



NOTICE TO BIDDERS

RFB 2526-23

Window Shades and Installation

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 supply and install window shades as required by Dutchess BOCES, as set forth in this solicitation.

This is a Public Works project in accordance with Article 8 of the New York State Labor Law §220 and the Department of Labor has issued PRC# 2025010584 to this project.

Proposal 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 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 **12:00 p.m. on September 16, 2025**.

All questions or requests for clarification regarding this RFB must be submitted in writing via email to the purchasing department no later than September 5, 2025. Responses will be shared with all known bidders.

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

Phone: 845.486.4800 ext. 2262

Point of Contact for Technical Questions 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

Attachments:

Attachment 1. Specifications

Attachment 2. Solicitation Certifications (separate packet)

RECEIPT CONFIRMATION FORM

PLEASE COMPLETE AND RETURN THIS FORM ASAP

RFB NUMBER: #2526-23 TITLE: **Window Shades and Installation**

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@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 12:00 p.m. on September 16 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"/> Insufficient time allowed for preparation of bid.

<input type="checkbox"/> We do not offer these goods/services.

<input type="checkbox"/> Insurance requirements are too restrictive.

<input type="checkbox"/> Bond requirements are too restricting.

<input type="checkbox"/> Workload does not allow us to bid at this time.

<input type="checkbox"/> Specifications unclear or too restrictive. | <input type="checkbox"/> Quantities too small

<input type="checkbox"/> Other : _____

_____ |
|--|---|

1. INSTRUCTIONS TO BIDDERS

Bidders must ensure all required documentation is included, completed in full, and submitted by the deadline. Incomplete or late submissions will not be considered.

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 proposals 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: September 16, 2025 at 12:00 p.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# 2526-23 - for Window Shades and Installation"

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).
 - ☐ Proposers are required to submit one completed hard copy of the Certifications Packet, attached to this RFB with all pages properly and legibly completed with the appropriate signatures.
 - ☐ Certificate(s) of Insurance (COI)
 - ☐ Pricing Submission (as required in Section 3)
 - ☐ Vendors shall submit product brochures, pamphlets, or technical datasheets for all window shade lines being offered under this RFB.
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2. INTRODUCTION & BACKGROUND

BOCES are cooperative associations of school districts established by NYS law to share services more 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 supply and install **window shades, blinds and other window treatments** as needed at the Dutchess BOCES campus. Dutchess BOCES intends to award a contract for the supply and installation of

window shades in multiple areas located on Dutchess BOCES campus. The BOCES reserves the right to extend the contract for additional buildings or areas as needs arise and funding permits.

Services will be rendered on a pay-per-use basis, as needed, and will include all labor, parts, materials, equipment and documentation necessary to ensure full compliance with applicable state and federal regulations.

Dutchess BOCES also reserves the right to purchase additional window treatment products not specified in Attachment 1 under the awarded vendor's catalog, in accordance with the discount or markup structure submitted with this bid.

The services to be provided under this RFB constitute Public Works per New York State Labor Law §220 and are subject to prevailing wage requirements. The vendor must adhere to all rules and requirements, including those outlined under "Contractor Responsibilities." The Department of Labor (DOL) has issued Prevailing Rate Case (PRC)# 2025010584 to this project.

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. 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.

New Installations

The awarded contractor will be responsible for providing new window shades, blinds, and window treatments as needed throughout the Dutchess BOCES campus buildings. These services will be performed only after a qualified bid is provided and a contract approved. No work will be done prior to the receipt of an issued purchase order. Existing Blanket Purchase Orders will not be used for replacements or installations.

Labor

Vendors will provide hourly labor rates. Labor shall be performed during normal business hours unless otherwise approved by Dutchess BOCES. These rates shall apply to all work, including repairs, replacements, and new installations.

Pricing Submission

Vendors shall provide pricing for the window shade(s) specified in Attachment 1 in two distinct categories:

Product Pricing (Supply Only)

- Unit cost for window shade model specified in Attachment 1.
- Unit cost shall include the shade fabric, operating mechanism, hardware, brackets, and any other components required for a complete unit.
- Product pricing shall exclude labor, installation, or mobilization costs.

