



## **NOTICE TO BIDDERS**

### **RFB 2526-16**

**Asphalt Paving, Resurfacing, Striping, and Maintenance**

**- Multi-Award Contract -**

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 Asphalt Paving, Resurfacing, Striping, and Maintenance Contract 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](http://www.dcboces.org).

This Request for Bids is being offered by Dutchess County Board of Cooperative Educational Services (Dutchess BOCES) through Michael Maher, Purchasing Agent. Sealed bids, on the forms provided, are to be filed with the same, and will be publicly opened at the Dutchess BOCES Administration Building at **10:00 a.m. on September 18, 2025**.

#### **Point of Contact for this RFB is:**

**Dutchess BOCES**

ATTN: Michael Maher, Purchasing Agent

5 BOCES Rd, Poughkeepsie, NY 12601

Email: [michael.maher@dcboces.org](mailto:michael.maher@dcboces.org)

Phone: 845.486.4800 ext. 2262

#### **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](mailto:raymond.lake@dcboces.org)

Phone: 845.486.4800 ext. 2224

#### **Attachments:**

Attachment 1. Site Map

Attachment 2. Anticipated Work Schedule

Attachment 3. Pricing Worksheets

# RECEIPT CONFIRMATION FORM

PLEASE COMPLETE AND RETURN THIS FORM ASAP

RFB NUMBER: #2526-16

TITLE: **Asphalt Paving, Resurfacing, Striping, and Maintenance – Multi-Award Contract**

**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: [michael.maher@dcbores.org](mailto:michael.maher@dcbores.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 10:00 a.m. on September 18, 2025.**

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.

- |  |  |
|--|--|
| <input type="checkbox"/> <b>Insufficient time allowed for preparation of bid.</b><br><input type="checkbox"/> <b>We do not offer these goods/services.</b><br><input type="checkbox"/> <b>Insurance requirements are too restrictive.</b><br><input type="checkbox"/> <b>Bond requirements are too restricting.</b><br><input type="checkbox"/> <b>Workload does not allow us to bid at this time.</b> | <input type="checkbox"/> <b>Specifications unclear or too restrictive.</b><br><input type="checkbox"/> <b>Quantities too small</b><br><input type="checkbox"/> <b>Other :</b> _____<br>_____<br>_____<br>_____ |
|--|--|

---

## **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.

**Bid Due Date:** September 18, 2025 at 10 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# 2526-16 - Asphalt Paving, Resurfacing, Striping, and Maintenance"**

### **Bids must include:**

- ☐ IRS Form W-9
  - ☐ DOL Registration certificate; Vendors must include proof of registration with the NYS Department of Labor in accordance with Labor Law §220(3-a).
  - ☐ Bidders are required to submit one completed hard copy of Pages 3 through 19 of this RFB, this hard copy must be returned with your bid. Please note that pages 13 through 19 must be properly and legibly completed with the appropriate signatures.
  - ☐ Certificate(s) of Insurance (COI)
  - ☐ Pricing Worksheets
- 

## **2. INTRODUCTION & BACKGROUND**

Boards of Cooperative Educational Services (BOCES) were established by New York State legislation in 1948 to help smaller school districts expand their educational offerings through shared services. In 1955, additional legislation authorized BOCES to provide vocational and special education services.

BOCES are voluntary cooperative associations of school districts within a geographic region that work together to share planning, programs, and services. This shared approach allows districts to deliver educational and support services more economically, efficiently, and equitably than they could on their own.

BOCES programs and services include, but are not limited to: special education, career and technical education, academic and alternative programs, summer school, staff development, instructional and management technology services, educational communications, and business office support.

---

Dutchess BOCES Purchasing manages procurement for all programs and services offered by Dutchess BOCES, as well as operational needs and requests from component districts. By leveraging the collective buying power of multiple districts, we aim to achieve best value for our schools and taxpayers.

---

### **3. SCOPE OF SERVICES**

The purpose of this Request for Bids (RFB) is to secure qualified service providers to provide asphalt paving, resurfacing, striping, and asphalt maintenance at the Dutchess BOCES campus, as needed by Dutchess BOCES. 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)# 2025009874 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.

