



NOTICE TO BIDDERS

RFB 2627-07

SPC Ceiling Replacement

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 preform Ceiling Replacement within the Salt Point Center building 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# 2026010209 to this project.

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

This Request for Bids is being offered by Dutchess County Board of Cooperative Educational Services (Dutchess BOCES) through Taylor Fiorito, Purchasing Agent. Sealed bids, on the forms provided, are to be filed with the same, and will be publicly opened at the Dutchess BOCES Conference Center at **12:00 p.m. on May 21, 2026**. In the event that Dutchess County BOCES is closed the day of the bid opening, the bids(s) will be opened the next day that Dutchess County BOCES is open.

All questions or requests for clarification regarding this RFB must be submitted in writing via email to the purchasing department no later than May 8, 2026. Responses will be shared with all known bidders.

**There is a MANDATORY pre-bid walk through
on April 30, 2026 at 3:00 p.m.**

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

Phone: 845.486.4800 ext. 2203

Attachments:

1. Pricing Worksheet
2. References
3. Project Schedule
4. Area Breakdown (Sq. Ft)
5. Map

RECEIPT CONFIRMATION FORM

PLEASE COMPLETE AND RETURN THIS FORM ASAP

RFB NUMBER: #2627-07 TITLE: SPC Ceiling Replacement

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 12:00 p.m. on May 21, 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.**
- **Quantities too small**
- **We do not offer these goods/services.**
- **Other : _____**
- **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.**
- _____

1. INSTRUCTIONS TO BIDDERS

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

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

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

Bid Due Date: May 21, 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:

"RFB# 2627-07 - for SPC Ceiling Replacement"

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 14 through 24 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.

Mandatory Site Walkthrough

A site walkthrough is mandatory for all prospective bidders. Failure to attend will result in the bidder being deemed non-responsive and ineligible for award.

The walkthrough will be held on: **Thursday, April 30, 2026 at 3:00 PM**

Bidders must sign in at the walkthrough to be considered compliant with this requirement.

No oral statements made during the walkthrough shall be binding. Any clarifications or modifications to the RFB resulting from the walkthrough, if applicable, will be issued only by written addendum.

2. INTRODUCTION & BACKGROUND

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

3. SCOPE OF SERVICES

The purpose of this Request for Bids (RFB) is to secure a qualified vendor to perform a full ceiling system replacement in the Salt Point Center (SPC) Building at the Dutchess BOCES campus. Work shall include the complete removal and replacement of existing ceiling systems (tile and grid) in all designated areas identified on maps provided by Dutchess BOCES. Maps indicating included and excluded areas will be provided and shall govern the extent of 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.

The total project area is approximately 29,988 square feet. This quantity is provided for reference purposes only. Dutchess BOCES has provided an Area Breakdown by Room as Attachment 4 for informational purposes.

The contractor shall furnish all labor, supervision, equipment, tools, materials, and incidentals necessary to complete the work.

Work shall include, but not be limited to:

- Removal and proper disposal of existing ceiling tiles and grid systems
- Furnishing and installation of new ceiling tile and grid systems in accordance with manufacturer specifications
- Coordination with Dutchess BOCES for areas containing existing fixtures

Dutchess BOCES will be responsible for the removal and reinstallation of lighting fixtures. The contractor shall coordinate accordingly and shall install ceiling systems to accommodate lighting locations, including providing required openings and support.

No additional trades (electrical, HVAC, fire protection, etc.) are included in this project.

All work shall be completed in accordance with industry standards and manufacturer specifications. 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.

The contractor shall exercise reasonable care when working around existing building systems and infrastructure, including but not limited to mechanical, electrical, plumbing, fire protection, and data/communication systems. The contractor shall take appropriate precautions to avoid damage or disruption to existing conditions and shall promptly notify Dutchess BOCES of any

conflicts or unforeseen conditions encountered during the work. Any damage caused by the contractor shall be repaired at no additional cost to the District.