Labor Pricing (Installation Services)

- Vendors shall provide an hourly labor rate for installation, inclusive of all labor, tools, and equipment.
- Vendors shall specify a minimum labor charge (e.g., half-day mobilization) that will apply when the number of units to be installed does not exceed the threshold for the minimum charge.
- Vendors shall clearly indicate what is included in the minimum charge (e.g., travel, mobilization, setup).
- For installations requiring more than the minimum labor threshold, billing shall be at the stated hourly rate.
- Rates shall be prevailing wage compliant and inclusive of travel, mobilization, and setup.

Catalog Offerings

Vendors shall provide a discount-from-list or markup-on-list structure applicable to their full catalog of window treatment offerings, along with identification of the catalog or published list price source.

Catalog pricing shall not be conditioned on a minimum purchase amount unless expressly stated in the bid submission.

Miscellaneous

All labor shall be performed in compliance with New York State Labor Law, Article 8, and subject to prevailing wage requirements.

Dutchess BOCES reserves the right to evaluate both product and labor pricing as part of the overall best value determination.

Warranty

Vendors shall provide a written warranty for all window shades and installation services offered under this contract. The warranty must clearly state the length of coverage and the scope of coverage (e.g., materials, workmanship, installation, or other).

Warranty documentation shall be submitted with the bid and included with final project closeout materials. At a minimum, the warranty must identify:

- The warranty period (start and end dates).
- What is covered (e.g., shade fabric, operating mechanisms, installation workmanship).

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- What is excluded (e.g., damage due to misuse, abuse, or modifications).
 - The process for making warranty claims and expected response time.

The District reserves the right to consider the warranty terms and coverage as part of its evaluation of vendor responsibility.

Product Information

Dutchess BOCES reserves the right to purchase additional window treatment products not specified in Attachment 1 under this contract, subject to the discount/markup structure submitted.

Vendors should submit product brochures, pamphlets, or technical datasheets for all product lines being offered under this RFB. Submitted materials should include:

- Available fabric and color options (neutral shades must be available).
- Technical specifications (openness factor, blackout capability, fire rating, etc.).
- Operating mechanism options (manual, motorized, child-safe alternatives).
- Warranty details (as described above).

Dutchess BOCES reserves the right to request product samples prior to award, and prior to individual projects as a course of final product determination.

4. GENERAL INFORMATION

Contract Formation

By submitting a bid, the vendor agrees that all terms, conditions, and specifications of this RFB, including any addenda, will be binding upon award. Bidders must complete the Certifications and General Conditions packet, and it must be returned with the bid to constitute a responsible submission.

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 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 must promptly notify Dutchess BOCES upon learning of such removal.

Timely Service Delivery and Installation

The contractor is responsible for ensuring delivery and installation is done as scheduled and within in a timely manner.

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
- 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.

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 contractor shall maintain insurance coverage at its sole cost for the entire contract term, including:

- Commercial General Liability: \$1,000,000 per occurrence / \$2,000,000 aggregate
- Automobile Liability: \$1,000,000 combined single limit
- Workers' Compensation and Disability: As required by New York State law
- Umbrella/Excess Liability: \$5,000,000 per occurrence

Dutchess BOCES, the Board, and its officers/employees shall be named as additional insureds on a primary and noncontributory basis. Policies shall include a waiver of subrogation and require at least 30 days' notice of cancellation or material change. Certificates of insurance must be provided prior to contract award and kept current throughout the contract term.

Certificates of Insurance must:

- List Dutchess BOCES, 5 BOCES Rd, Poughkeepsie, NY 12601 as Certificate Holder.
- Name Dutchess BOCES, its officers, agents, and employees as Additional Insureds on a primary and noncontributory basis (General Liability).
- Include a waiver of subrogation and at least 30 days' notice of cancellation or material change.

If subcontractors are authorized, they must carry the same coverage and limits, with the contractor responsible for verifying compliance.

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**Evaluation Criteria**

All bids received by the deadline will be reviewed by Dutchess BOCES for responsiveness to this RFB, including completion of required forms, certifications, insurance, and technical specifications. Responsive bids will then be evaluated for vendor responsibility, which includes verification of qualifications, references, Department of Labor registration, insurance coverage,

and past performance. Only bids found both responsive and responsible will be considered for award.

Among responsive and responsible bids, the contract will be awarded on the basis of best value, as authorized by New York State Education Law §1950(4)(jj) and General Municipal Law §103. “Best value” means the basis for awarding contracts that optimizes quality, cost, and efficiency, and reflects the lowest overall cost over the contract term.