All work is subject to applicable prevailing wage requirements. See ‘Contractor Responsibilities’ for full details.

#### **Multi-Award Contract**

As a multi-award contract, Dutchess BOCES departments must request quotes for services from all awarded vendors prior to commencing work. Vendors may provide quotes using contract pricing, or less. Vendors may not charge, or quote, more than the pricing that is approved under this contract. This is referred to as the “mini-bid” process for the purposes of this contract.

The use of multi-award is being utilized to establish a contract with vetted contractors that are fully capable of executing the work requirements of Dutchess BOCES, while providing Dutchess BOCES with enough vendors that scheduling conflicts or other scenarios do not preclude our ability to accomplish projects in a timely manner.

Deeming this the most advantageous award methodology to ensure purchasing law compliance and establish a contract that is fair and beneficial to both Dutchess BOCES and the vendors, this multi-award practice is deemed in the best interest for this contract.

#### **Contract Period**

The initial term of this contract shall begin on October 15, 2025, or upon Board of Education approval, whichever is later, and shall continue for three (3) years through October 14, 2028. The end date of the initial term is fixed and shall not be extended due to a delayed start. At the conclusion of the initial term, two (2) one-year extension options may be made upon mutual consent as described in this RFB.

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.

The awarded contractors shall provide all necessary labor, supervision, equipment, tools, transportation, and materials to complete the following services:

**Preventative Maintenance**

- Sealcoating
- Crack sealing/filling
- Edge repair and reinforcement

**Asphalt Paving and Resurfacing**

- Full-depth new asphalt installation (various depths, as specified)
- Asphalt resurfacing and overlays
- Milling and repaving
- Patching and pothole repair

**Pavement Markings**

- Line striping (parking stalls, traffic lanes, crosswalks, ADA markings)
- Specialty markings as required (arrows, symbols, bus stall # etc.)
- Removal of existing markings as required

**Curbing and Drainage**

- Asphalt or concrete curb installation and repair
- Adjustments to drainage structures as required for paving work

**ADA Compliance Work**

- Accessible ramps and tactile surfaces
- Grading and surface adjustments for compliance

**Miscellaneous Work**

- Excavation and base preparation
- Subgrade stabilization
- Hourly labor for tasks not otherwise listed

**Material Specifications**

All materials shall meet the applicable New York State Department of Transportation (NYSDOT) specifications in effect at the time of work, including but not limited to:

- Hot Mix Asphalt: NYSDOT Section 402
- Pavement Markings: NYSDOT Section 640
- Crack Sealants: NYSDOT-approved products
- Sealcoat materials: NYSDOT-approved or equivalent, as approved by BOCES

Use of non-compliant materials without written approval is strictly prohibited. Any such use shall result in removal and replacement at the contractor's expense and may result in additional penalties as outlined in the Non-Compliance and Remedies section of this solicitation.

**Performance Standards**

All work shall be performed in accordance with manufacturer recommendations, NYSDOT construction standards, and industry best practices. Work shall comply with all applicable federal, state, and local regulations, including but not limited to OSHA and ADA requirements.

---

**Labor ‘Cap’ Percentage Pricing**

Pricing under this contract will be submitted as a percentage over prevailing wage rates. Bidders shall provide a maximum percentage markup ('cap') above the applicable New York State Department of Labor prevailing wage rate (including supplemental benefits) for each role they propose. This cap represents the highest hourly rate the vendor may charge under the contract.

Actual pricing for work will be established through the required mini-bid process and may be lower than the cap. No vendor may bill above their awarded cap percentage.

Agencies purchasing under this contract are responsible for verifying that all work classifications and wage rates used in invoicing match the NYS DOL wage schedule in effect at the time of the work. Certified payrolls are required prior to payment.

**Equipment Pricing**

All equipment rates proposed under this contract shall be firm for the initial three (3) years of the contract term. Equipment rates shall be provided on a not-to-exceed basis for each listed piece of equipment in the Pricing Sheet. These rates shall include all costs associated with the use of the equipment, including operator (if applicable), maintenance, fuel, delivery, pickup, and any other incidental charges, unless otherwise specified in the mini-bid solicitation.

