and the proceeds do not fully cover the documented loss, the contractor shall remain responsible for the uncovered portion, including applicable deductibles, to the extent permitted by law.

Warranty

The contractor warrants that all materials, components, and work performed under this contract, shall be free from defects in materials and workmanship for a period of one (1) year from the date of completion, unless a longer manufacturer warranty applies.

The contractor shall promptly repair or replace, at no additional cost to the District, any roofing component or work found to be defective or improperly installed during the warranty period. The contractor shall respond to all warranty-related inquiries within five (5) business days of notification by the District.

Warranty repairs that do not constitute an emergency condition shall be completed within ten (10) business days of District authorization, unless otherwise approved by the District. Warranty repairs involving emergency conditions shall be handled in accordance with the Emergency Response provisions of this bid.

This warranty does not cover damage resulting from misuse, vandalism, acts of God, or modifications performed by anyone other than the contractor.

References

Bidders shall submit a minimum of three (3) references for related services performed within the past three (3) to five (5) years. References should include the client name, contact person, telephone number, email address, and a brief description of the services provided.

Dutchess BOCES reserves the right to contact any references provided and to consider reference information in determining bidder responsibility. Failure to provide references may result in a determination of non-responsibility.

7. CONTRACT RETENTION & TERMINATION CONDITIONS

The following conditions govern the continued retention of any contract awarded under this RFB. Dutchess BOCES reserves the right to terminate the contract, in whole or in part, under the following:

Contract Retention

Dutchess BOCES reserves the right to retain the selected contractor for the full duration of the agreement, including any extensions, provided the contractor complies with all terms and conditions of the contract and performs in a satisfactory manner.

Termination for Cause

Dutchess BOCES reserves the right to terminate this contract, in whole or in part, for cause upon written notice to the contractor. Cause shall include, but not be limited to:

- Failure to perform services in accordance with contract requirements, including failure to perform roofing inspections, repairs, or emergency roof services in accordance with Section 3 Scope of Services
- Repeated delays or failure to meet scheduled service timelines
- Failure to comply with applicable laws, regulations, or safety standards
- Any other material breach of contract, including failures described under Contractor Performance and Non-Compliance

Prior to termination for cause, Dutchess BOCES will provide written notice of the deficiency and may allow the contractor a reasonable period to cure the issue, as reasonably determined by the District. In the event of termination for cause, Dutchess BOCES shall not be liable for any costs incurred by the contractor after the effective date of termination. Payment will be made only for work satisfactorily performed and accepted by the District prior to termination.

Termination for Convenience

Dutchess BOCES may terminate this contract at any time, for any reason, with at least thirty (30) days' written notice to the contractor. In such case, the contractor shall be compensated for services satisfactorily performed and accepted up to the effective date of termination. No compensation shall be due for anticipated profit, loss of future business, or work not yet performed unless otherwise required by law.

Effect of Termination

Upon termination, the contractor shall promptly return all Dutchess BOCES property, data, and documentation. Dutchess BOCES shall not be liable for any further obligations, penalties, or damages beyond payment for services accepted and rendered.

8. INSURANCE & COMPLIANCE REQUIREMENTS

The successful bidder shall maintain, at its own expense, the following insurance coverage throughout the contract term, including any extensions. All policies must be issued by insurers authorized to do business in New York State. Coverage shall include, but not be limited to, risks associated with roofing operations, roof work at height, membrane repairs, and material handling.

Required Coverage and Minimum Limits:

- Commercial General Liability: \$1,000,000 per occurrence / \$2,000,000 aggregate: Includes premises & operations, products/completed ops, contractual liability, and independent contractors.

-
- Business Automobile Liability: \$1,000,000 per accident: Covers owned, leased, hired, and non-owned vehicles.
 - Workers' Compensation and Disability Insurance: As required by NYS Law.
 - Umbrella/Excess Liability: \$1,000,000 per occurrence and aggregate
Must apply over General and Auto policies.

Certificates of Insurance (COI):

- Must list Dutchess BOCES, 5 BOCES Rd, Poughkeepsie, NY 12601 as Certificate Holder.
- Must name Dutchess BOCES, its officers, agents, and employees as Additional Insureds on a primary and noncontributory basis for General Liability.
- Certificates must provide 30 days' prior written notice to Dutchess BOCES of cancellation, non-renewal, or material change.

Subcontractors:

If subcontractors are authorized, they must carry the same coverage and limits. The contractor is responsible for verifying and maintaining their compliance.

Continuous Coverage:

All required insurance policies must remain in full force and effect for the duration of the contract, including any authorized extension periods, without lapse or interruption.