Bidders shall base their proposals on a complete, turnkey project. The contractor shall include all labor, materials, and incidental work necessary to provide a complete and functional ceiling system within their base bid price.

Work shall be performed in a phased and sequential manner to allow for coordination with other District activities, including turnover of completed areas for follow-on work as needed.

Ceiling System Specifications

The contractor shall furnish and install a complete ceiling system in accordance with the following specifications:

- Ceiling Tile: Armstrong #935
- Grid System: 2' x 2' grid designed to accommodate 2' x 4' lighting fixtures
- Main Beam: Armstrong #7300XR-WH12
- 4' Cross Tee: Armstrong #XL7348R-WH
- 2' Cross Tee: Armstrong #XL7328R-WH
- Wall Molding: Armstrong #7800R-WH12

All materials shall be installed in accordance with manufacturer specifications. Substitutions will not be permitted without prior written approval from Dutchess BOCES.

Contract Period

The contract shall commence on June 11, 2026, or upon Board of Education approval, whichever is later. This contract is performance based and will conclude upon project completion and final payment.

Dutchess BOCES intends for the majority of work to be completed during the summer recess period. Substantial completion by August 15, 2026 is strongly desired to ensure readiness for the start of the 2026–2027 school year and will be considered in evaluating the contractor’s ability to perform the work.

In the event that full completion cannot be achieved prior to the start of the school year, remaining work shall be coordinated with Dutchess BOCES and may be scheduled during evenings, weekends, or future school recess periods, as determined by the District.

Bidders shall include a proposed project duration with their bid submission, indicating the estimated number of calendar days required to complete each project area, as outlined in Attachment 3. The submitted durations will be reviewed for reasonableness and the contractor’s ability to meet the overall project timeline.

Failure to complete the work within the agreed-upon schedule may be considered a material breach of contract and may result in corrective action as permitted under the contract.

Preparation

The contractor shall properly prepare all work areas prior to the start of ceiling replacement. This includes implementing appropriate dust control measures, protection of floors, furniture, equipment, and other surfaces, and the use of drop cloths, barriers, and other precautionary measures necessary to maintain cleanliness, safety, and protection of adjacent areas.

The contractor shall take all necessary precautions to prevent the spread of dust and debris to occupied or adjacent spaces and shall comply with all applicable safety standards.

Dutchess BOCES will remove readily movable items from work areas prior to the start of work. Any remaining items shall be coordinated with the District's project manager. The contractor shall not proceed in areas that have not been properly cleared and approved for work.

The contractor shall coordinate all work with Dutchess BOCES personnel to ensure safe access and minimal disruption to building operations. Dutchess BOCES reserves the right to inspect the work area and preparation prior to the commencement of ceiling installation.

The contractor shall provide and maintain temporary lighting, as necessary, to ensure safe working conditions and adequate illumination in all work areas during the performance of the work.

Cleanup

The contractor shall maintain a clean and orderly work area throughout the duration of the project. Upon completion of work in each area, the contractor shall remove all debris, materials, equipment, and waste generated by the work. All areas shall be left in a clean, neat, and broom-swept condition.

The contractor shall be responsible for the provision, placement, and removal of all dumpsters or waste containers necessary for the proper disposal of construction debris. All debris shall be removed from the site on a regular basis and shall not be allowed to accumulate within the building or on District property.

Final cleanup shall include removal of all construction debris and leaving the premises in a condition acceptable to Dutchess BOCES. Dutchess BOCES reserves the right to inspect the work at each phase and upon completion prior to acceptance.

Unforeseen Conditions

The contractor acknowledges that conditions above the ceiling and within existing building systems may vary from those observable at the time of bidding.

Any additional work required due to unforeseen conditions shall not proceed without prior written authorization from Dutchess BOCES. All such work shall be reviewed and approved by the District prior to commencement.