**Non-Billable Incidental Tools**

For the purposes of this contract, “equipment” refers only to major machinery or specialized devices specifically listed in the Pricing Sheet. Incidental tools, including but not limited to hand tools, small power tools, safety gear, measuring devices, and similar items necessary for the performance of work, are considered part of the vendor’s overhead and shall not be billed separately under this contract.

**Materials Pricing**

All materials provided under this contract shall be billed at the vendor’s actual cost plus a markup not to exceed the percentage listed in the Pricing Sheet. “Actual cost” means the amount paid by the vendor to its supplier, excluding any internal handling, storage, or administrative costs.

For each project, the mini-bid process will determine the competitive pricing offered by vendors for both labor and materials. Vendors must submit material costs in their mini-bid responses, and these costs must reflect actual supplier pricing at the time of the mini-bid.

Vendors shall include a copy of the supplier invoice or receipt for all billable materials with each invoice submitted under this contract. The supplier invoice must clearly show the product, quantity, unit price, and date of purchase. All material costs must be commercially reasonable in relation to prevailing market prices for the same or equivalent products. The awarding entity reserves the right to request alternative quotes or additional documentation if material prices appear excessive or unwarranted.

**Non-Billable Items**

Small incidental supplies, such as shop rags, cleaning agents, fasteners, adhesives, and similar consumables necessary to complete the work, are considered part of the vendor’s overhead and shall not be billed separately under this contract.



#### **4. GENERAL INFORMATION**

##### **Contract Formation**

The successful vendor's bid submission, together with this RFB, including any addenda issued, shall form the basis of the contract between Dutchess BOCES and the vendor(s). By submitting a bid, the vendor agrees that all terms, conditions, and specifications of this RFB are binding upon award and shall constitute an agreement. No other documents or terms submitted by the vendor shall be binding unless expressly accepted in writing by Dutchess BOCES.

The following general conditions apply to all bid submissions and will govern the interpretation and administration of this solicitation:

- a. Once Dutchess BOCES has opened bids, 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. The envelope shall be clearly marked on the front with the name of person, firm, or corporation submitting the bid, and **"Asphalt Paving, Resurfacing, Striping, and Maintenance RFB# 2526-16 - bid opening 9/18/2025 10 a.m."**
- c. Facsimile, telephone, or verbal bids or any modifications of bid documents will NOT be accepted or considered.
- d. Vendors may not alter the bid documents. Any requested modifications must be submitted in a separate document with the bid. Dutchess BOCES reserves the right to deem such bids non-responsive.
- e. Bids received after the time stated for the bid opening date in the Notice to Vendors will NOT be considered. The vendor retains all responsibility for proper timely submission.
- f. Dutchess BOCES will interpret the submission of a bid 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.
- g. Vendors on the NYS Labor Department or Workers' Compensation Debarment Lists are ineligible for award. By submitting a bid, the vendor affirms that they are in good standing with both agencies as of the bid date.
- h. 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.
- i. Selection of awarded bids will be based on the lowest responsive and responsible bidders, in accordance with New York General Municipal Law §103(1) and all other applicable laws and regulations. Dutchess BOCES intends to make multiple awards under this solicitation to ensure adequate vendor availability for the mini-bid process.
- j. Prices, and all required information, except signature of bidder, should be typewritten or printed for legibility. Illegible or vague bids may be rejected. All signatures must be written.
- k. Failure to respond to a notice of award does not release the vendor from its obligation to perform under the terms of its submitted bid. 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.

- l. Even when awarded the contract, the selected vendor(s) will not perform under this contract without an Issued Purchase Order.
- m. 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.
- n. 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 terms and conditions and scope of services.
- o. This contract may be made available to other political subdivisions in accordance with GML §103(16). 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.
- p. 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).

**Public Disclosure and FOIL Notice**

All materials submitted in response to this RFB 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 bid, the vendor acknowledges and agrees that Dutchess BOCES is a public entity and is obligated to comply with FOIL.

Bid 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.

---

## **5. QUALIFICATIONS & REQUIREMENTS**

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

**Licensing and Certifications**

Vendors must hold all required and valid licenses and permits under applicable federal, New York State, and local laws

**References and Experience**

Vendors should have a minimum of two years’ experience providing similar services.

