



NOTICE TO BIDDERS

RFP 2526-33

Construction Management

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 proposals to provide construction management services to the Dutchess BOCES administration building, as set forth in this solicitation.

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 Proposals is being offered by Dutchess County Board of Cooperative Educational Services (Dutchess BOCES) through Taylor Fiorito, Purchasing Agent. Sealed proposals, on the forms provided, are to be filed with the same, and will be publicly opened at the Dutchess BOCES campus at **2:00 p.m. on March 18, 2026**. In the event that Dutchess County BOCES is closed the day of the RFP opening, the proposals will be opened the next day that Dutchess County BOCES is open.

All questions or requests for clarification regarding this RFP must be submitted in writing via email to the purchasing department no later than March 6, 2026. Responses will be shared with all known proposers.

Point of Contact for this RFP is:

Dutchess BOCES

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

RECEIPT CONFIRMATION FORM

PLEASE COMPLETE AND RETURN THIS FORM ASAP

RFP NUMBER: #2526-33 TITLE: **Construction Management**

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 2:00 p.m. on March 18, 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

Proposers are responsible for carefully reviewing the entire contents of this RFP 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 18, 2026 at 2 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:

"RFP# 2526-33 - for Construction Management"

Proposals must include:

- IRS Form W-9
 - Proposers are required to submit one completed hard copy of Pages 12 through 19 in this RFP, with all pages properly and legibly completed with the appropriate signatures.
 - Certificate(s) of Insurance (COI)
 - Detailed Fee Proposal as outlined in Sections 4 and 10
 - A minimum of three (3) references for similar services
-

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 Proposals (RFP) is to secure a qualified Construction Manager to oversee a project consisting of the following improvements to the Administration Building at the BOCES Campus on Salt Point Turnpike: reconstruction of various office spaces, installation of modular flooring, relining of the underground storm drainage system, overhead abatement, upgrades to the HVAC and fire alarm system and incidental general construction work related to

such upgrades. On February 11, 2026, the Dutchess BOCES Board of Education authorized \$1,695,000 for construction costs associated with these renovations. The building is expected to remain unoccupied during construction, and the Construction Manager will be responsible for coordinating all work, ensuring compliance with applicable laws and regulations, and remedying existing issues within the Administration Building to support administrative operations.

Contract Term

This contract shall commence upon Board of Education approval and execution of a purchase order and shall remain in effect through the full completion of the project, including all construction, close-out activities, final acceptance, and any warranty-related services required under this RFP. No minimum or maximum duration is guaranteed. The project schedule may be adjusted by Dutchess BOCES as necessary to accommodate project needs, delays, or changes in scope.

Dutchess BOCES reserves the right to extend the contract solely to complete remaining project-related services, if required.

Pre-Construction

- Budget development & cost modeling
- Constructability reviews
- Schedule development
- Assistance with design coordination
- Bid packaging strategy
- Phasing and sequencing plans for unoccupied building

Construction

- On-site coordination and oversight
- Schedule monitoring
- Cost control & change order review
- Contractor coordination
- Progress reporting
- Safety coordination and monitoring in accordance with project requirements (does not replace contractor responsibility for compliance)

Construction Phase Responsibilities

In addition to the base construction management duties outlined in this RFP, the proposer shall:

- Review Architect's documents at the completion of Design Development and 90% construction documents and provide an estimate of Construction Cost.
- Develop a detailed construction schedule, including phasing and sequencing.
- Assist in administering the bid process and conducting pre-construction meetings.
- Coordinate all construction activities on a daily basis with contractors and Dutchess BOCES.
- Review monthly payment requisitions and change order proposals, including pricing and schedule impact.
- Monitor job site safety precautions and advise on labor-related issues.

-
- Maintain complete daily records of construction activity and notify the Architect of requirements for inspections and work that appears to not be in conformance with the contract documents.
 - Conduct weekly or biweekly coordination meetings with contractors and design professionals.
 - Prepare monthly reports to Dutchess BOCES on project status, budget, and schedule.
 - Monitor compliance with the insurance provisions of the contract documents.
 - Assist with systems startup, ensuring personnel are trained in operating new equipment.
 - Generate and coordinate punch lists and ensure timely completion by contractors.
 - Review warranties and as-built documentation, and assist in closing out construction contracts.
 - Advise Dutchess BOCES on any disputes arising during the construction process.

Close-Out

- Punch list coordination
- Final inspections
- As-builts & O&M manuals
- Warranty tracking

As-Needed Support

Additional professional construction management services as requested by Dutchess BOCES to support project completion

4. Fee Proposal

Proposers shall submit a detailed fee proposal for professional construction management services associated with the Admin Building Supplement Project. Pricing shall be structured to clearly identify costs for each phase of service and reflect all work necessary to fulfill the Scope of Services.