Indemnification:

The contractor shall indemnify and hold harmless Dutchess BOCES, its officers, employees, and agents from any claims, damages, or causes of action arising from the contractor's acts or omissions.

9. DISPUTE RESOLUTION

Dutchess BOCES and the contractor agree to make a good faith effort to resolve any disputes arising under this contract through informal discussion. If a resolution cannot be reached within 120 days, the dispute shall be submitted to binding arbitration in accordance with the rules of the American Arbitration Association. The arbitration will take place in New York State, and the decision of the arbitrator will be final and binding. Each party shall bear its own legal costs, and arbitration fees will be shared equally, unless otherwise directed by the arbitrator.

10. AWARD AND RESERVATION OF RIGHTS

The award of this contract shall be made to the lowest responsive and responsible bidder, optimizing quality, cost, and efficiency, in accordance with GML §103. While price is a significant factor, Dutchess BOCES reserves the right to consider additional criteria in determining responsibility, including but not limited to:

- Reputation and demonstrated ability to meet contract requirements
- Financial stability and legal standing
- Compliance history

- **References**

Dutchess BOCES reserves the right to request additional documentation or clarification from bidders as necessary to evaluate logistical capacity, responsiveness, and service feasibility. Failure to demonstrate the ability to respond to District requests in a timely and professional manner may result in a determination of non-responsibility.

Dutchess BOCES reserves the right to reject any or all bids, to waive minor irregularities, and to award a contract deemed to be in the best interest of the District, in accordance with New York State General Municipal Law §103.

Conflicting Terms

In the event of a conflict between the General Terms and Conditions and the detailed Bid Specifications, the provisions of the Bid Specifications shall prevail.

Dutchess BOCES also reserves the right to resolve any ambiguity or conflict in the bid documents in the manner deemed most favorable to the agency as determined by the purchasing agent.

Timing

Dutchess BOCES may make awards within ninety (90) days of bid opening. Bids may not be withdrawn during this period.

Multiple Awards

Dutchess BOCES reserves the right to award this contract to one or more responsive and responsible bidders, by category, specialty, or scope of services, when it is determined to be in the best interest of the District. Award determinations may be made to ensure adequate coverage, specialized capabilities, pricing advantages, or service efficiency. The District is not obligated to assign all work to any single awarded contractor and may issue purchase orders among multiple awarded vendors based on scope, specialty, availability, or best value.

11. PAYMENTS

No payments can be made without an itemized invoice against a properly issued purchase order, and the vendor acknowledges that services are not to be provided until and unless they received a properly issued purchase order. Vendors are encouraged to provide any discounts available for prompt payment. e.g. 5% 15 Net 45. However, Dutchess BOCES shall not be bound to any payment term shorter than forty-five (45) days.

Dutchess BOCES will not be held liable for payment of any orders placed by, for and to component districts or any other public agency ordering under a piggybacking of this agreement.

NON-APPROPRIATION CLAUSE

This contract is subject to the availability of funds. Dutchess BOCES shall not be liable for any purchase or contract for which funds are not appropriated or encumbered. Payment is authorized only upon issuance of a valid purchase order. In the event funding is withdrawn or a purchase order is canceled, Dutchess BOCES shall be liable only for documented costs incurred up to the date of cancellation and shall not be responsible for lost profits, restocking fees, or future damages.

CERTIFICATIONS REQUIRED FOR PROPOSAL SUBMISSION

Instructions

The following certifications are required by New York State law and/or Dutchess BOCES policy. This packet must be completed in full, signed where indicated, and returned with your bid or proposal. Failure to return a properly completed packet may result in your submission being deemed non-responsive.

Included Certifications

- General Terms and Conditions (2 pages)
- Bidder Responsibility Questionnaire (Please include any additional information as appropriate as well as this form) (1 page)
- Non-Collusive Bidding Certification (GML §103-d) (1 page)
- Iran Divestment Act Compliance Certification (1 page)
- Sexual Harassment Policy Compliance Certification (1 page)
- Conflict of Interest Disclosure Statement (1 page)

All certifications in this packet must be completed and returned for every formal solicitation

The following general conditions apply to all proposal submissions and will govern the interpretation and administration of this solicitation. If general terms listed here are inconsistent with terms of the formal solicitation scope, the terms of the formal solicitation scope supersede these general terms.