Dutchess BOCES reserves the right to disqualify bidders based on negative reference checks or unsatisfactory past performance.



## **6. CONTRACTOR RESPONSIBILITIES**

The awarded contractor shall be responsible for performing all services in a professional, timely, and fully compliant manner. Responsibilities include, but are not limited to, the following:

### **Prevailing Wage**

Work performed under this contract is subject to the requirements of New York State Labor Law Article 8, which governs prevailing wage obligations for all work under this contract.

In accordance with Labor Law §220(3-a), contractors must be registered with the New York State Department of Labor at the time of bid and throughout the term of the contract. Proof of current registration must be submitted with the bid.

If a vendor is removed from the NYS DOL approved vendor list at any time during the contract term, they will be removed from this contract. Vendors must promptly notify Dutchess BOCES upon learning of such removal and must not submit mini-bids after that date.

### **Contractor Performance & Deductions for Non-Compliance**

Contractors that do not participate in the mini-bid process in a recurrent manner are subject to removal from this contract and potential debarment from participating in Dutchess BOCES contracts. Vendors agree that they will participate in the mini-bid process in good faith throughout the term of this contract.

---

## **7. CONTRACT RETENTION & TERMINATION CONDITIONS**

The following conditions govern the continued retention of the 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 contractors 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.

### **Contract Renewal and Rate Adjustment Requests:**

This contract includes two (2) optional one-year extensions beyond the initial three-year term. Renewal shall be upon mutual consent. This is the maximum 5 years allowable under NYS GML §103(1).

Approximately 90 days prior to the end of the current contract term, the awarding entity will notify each awarded vendor of the opportunity to renew. Vendors shall have 30 days from the date of notice to submit:

- A confirmation of intent to renew; and
- Any rate adjustment requests, as allowed under the Equipment Rate Adjustments clause of this contract. Requests must be supported by documentation of cost increases and are subject to approval at the sole discretion of Dutchess BOCES.

Failure to respond within the 30-day period will be deemed a waiver of any rate adjustment request for the subsequent term. The awarding entity reserves the right to approve, negotiate, or deny any requested increase.

**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
- Repeated delays or failure to meet scheduled project completions (force majeure)
- Failure to comply with applicable laws, regulations, or safety standards
- Any other material breach of contract.

Prior to termination, Dutchess BOCES will provide written notice of the deficiency and may allow the contractor a reasonable period to cure the issue, at its sole discretion. 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.

**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 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.

**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.
- Must include 30 days' notice of cancellation or material change.

**Subcontractors:**

If subcontractors are authorized, they must carry the same insurance coverages and limits. The contractor is responsible for verifying and maintaining their compliance and ensuring COIs are submitted to Dutchess BOCES prior to the subcontractor starting any work.

All required insurance policies must remain in full force and effect for the duration of the contract. The vendor shall maintain continuous coverage, without lapse or interruption, from the start date of the agreement through its conclusion, including any authorized extension periods.

Dutchess County BOCES will be held harmless in the event of a claim or cause of action resulting from an accident, injury, or other loss by the contractor.

**Insurance and Bonding (as applicable to certain projects)**

Projects awarded under this contract may require performance and/or payment bonds, depending on the scope and value of the specific work. Any such requirements will be stated in the individual project's scope of work (mini-bid) before issuance of a purchase order or contract. If bonding is required, vendors must clearly identify any associated costs for bonding in their mini-bid submission.

---

**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**

Dutchess BOCES reserves the right, in its sole discretion, to establish an upper cutoff for cap percentages in the event that the number of responsive proposals exceeds the desired award pool. Any such cutoff will be based on the range of submitted cap percentages, applied uniformly, and used solely to manage the size of the award pool and will be applied uniformly to all proposals.

The award of this contract shall be made to the lowest responsive and responsible bidder(s), in accordance with GML §103(1). Responsibility determinations will be made at the sole discretion

of Dutchess BOCES. While price is a significant factor, Dutchess BOCES may also consider additional responsibility criteria, including but not limited to:

- Reputation and demonstrated performance in meeting contract requirements
- Financial stability and legal standing
- Compliance history
- References and past performance evaluations

Responsibility determinations shall be made at the sole discretion of Dutchess BOCES. Dutchess BOCES reserves the right to request additional documentation or clarification from bidders as necessary to evaluate logistical capacity and service feasibility. Failure to demonstrate the ability to meet the stated requirements may result in a determination of non-responsibility.