Pre-Construction Phase

Proposers shall submit a lump sum or not-to-exceed fee for pre-construction services, including but not limited to budgeting, scheduling, constructability reviews, coordination with design professionals, and bid preparation support. The proposal shall clearly identify all services included in this fee.

Construction Phase

Proposers shall submit a fee for construction phase services. Fees may be proposed as a fixed fee or as a percentage of the total construction cost. The proposal shall clearly specify which services are included in the construction phase fee.

Additional Services / Hourly Rates

Proposers shall provide a schedule of hourly rates for key personnel to be used for additional services requested by Dutchess BOCES that fall outside the base scope of services. Any such services shall be performed only upon written authorization by Dutchess BOCES.

Reimbursable Expenses

Proposers shall clearly identify any reimbursable expenses proposed. Expenses not expressly identified in the proposal shall be assumed to be included in the proposed fees.

General Pricing Conditions

All fees shall be inclusive of all overhead, administrative costs, and profit. Dutchess BOCES does not guarantee a minimum volume of services or a minimum contract value. Payment shall be made only for services actually performed and accepted by Dutchess BOCES in accordance with the terms of the contract.

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 three (3) 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 proposer shall be responsible for performing all services in a professional, and fully compliant manner. An issued purchase order is required prior to performance. Responsibilities include, but are not limited to, the following:

Timely Service Delivery

The proposer shall ensure that services are provided as scheduled and that work is completed in a timely manner. The proposer shall respond to District inquiries, including requests for quotes, routine service requests, and questions related to project oversight, within five (5) business days of notification.

Prevailing Wage and Public Works Requirements

All work performed in connection with the project under this contract shall be treated as public work unless otherwise determined by the District. The proposer shall ensure compliance with all applicable prevailing wage requirements, including the submission of certified payrolls, by contractors and subcontractors performing the work. Contractors and subcontractors performing work shall also provide proof of registration with the New York State Department of Labor in accordance with Labor Law §220(3-a).

Contractor Performance & Deductions for Non-Compliance

If the proposer fails to perform services in accordance with the requirements of this contract, Dutchess BOCES reserves the right to self-perform the work or engage another qualified firm 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 proposer may be deducted from amounts otherwise due to the proposer or charged back to the proposer, as permitted by law.

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

Warranty / Professional Services Guarantee

The proposer warrants that all services provided under this contract shall be performed in a professional, competent, and fully compliant manner in accordance with the scope of services, applicable laws, regulations, and industry standards.

The proposer shall promptly address, correct, or remediate any deficiencies in professional services identified by Dutchess BOCES within ten (10) business days of notification, unless otherwise agreed in writing.

The proposer shall respond to all project-related or professional oversight inquiries from Dutchess BOCES within five (5) business days of notification.

This warranty / guarantee does not cover issues arising from District-directed changes, misuse of project deliverables, or other conditions beyond the control of the proposer.

References

Proposers shall submit a minimum of three (3) references for construction management or similar professional 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 proposer 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 RFP. 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 construction manager for the full duration of the agreement, including any extensions, provided the proposer 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 proposer. 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, 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 proposer 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 proposer. In such case, the proposer 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 proposer 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 proposer shall maintain, at its own expense, the following insurance coverage throughout the contract term, including any authorized 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 construction management and professional services oversight.

Required Coverage and Minimum Limits:

- Commercial General Liability: \$2,000,000 per occurrence / \$4,000,000 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: \$5,000,000 per occurrence and aggregate; must apply over General Liability and Automobile Liability policies.
- Construction Management Professional Liability: \$2,000,000 per claim/occurrence.

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 as required for the Construction Manager, with the exception of professional liability. The Construction Manager is responsible for verifying and maintaining subcontractor compliance with these insurance requirements.

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 responsible proposer whose proposal is determined to be the most advantageous to Dutchess BOCES, taking into consideration qualifications, experience, technical approach, and fee proposal. While cost is a consideration, it shall not be the sole determining factor in the award of this contract.

Dutchess BOCES reserves the right to consider additional factors in determining proposer 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 proposers as necessary to evaluate responsiveness, capacity, and ability to perform the required services. Failure to demonstrate the ability to meet District requirements may result in a determination of non-responsibility.

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.

Evaluation Criteria:

- Qualifications / Experience – 50%
- Project Team – 25%
- Technical Approach – 15%
- Fee Proposal – 10%

Conflicting Terms

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

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

Timing

Dutchess BOCES may make award(s) within ninety (90) days of proposal submission. Proposals may not be withdrawn during this period.

The issuance of this RFP does not commit Dutchess BOCES to proceed with construction or to award a contract.

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 receive 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:
<i>BUSINESS REFERENCE 1:</i>		<i>BUSINESS REFERENCE 2:</i>
<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:	