- a. Once Dutchess BOCES has opened proposals, there can be no changes to price or terms outside of legally permitted items. In addition, there are no provisions to cancel after an award is made, except by Dutchess BOCES, which maintains a unilateral right to cancel for any reason or no reason at all.
- b. Facsimile, telephone, or verbal proposal or any modifications of proposal documents will NOT be accepted or considered.
- c. Vendors may not alter the proposal documents. Any requested modifications must be submitted in a separate document with the proposal. Dutchess BOCES reserves the right to deem such proposals non-responsive.
- d. Proposals received after the time stated for the proposal opening date in the Notice to Vendors will NOT be considered. The vendor retains all responsibility for proper timely submission..
- e. Dutchess BOCES will interpret the submission of a proposal to mean that the vendor is fully informed as to the extent and character of the services, supplies, materials, and equipment required and that the vendor can furnish the same in complete compliance with the specifications.
- f. Vendors on the NYS Labor Department or Workers' Compensation Debarment Lists are ineligible for award. By submitting a proposal, the vendor affirms that they are in good standing with both agencies as of the proposal date.
- g. No charges will be allowed for federal, state, or municipal sales and excise taxes, from which the political subdivisions are exempt, or for any portion of a gross receipts tax, MTA surcharge or other tax or surcharge imposed upon the vendor.
- h. Dutchess BOCES reserves the right to award this contract to one or more responsive and responsible proposers, if determined to be in the best interest of Dutchess BOCES. Dutchess BOCES may also reject proposals and purchase services under an existing County or New York State contract if such services are available on equivalent terms, at a lower price.
- i. Selection of the awarded proposal will be made in accordance with New York General Municipal Law §103 and all other applicable laws and regulations, on either a lowest responsible bidder or best value basis, as specified in the solicitation..
- j. To ensure compliance, vendors must provide all required documentation demonstrating their ability to fulfill the contract's requirements at their proposal price.
- k. Prices, and all required information, except signature of proposer, should be typewritten or printed for legibility. All signatures must be written.
- l. Failure to respond to a notice of award does not release the vendor from its obligation to perform under the terms of its submitted proposal. Upon notification of award, the vendor has three (3) business days to make a formal written dispute. If no dispute is submitted within this period, the vendor shall be deemed to have accepted the award and must fulfill all contractual responsibilities. Notice of award will be via email.
- m. Even when awarded the contract, the selected vendor(s) will not perform under this contract without an Issued Purchase Order.
- n. It is mutually understood and agreed that the selected vendor shall not assign, transfer, convey, sublet or otherwise dispose of the contract or their right, title, or interest therein, or their power

- to execute such contract, to any person, company or corporation without the previous written consent of Dutchess BOCES.
- o. Payments of any invoice shall not preclude Dutchess BOCES from making claim for adjustments on any item found not to have been in accordance with general terms and conditions and scope of services.
 - p. This contract may be made available to other political subdivisions in accordance with GML §103(16), subject to mutual agreement. This practice, commonly referred to as “piggybacking” is subject to the vendor’s approval of the other entity to purchase under this contract and the terms and conditions remain intact if authority is granted. Dutchess BOCES assumes no responsibility for payment or other obligations of any other entity allowed to purchase under this "piggybacking" clause.
 - q. Contractor personnel performing work under this agreement may be required to submit to criminal background checks in accordance with the SAVE Act and Education Law §305(30).
 - r. Dutchess BOCES reserves the right to request additional documentation or clarification from proposers as necessary to evaluate logistical capacity and service feasibility. Failure to demonstrate the ability to meet contract requirements may result in a determination of non-responsibility.
 - s. Dutchess BOCES reserves the right to reject any or all proposals, to waive minor irregularities, and to award a contract deemed to be in the best interest of the District, in accordance with New York State General Municipal Law §103.
 - t. All materials submitted in response to this RFP shall become the property of Dutchess BOCES and may be subject to disclosure under the New York State Freedom of Information Law (FOIL), Public Officers Law § 84–90. By submitting a proposal, the vendor acknowledges and agrees that Dutchess BOCES is a public entity and is obligated to comply with FOIL. Proposal submissions, including pricing and supporting documentation, may be disclosed to third parties upon request, unless a valid exception under FOIL applies. Vendors requesting exemption from disclosure for specific proprietary or trade secret materials must clearly identify such content at the time of submission and provide a written justification pursuant to FOIL §87(2)(d). Dutchess BOCES will determine the applicability of any claimed exemption in accordance with the law.

These General Terms apply to all solicitations unless otherwise modified. In the event of any conflict between these General Terms and the specific terms set forth in the Request for Proposal (RFP) or Request for Bid (RFB), the terms of the specific solicitation shall control.