Dutchess BOCES further reserves the right to reject any or all bids, waive minor irregularities, and award a contract deemed to be in the best interest of the District, consistent with New York State General Municipal Law §103 and other applicable laws. Awards may be made within sixty (60) days of bid opening, during which time bids may not be withdrawn.

### **Timing**

Dutchess BOCES may make awards within sixty(60) days of bid opening. Bids may not be withdrawn during this period.

---

## **11. PAYMENTS**

No payments can be made without an itemized invoice against a properly issued purchase order.

Payments to contractors will be on a per invoice basis with net 45 payment terms.

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 GML 103(16) piggybacking of this agreement.

### **NON-APPROPRIATION CLAUSE**

In accordance with New York State General Municipal Law, Dutchess BOCES shall not be held liable for any purchases or contracts for which funding is unavailable or withdrawn prior to issuance of a purchase order. Vendors agree to hold Dutchess BOCES harmless for any commitments made in the absence of an authorized purchase order.

The issuance of a purchase order indicates that funds have been encumbered for the stated goods or services. In the event a project or purchase must be canceled after issuance, Dutchess BOCES shall only be liable for actual, documented costs incurred up to the time of cancellation. No additional claims for anticipated profit, restocking fees, or future damages shall be honored.

COMPANY NAME:		
ADDRESS:		
CITY:	STATE:	ZIP:
POC:		TITLE:
PHONE:		FAX:
EMAIL:		Years in business under current name:
BUSINESS REFERENCE 1:		BUSINESS REFERENCE 2:
Please attach additional references or more details when applicable.		
<b>Legal &amp; Compliance</b> <input type="checkbox"/> I have read the terms and conditions of this RFB and agree to them <input type="checkbox"/> No bankruptcy, liens, or judgments in past 5 years <input type="checkbox"/> Not debarred or suspended by any agency <input type="checkbox"/> This bid is valid for no less than 90 days from the scheduled Bid Opening <input type="checkbox"/> Pricing for the term is fixed per this RFB terms <input type="checkbox"/> No terms or stipulations added to this bid are binding unless agreed in writing by Dutchess BOCES <input type="checkbox"/> This contract does not guarantee funding beyond the current fiscal year. All purchases are subject to budget availability and issuance of a valid purchase order.		
Comments:		
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.		
SIGNATURE :		

---

**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 vendor and each person signing on behalf of any vendor, 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:

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 vendor or with any competitor;

2. Unless otherwise required by law, the prices which have been presented in this bid have not been knowingly disclosed by the vendor and will not knowingly be disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or to any competitor; and

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

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

The fact that the vendor (i) has published price lists, rates or tariffs covering items being procured, (ii) has informed prospective customers of proposed for pending publication of new or revised price lists for such items, or (iii) has sold the same items to other customers at the same prices being proposed, does not constitute, without more, a disclosure within the meaning of section I. (A) above.

II. Any bid hereafter made to any political subdivision of the State or any public department, agency or official thereof by a corporate vendor for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to Section I above, shall be deemed to include the signing and submission of the Bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

---

Company

---

Signed

---

Title



---

**IRAN DIVESTMENT ACT 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.

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Date: \_\_\_\_\_

---

**Sexual Harassment Prevention Certification**

State Finance Law §139-l 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.

Bidder: \_\_\_\_\_

By (signature): \_\_\_\_\_

Name (Please Print): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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

If the vendor cannot make the above certification, they must provide a statement with their bid detailing the reasons:

---

---

---

---

**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.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Firm Name: \_\_\_\_\_

- 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:

