



## **NOTICE TO BIDDERS**

**RFP 2627-05**

### **Painting Services**

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 painting services as required by Dutchess BOCES, as set forth in this solicitation.

RFP 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 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 Conference Center at **12:00 p.m. on May 11, 2026**. In the event that Dutchess County BOCES is closed the day of the RFP opening, the proposal(s) 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 April 24, 2026. Responses will be shared with all known bidders.

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

**Dutchess BOCES**

ATTN: Taylor Fiorito, Purchasing Agent

5 BOCES Rd, Poughkeepsie, NY 12601

Email: [taylor.fiorito@dcboces.org](mailto:taylor.fiorito@dcboces.org)

Phone: 845.486.4800 ext. 2203

# RECEIPT CONFIRMATION FORM

PLEASE COMPLETE AND RETURN THIS FORM ASAP

RFP NUMBER: #2627-05 TITLE: **Painting Services**

**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](mailto: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 12:00 p.m. on May 11, 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 :** \_\_\_\_\_
  - \_\_\_\_\_
  - \_\_\_\_\_
  - \_\_\_\_\_

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## 1. INSTRUCTIONS TO BIDDERS

Bidders 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:** May 11, 2026 at 12 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# 2627-05 - for Painting Services"**

This includes marking the outside of any express mail envelope that may be used.

### **Bids must include:**

- IRS Form W-9
- Bidders are required to submit one completed hard copy of Pages 13 through 21 in this RFB, with all pages properly and legibly completed with the appropriate signatures.
- Certificate(s) of Insurance (COI)
- Vendors must include proof of registration with the NYS Department of Labor in accordance with Labor Law §220(3-a). DOL Registration certificate must be included with the bid submission.

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## 2. INTRODUCTION & BACKGROUND

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

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## 3. SCOPE OF SERVICES

The purpose of this Request for Proposals (RFP) is to secure a qualified contractor to provide on-call painting services across the Dutchess BOCES campus, consisting of three (3) buildings, on an

as-needed basis. Work shall include, but is not limited to, hallways, stairwells, classrooms, offices, and common areas, as directed by Dutchess BOCES, and shall be performed on a pay-per-use basis as requested. Dutchess BOCES reserves the right to request written quotes for individual projects and to authorize work based on project-specific scope, pricing, and contractor availability.

The contractor shall furnish all labor, supervision, equipment, tools, and consumable materials necessary to complete assigned work. Dutchess BOCES intends to provide paint and primer for individual projects; however, the contractor must be capable of supplying paint and primer if requested at the time of assignment. The contractor shall be responsible for all other materials, equipment, and supplies required to perform the work.

All work performed under this contract is classified as public work in accordance with New York State Labor Law Article 8 (§220) and is subject to prevailing wage requirements. Each project issued under this contract will be assigned a separate PRC number, as applicable.

All painting, including surface preparation and priming, shall be completed in accordance with industry standards, manufacturer specifications, and appropriate environmental and weather conditions. The contractor shall coordinate all work with Dutchess BOCES personnel, ensure safe access to work areas, and take all necessary precautions to protect existing surfaces and surrounding areas during the performance of work.

Work under this contract may include both interior and exterior painting services. Exterior work may include, but is not limited to, doors, railings, exterior walls, garage doors, and other related surfaces, as directed by Dutchess BOCES based on project needs.

### **Contract Period**

The initial term of this contract shall begin on June 11, 2026, or upon Board of Education approval, whichever is later, and shall continue for one (1) year through June 10, 2027. The end date of the initial term is fixed and shall not be extended due to a delayed start date. Four (4) 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.

### **Preparation**

The contractor shall properly prepare all walls for priming and painting prior to any priming or painting commencing. This includes cleaning of walls and properly preparing the area with appropriate drop cloths, taping, and any other precautionary measures necessary to ensure cleanliness, safety, and proper paint adhesion.

The contractor shall perform minor surface preparation as needed, including filling small holes, minor wall patching, sanding, and light taping to ensure a uniform finish. This work is limited to normal surface preparation and does not include major drywall repair or reconstruction.

Dutchess BOCES will remove all readily removable items (e.g., artwork) prior to the start of work. Any items not removed shall be coordinated with the District's project manager for removal prior to commencing work. This includes the removal of fasteners such as staples, where applicable.

The contractor shall not proceed with work in areas where such items have not been properly removed. Dutchess BOCES reserves the right to inspect the work at each stage prior to proceeding.

**Priming**

The contractor shall apply a single coat of primer, with appropriate coverage, on all walls to ensure proper adhesion of the final paint coats.