Company:	
Title:	
Signature:	
Name:	
Date:	

BIDDER RESPONSIBILITY QUESTIONNAIRE

<i>COMPANY NAME:</i>		
<i>ADDRESS:</i>		
<i>CITY:</i>	<i>STATE:</i>	<i>ZIP:</i>
<i>POC:</i>		<i>TITLE:</i>
<i>PHONE:</i>		<i>FAX:</i>
<i>EMAIL:</i>		Years in business under current name:
BUSINESS REFERENCE 1:		BUSINESS REFERENCE 2:
<i>Please attach additional references or more details when applicable.</i>		
Legal & Compliance		
<ul style="list-style-type: none"> ● I have read the terms and conditions of this RFP and agree to them ● No bankruptcy, liens, or judgments in past 5 years ● Not debarred or suspended by any agency ● This bid is valid for no less than 60 days from the scheduled Bid Opening ● No terms or stipulations added to this proposal are binding unless agreed in writing 		
<i>Comments:</i>		
The undersigned agrees to supply the service and products bid, as agreed upon in final contract and pursuant to the terms of this Request For Bid.		
<i>SIGNATURE</i>	<i>NAME</i>	<i>TITLE</i>

Non-Collusive Bid Certification

I. In accordance with Section 103-D of the General Municipal Law, the following must be subscribed to by every vendor:

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 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.

Company:	
Title:	
Signature:	
Name:	
Date:	

Note: The following is a summary of the legal effect of this certification, provided for informational purposes.

- If the certification above is not completed, **the bid cannot be considered for award.**
- If a bidder cannot make the certification, they must attach a signed statement explaining why. The purchasing official may decide if the bid can still be accepted.
- Corporate bidders are considered to have their **board’s authorization** to sign and submit the bid, including this certification.
- Simply having published price lists or selling items at the same prices to others **does not count as collusion.**

IRAN DIVESTMENT ACT CERTIFICATION

**Pursuant to New York State Finance Law §165-a
(the “Iran Divestment Act of 2012”)**

By submitting 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.

As a condition of submitting a bid or bid to Dutchess BOCES, the undersigned further certifies, under penalty of perjury, the following:

The bidder will not utilize any subcontractor or affiliate that is identified on the Prohibited Entities List to perform work under this contract.

The bidder certifies that no funds received from Dutchess BOCES will be used to conduct or support activities in violation of the Act.

If the bidder is unable to make the above certification, the bidder must provide a detailed written explanation of the circumstances.

Bidder Certification (Check One):

- I certify that the bidder is not on the Prohibited Entities List and is in full compliance with the Iran Divestment Act.

- I cannot certify compliance. An explanation is attached.

Company:	
Title:	
Signature:	
Name:	
Date:	

Sexual Harassment Prevention Certification

State Finance Law §139-I requires vendors on state procurements to certify that they have a written policy addressing sexual harassment prevention in the workplace and provide annual sexual harassment training to all its employees and that such policy, at a minimum, meets the requirements of §201-g of the Labor Law.

By submission of this bid, each vendor and each person signing on behalf of any vendor certifies, and in the case of a joint bid, each party thereto certifies its own organization, under penalty of perjury, that the vendor 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 §201-g of the Labor Law.

The signature below certifies its compliance with State Finance Law §139-I.

Company:	
Title:	
Signature:	
Name:	
Date:	

This form must be signed by an authorized executive or legal representative.

If the vendor cannot make the above certification, they must attach a written statement with their bid detailing the reasons (Failure to certify may render this bid non-responsive):

CONFLICT OF INTEREST DISCLOSURE STATEMENT

PLEASE COMPLETE A OR B BELOW:

A. No affiliations or financial interests exist between myself and any segment of Dutchess BOCES or any employee, board member or elected official of Dutchess BOCES.

Company:	
Title:	
Signature:	
Name:	
Date:	