---

---

---

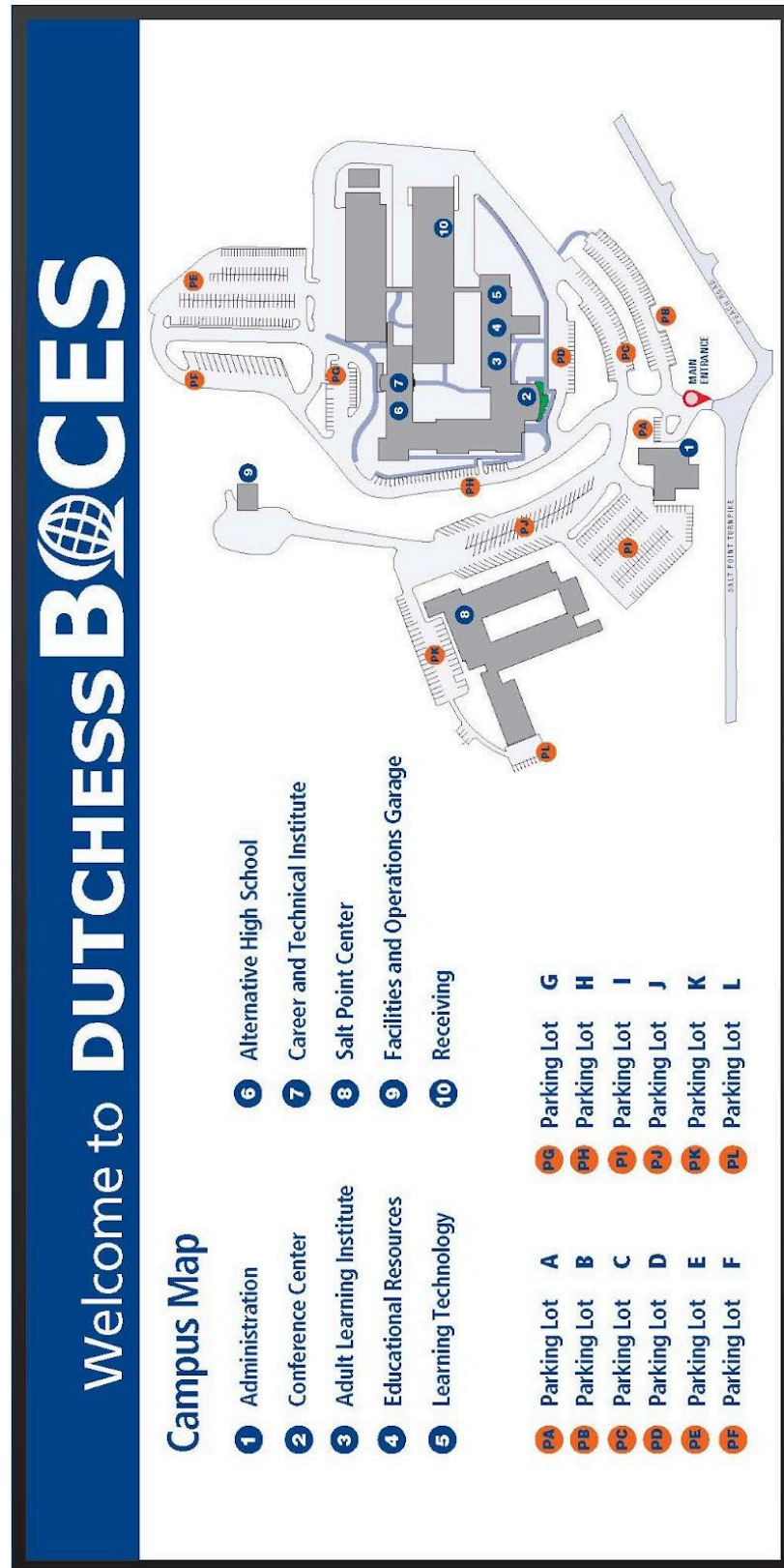
---

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Firm Name: \_\_\_\_\_

**Attachment 1. Site Map**



---

**Attachment 2, Anticipated work**

The following work is anticipated in the coming years, which are expected to be performed under this contract. While it is our plan and expectation to execute these projects as described and to the schedule provided, nothing here commits or guarantees these project to be executed and Dutches BOCES provides no guarantees of the volume, size or nature of projects to be completed under this contract.

**2025:** Dutchess BOCES intends to repave approximately 20,000 square feet of area on lot # 2. This area will be milled and keyed to the adjacent parking areas. This will include milling, repaving, and subsequent striping. There is also an area within the admin building parking that needs repairs to prevent long term damage that may be addressed in this scope, or under a separate scope.