Dutchess BOCES reserves the right to inspect the work at each stage prior to proceeding.

**Painting**

The selected vendor will apply 2 coats of the agreed upon paint to all walls. The second coat will not be applied until the proper curing time has elapsed, consistent with manufacturer specifications.

Dutchess BOCES reserves the right to inspect the work at each stage prior to proceeding.

**Cleanup**

The selected vendor will clean all work areas and remove any and all debris, equipment, supplies, materials resulting from the work. The work areas will be left in a clean, neat, and broom-swept condition.

Dutchess BOCES reserves the right to inspect the work at each stage prior to proceeding.

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**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.

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**5. PRICING****Labor**

Bidders shall submit hourly labor rates for regular hours and overtime hours, as applicable, using the Pricing Sheet provided on page 21. For any work subject to New York State prevailing wage requirements, the applicable prevailing wage rates shall apply and take precedence over the submitted bid labor rates. Rates shall include all labor, supervision, tools, and consumables necessary to perform the work unless otherwise approved in writing.

**Materials and Parts**

Bidders shall provide a standard markup percentage for any materials or consumables supplied by the contractor. Parts and materials shall be billed at cost plus the stated percentage markup. No markup shall be applied to materials provided by Dutchess BOCES. All materials must be approved under an issued purchase order. No additional markup, handling charges, or fees shall be applied beyond the stated percentage without prior written approval from Dutchess BOCES.

**Overall Pricing**

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

**Quote Validity**

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

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**6. QUALIFICATIONS & REQUIREMENTS**

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

- Vendors must hold all required and valid licenses and permits under applicable federal, New York State, and local laws.
  - Vendors should have a minimum of two years' experience providing similar services.
  - Dutchess BOCES reserves the right to disqualify proposers based on negative reference checks or unsatisfactory past performance.
  - Vendor must be registered with the NYS DOL, per NYS Labor Law §220
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**7. 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:

**Timely Service Delivery**

The contractor shall ensure that services are performed as scheduled and completed in a timely manner. The contractor must be able to begin execution of the project without delay, upon notification of award, and issuance of a purchase order. The contractor shall respond to requests for service or quotes within five (5) business days of notification by Dutchess BOCES. Work shall be scheduled and performed within a timeframe mutually agreed upon with the District based on project scope, school closures, and urgency.

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**Prevailing Wage and Public Works Requirements**

All work performed under this contract shall be treated as public work in accordance with New York State Labor Law Article 8 (§220), unless otherwise determined by Dutchess BOCES. The contractor shall comply with all applicable prevailing wage requirements, including the payment of prevailing wages and supplements and the submission of certified payrolls. A separate PRC number will be issued for each project occurrence, as applicable.

Certified payroll records must be submitted for all work performed under this contract prior to any payment being processed, in accordance with Article 8 of the New York State Labor Law. No payment will be processed without receipt and acceptance of certified payroll records.

**Project Coordination and Meetings**

Mandatory pre-project walkthroughs shall be required for all projects, as directed by Dutchess BOCES. For larger or multi-day projects, the contractor shall participate in project meetings throughout the duration of the work, as requested by the District.

**Critical Completion and Scheduling Requirements**

Certain painting projects under this contract may be scheduled to occur while school is not in session (e.g., summer break or other scheduled school closures). All work scheduled during these periods must be fully completed prior to the start of the next school session. Buildings must be fully functional, safe, and accessible to students, staff, and visitors before the first day of classes.

The contractor shall submit a project schedule for any work planned during school closures at least 30 days in advance for District approval. No work may extend beyond the approved dates.

The contractor is responsible for reviewing the Dutchess BOCES school calendar, which is available on the District's website, to identify scheduled school closures and plan work accordingly. While the District does not guarantee that all work will occur during school closures, the calendar provides guidance for available windows.

Failure to complete work by the required date may be considered a material breach of contract. Dutchess BOCES reserves the right to withhold payment, require corrective action at the contractor's expense, or engage an alternate contractor to complete the work. The contractor must coordinate closely with District personnel to ensure that all work is scheduled and completed in a timely manner consistent with school operations.

**Work Hours and Site Access**

Work hours shall be between 6:00 AM and 11:00 PM, and Saturdays between 7:00 AM and 3:00 PM, and shall be coordinated with the Dutchess BOCES project manager. For projects exceeding one (1) day, an agreed-upon staging area will be provided by Dutchess BOCES. Rooms and work areas will be made accessible by Dutchess BOCES or coordinated through the project manager.