Scoring Rubric

Bids will be scored according to the following weighted criteria:

- **Product Pricing (Supply Only) – 20%** - Unit pricing for the window shade(s) specified in Attachment 1. Pricing should reflect the actual cost of shades, including fabric, hardware, and components, but excluding installation or mobilization.
- **Labor Pricing (Installation Services) – 10%** - Hourly labor rates and minimum mobilization charges for installation services, inclusive of tools and equipment. Evaluation will consider reasonableness, clarity of structure, and compliance with prevailing wage requirements.
- **Catalog Pricing & Breadth of Offerings – 15%** - Discount or markup structures offered for additional products beyond those specified in Attachment 1. Evaluation will consider the discount/markup structure, the breadth of products demonstrated through submitted catalogs and datasheets, and the transparency of the pricing basis.
- **Technical Compliance – 20%** - Ability of products to meet or exceed specifications in Attachment 1 (shade type, fire rating, safety features, warranty terms).
- **Experience & References – 15%** - Demonstrated successful completion of similar projects, preferably in educational or public-sector environments.
- **Warranty & Service – 10%** - Coverage of materials, workmanship, installation, and responsiveness to warranty claims.
- **Delivery & Installation Plan – 10%** - Ability to meet project timelines, minimize disruption to school operations, and provide professional installation when contracted.

Right to Reject

Dutchess BOCES reserves the right to reject any or all bids, to waive technicalities, and to accept the bid deemed to provide the best value and in the best interest of Dutchess BOCES.

Board Approval and Award

No award shall be made without the formal approval of the Dutchess BOCES Board of Education. The award shall be contingent upon such approval and upon the availability of appropriated funds. A contract shall not be formed until a purchase order or written agreement is executed by Dutchess BOCES.

Notification

The successful vendor will be notified of award via email following Board approval. Unsuccessful bidders will also be notified in writing via email after the award decision is finalized. Upon award notification, the selected vendor will be connected with the project manager for scheduling and execution specifics. Vendor must not perform any work until they receive a purchase order and a Notice To Proceed (NTP).

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 SLA may result in a determination of non-responsibility.

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.

Timing

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

11. PAYMENTS

No payments will be made without an itemized invoice against a properly issued purchase order. Vendors acknowledge that no goods or services are to be provided until and unless a valid purchase order has been received.

Payments will be made on a per-invoice basis with net forty-five (45)-day terms. Vendors are encouraged to offer discounts 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.

Certified payrolls must be submitted with each invoice in accordance with New York State Labor Law, Article 8, §220, and PRC# 2025010584 for this project. No payment will be processed without certified payrolls.

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 only authorized 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 or future damages.

Attachment 1 - Window Shade Specifications

Dutchess BOCES seeks solar window shades that meet or exceed the following specifications:

General Requirements

1. **Type:** Solar shades (roller type), not blinds.
2. **Color:** Neutral tones (to be approved by Dutchess BOCES).
Openness Factor: 0%–3% (0% blackout and 1–3% solar options required).
3. **Fire Rating:** All fabrics must meet or exceed NFPA 701 fire-resistance standards.
4. **Safety:** Preference for **no exposed chains, cords, or wands** due to student population. Vendors may propose alternate child-safe operating mechanisms for review.

Dimensions

1. Common sizes range between 35–80 inches (width/length) and 28–76 inches (height/drop).
2. Vendor must provide measurement and fabrication services to ensure proper fit.

Materials & Performance

1. Fabric shall be durable, fade-resistant, and easy to clean.
2. Hardware, brackets, and installation components must be sturdy, corrosion-resistant, and low-maintenance.
3. Shades must operate smoothly and consistently across all installed units.

Installation Requirements

1. Shades shall be professionally installed by vendor staff in compliance with NYS Labor Law Article 8 prevailing wage requirements.
2. Installation must include all necessary supplies, hardware, and equipment.
3. Vendor shall coordinate installation to minimize disruption to classrooms and school operations.

Warranty

1. Vendors shall provide a written warranty for all window shades and installation services offered. The warranty must clearly state the length of coverage and the scope of coverage (e.g., materials, workmanship, installation). Warranty documentation shall be submitted with the bid and included with final project closeout materials.