**2026:** Dutchess BOCES intends to repave the area of roadway leading from Parking Lot C up the hill to the CTI building. An area approximately 275 feet long and approximately 25 feet wide. This will include milling, repaving, and subsequent striping.

**2027:** Dutchess BOCES intends to perform crack filling, sealing and striping an area approximately 130,000 square feet in parking areas E, F, and G.

**2028:** Dutchess BOCES intends to continue with sealing and striping to ensure maximum life of existing roadways and parking areas and will likely identify additional replacement areas for ongoing life cycle management.

Another project not yet scheduled is to pave the roadway extending from parking lot J to the Facilities and Operations Garage. This project will include additional excavation and preparation with paving of the roadway and parking areas with subsequent striping.

It is the intent of Dutchess BOCES to continue with life cycle management and maintenance on an ongoing basis for subsequent years.

**Note:** The quantities and project descriptions listed in this attachment are non-binding estimates provided for planning and informational purposes only. Dutchess BOCES does not guarantee any minimum or maximum amount of work, and actual quantities may be greater or less than those shown. All work will be awarded through the mini-bid process described in this solicitation.

# DUTCHESS BOCES

## RFB 2526-16 Attachment 3, Pricing Sheets

Role / Labor Category	NYS Prevailing Wage Classification	Current Prevailing Wage Rate (for reference only)	Cap % (% over then current Prevailing Wage)	Max Billable Rate (Calculated)	Notes (If Not Offered)
Foreman / Supervisor			%		
Skilled Laborer / Paving			%		
Operator – Paver			%		
Operator – Roller			%		
Operator – Misc. Equipment			%		
General Laborer			%		
Traffic Control / Flagging			%		
Other:			%		
Other:			%		
Other:			%		
Other:			%		
Other:			%		



## DUTCHESS BOCES

### RFB 2526-16 Attachment 3, Pricing Sheets

Equipment Type	Unit of Measure (Hour/Day)	Rate	Notes (If Not Offered)
Paver		\$	
Roller – Steel Wheel (Double Drum)		\$	
Roller – Rubber Tire (Pneumatic)		\$	
Plate Compactor / Vibratory Compactor		\$	
Walk-Behind Roller		\$	
Milling Machine – Full-Size		\$	
Milling Machine – Skid Steer Attachment		\$	
Asphalt Saw (Ride-On or Walk-Behind)		\$	
Cold Planer (Small Area Milling)		\$	
Skid Steer Loader (With Bucket/Forks)		\$	
Front-End Loader / Wheel Loader		\$	
Dump Truck (Specify Capacity – e.g., 10-Ton)		\$	
Tack Distributor / Tack Trailer		\$	
Thermoplastic Applicator		\$	
Infrared Asphalt Heater		\$	
Asphalt Recycler		\$	
Trailer for Equipment Transport		\$	
Water Truck / Tanker		\$	
Traffic Control Equipment (Arrow Board, Message Board)		\$	
Other (List)		\$	
Other (List)		\$	
Other (List)		\$	

## DUTCHESS BOCES

### RFB 2526-16 Attachment 3, Pricing Sheets

Material Category	Markup %	Notes
Asphalt – Hot Mix	%	
Asphalt - Binder Course	%	
Asphalt – Cold Patch	%	
Aggregate / Stone	%	
Other (List)	%	
Other (List)	%	
Other (List)	%	
Other (List)	%	
Other (List)	%	

## DUTCHESS BOCES

### RFB 2526-16 Attachment 3, Pricing Sheets

Service	Unit	Max Price	Notes
Crack Sealing (< ½ inch)	LF	\$	
Crack Sealing (> ½ inch)	LF	\$	
4" Painted Line	LF	\$	
Stop Bar	Each	\$	
Directional Arrow	Each	\$	
Handicap Symbol	Each	\$	
Other Marking (List)	Each or LF	\$	
Other Marking (List)	Each or LF	\$	
Other Marking (List)	Each or LF	\$	
Other Marking (List)	Each or LF	\$	
Other Marking (List)	Each or LF	\$	
Other Marking (List)	Each or LF	\$	
Other Marking (List)	Each or LF	\$	