**Conduct and Site Restrictions**

Smoking, alcohol use, illegal drug use, possession of weapons, and reckless or unsafe driving on Dutchess BOCES property are strictly prohibited at all times. Violation of this provision may result in immediate removal from the site and may be considered a material breach of contract.

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

If the contractor 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 vendor to address the condition.

Any reasonable and documented costs incurred by Dutchess BOCES that exceed the amount that would have been incurred had the work been performed by the awarded contractor may be deducted from amounts otherwise due to the contractor or charged back to the contractor, as permitted by law.

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

**Warranty**

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

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

This warranty does not cover damage resulting from misuse, vandalism, acts of God, normal wear and tear, or work performed by others not under the direction of the contractor.

**References**

Bidders shall submit a minimum of two (2) references for related services performed within the past three (3) to five (5) years. References should include the client name, contact person, telephone number, email address, and a brief description of the services provided.

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

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

**Termination for Convenience**

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

**Effect of Termination**

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

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**9. 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.

**Bonds (if required)**

Dutchess BOCES reserves the right to require the contractor to provide performance and/or payment bonds for any project or series of projects under this contract. Bond amounts and terms will be determined on a project-specific basis.

**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:**

Subcontractors are not permitted without the express written permission of Dutchess BOCES. If subcontractors are authorized, they must carry the same coverage and limits. The contractor is responsible for verifying and maintaining their compliance.

**Continuous Coverage:**

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

**Indemnification:**

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

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## **10. 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.

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## **11. AWARD AND RESERVATION OF RIGHTS**

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

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

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

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

### **Conflicting Terms**

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

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

### **Timing**

Dutchess BOCES may make awards within ninety (90) days of bid opening. Bids may not be withdrawn during this period. The anticipated award will be done at the June 2026 board meeting, with notification and notice to proceed being as quickly as possible after the board approval

### **Multiple Awards**

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

**12. 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 have received a properly issued purchase order. Vendors are encouraged to provide any discounts available for prompt payment. e.g. 5% 15 Net 45. However, Dutchess BOCES shall not be bound to any payment term shorter than forty-five (45) days.

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

All billing shall be in accordance with the submitted Pricing Sheet.

**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.

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## 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**

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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>	
<p><b>Legal &amp; Compliance</b></p> <ul style="list-style-type: none"> <li>● I have read the terms and conditions of this RFP and agree to them</li> <li>● No bankruptcy, liens, or judgments in past 5 years</li> <li>● Not debarred or suspended by any agency</li> <li>● This bid is valid for no less than 60 days from the scheduled Bid Opening</li> <li>● No terms or stipulations added to this proposal are binding unless agreed in writing</li> </ul>		
<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:	

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**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.

Company:	
Title:	
Signature:	
Name:	
Date:	

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

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

**CONFLICT OF INTEREST DISCLOSURE STATEMENT**

PLEASE COMPLETE A OR B BELOW:

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

Company:	
Title:	
Signature:	
Name:	
Date:	

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

**Explain Here:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Company:	
Title:	
Signature:	
Name:	
Date:	

**Attachment 1 - Pricing Worksheet**

**Instructions:** Complete all sections. Enter labor rates and markup percentages for materials. All rates must include labor, supervision, tools, and consumables unless otherwise indicated. Submit this sheet with your bid.

**1. Labor Rates**

Labor Category	Hourly Rate (\$)	Overtime Rate (\$)	Notes
Painter – Journeyman			
Painter – Apprentice			
Supervisor / Foreman			
Other (specify)			
Other (specify)			

**Note:** Overtime rates apply per NYS prevailing wage rules. Include applicable wage and fringe benefits in submitted rates. In the event of a conflict, NYS prevailing wage requirements shall prevail over any rates listed.

**2. Materials Markup**

Material Category	Markup %	Notes (Specify brand / type if applicable)
Paint (if contractor-supplied)		
Primer (if contractor-supplied)		
Consumables (tape, drop cloths, brushes, rollers, etc.)		
Other:		

**Note:** Dutchess BOCES intends to supply paint and primer for standard projects; contractor must be capable of supplying if requested.

**3. Signature and Certification**

I certify that all rates submitted above are accurate, that I understand Dutchess BOCES will pay only for properly authorized work, and that labor and materials comply with all applicable laws and contract requirements.

**Company Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Authorized Representative:** \_\_\_\_\_

**Phone & Email** \_\_\_\_\_

**Title:** \_\_\_\_\_ **Signature:** \_\_\_\_\_