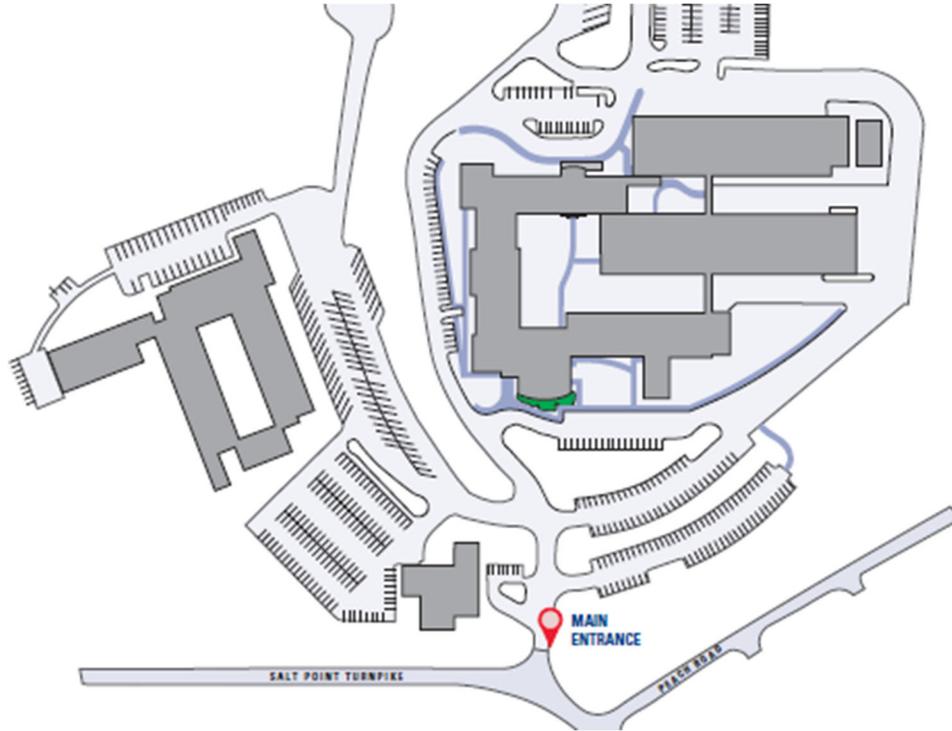
B. An affiliation or financial interest exists with a Dutchess BOCES employee, board member or elected official. The affiliation or financial interest is as follows (please be specific):

Explain Here:

Company:	
Title:	
Signature:	
Name:	
Date:	

Attachment 1. Site Map

Site maps are provided for reference only and are not guaranteed to be accurate.

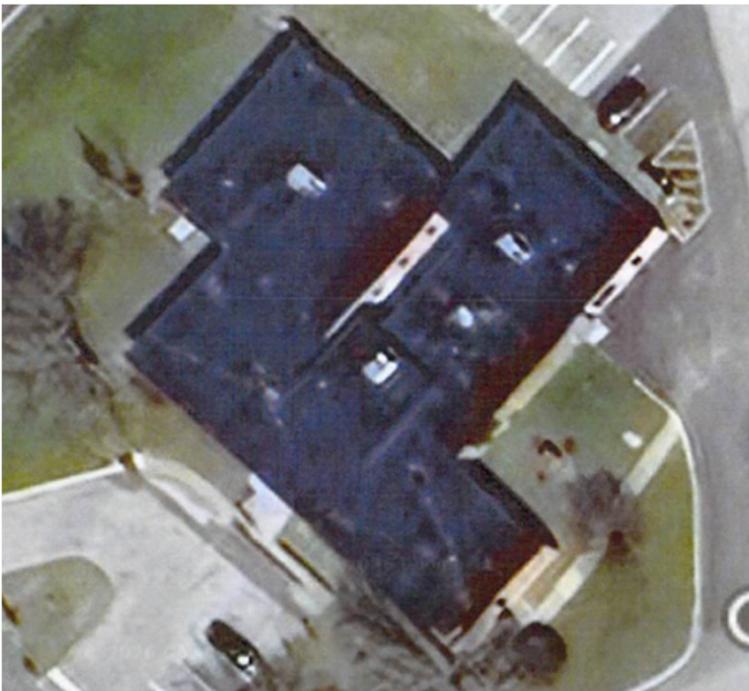


Resilience Academy & CTI
141,713 Sq. Ft.

Attachment 1. Site Map Cont.



Salt Point Center
59,244 Sq. Ft.



Administration Building
11,317 Sq. Ft.

Attachment 2 - Pricing Worksheet

1. Scheduled Inspection Services

Building	Size	Cost per Scheduled Inspection	Cost per Additional Inspection (storm damage, follow-up, etc.)
Resilience Academy & CTI	141,713 Sq. Ft.		
Salt Point Center	59,244 Sq. Ft.		
Administration Building	11,317 Sq. Ft.		

2. Labor Rates

Labor Category	Regular Hourly Rate	After-Hours Hourly Rate	Emergency Hourly Rate
Foreman/Lead Roofer			
Roofer / Journeyman			
Apprentice / Laborer			
Other:			
Other:			

3. Parts & Materials Markup

Item	Markup Rate (%)
All roofing materials (membrane, shingles, flashings, sealants, etc.)	%

Company Name _____

Primary Point of Contact _____

Title _____

Phone & Email _____

Emergency / After Hours Contact _____