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. PRICING AND PROJECT SCHEDULE

Base Bid

Bidders shall provide a single, all-inclusive Base Bid for the complete ceiling replacement project as described in the Scope of Work and shown on the provided map. The Base Bid shall include all labor, supervision, equipment, tools, materials, consumables, and incidentals necessary to complete the work, including removal and disposal of existing ceiling systems, installation of new ceiling tile and grid systems, coordination for existing fixtures as required, and all cleanup and protection measures.

Project Schedule

Bidders shall submit a proposed project duration with their bid submission, indicating the estimated number of calendar days required to complete each project area, as outlined in Attachment 3.

Durations shall reflect a phased and sequential approach, allowing for the timely turnover of completed areas to Dutchess BOCES and coordination with other activities as needed. Work shall be performed in a logical sequence that minimizes disruption to overall project coordination.

The submitted durations will be reviewed for reasonableness and the contractor's ability to complete the project within the desired timeframe.

Exclusions

No other trades (electrical, HVAC, fire protection, etc.) are included in the Base Bid. Any work outside the scope defined in the specifications must be approved in writing by Dutchess BOCES before proceeding.

Prevailing Wage

All work performed under this contract is subject to applicable New York State prevailing wage requirements.

Bid Submission

Bidders shall submit their Base Bid using the Pricing Sheet provided in this RFB (Attachment 1), references as required in Attachment 2, and shall provide project duration information as required in Attachment 3. The Base Bid shall remain firm and fixed for the duration of the contract. No additional charges, including fuel, trip charges, taxes, or any other fees, shall be

incurred beyond what is included in the authorized contract.

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

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. Work shall be scheduled and performed within a timeframe mutually agreed upon with the District based on project scope, school closures, and urgency.

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. The Department of Labor (DOL) has issued Prevailing Rate Case (PRC) #2026010209 to this project.

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

The contractor shall participate in project meetings throughout the duration of the work, as requested by the District.

Critical Completion and Scheduling Requirements

Work under this contract is to be scheduled to occur while school is not in session (e.g., summer break). All work scheduled 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. Dutchess BOCES and the vendor shall coordinate accordingly.

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. Rooms and work areas will be made accessible by Dutchess BOCES.

Material Storage and Staging

The contractor shall be responsible for the provision and placement of any storage trailers or containers required for the secure storage of materials, tools, and equipment associated with the project.

All storage and staging locations shall be coordinated in advance with Dutchess BOCES and shall be placed only in areas approved by the District. The contractor shall be responsible for maintaining these areas in a safe and orderly condition throughout the duration of the project.

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 project completion, 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 three (3) references for related services performed within the past 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.

8. 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 for cause, Dutchess BOCES will provide written notice of the deficiency and 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 in accordance with the Scope 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 work satisfactorily completed and accepted by the district.

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

All bidders shall provide Performance and Payment Bonds, each in the amount of 100% of the total contract award, issued by a surety company authorized to do business in the State of New York. Such bonds shall be submitted within ten (10) days of notice of award and prior to commencement of any work, and shall be a condition of contract execution.

Failure to provide the required bonds within the specified timeframe may result in forfeiture of the award and award to the next lowest responsible bidder. The cost of all bonds shall be included in the Base Bid.

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.

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- 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 to the fullest extent permitted by law.

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.

11. AWARD AND RESERVATION OF RIGHTS

The award of this contract shall be made to the lowest responsive and responsible bidder in accordance with GML §103. Price shall be the basis for award, provided the bidder is determined to be responsive and responsible.

Dutchess BOCES reserves the right to consider responsibility factors in determining bidder responsibility, including but not limited to:

- Reputation and demonstrated ability to meet contract requirements
- Financial stability and legal standing
- Compliance history
- References
- Ability to meet the required project schedule, including the proposed duration of work

Dutchess BOCES reserves the right to request additional documentation or clarification from bidders as necessary to evaluate responsibility and ability to perform the work. Failure to demonstrate the ability to meet contract requirements 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 reserves the right to resolve any ambiguity or conflict in the bid documents in the manner deemed most favorable to the District, 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 board meeting, with notification and notice to proceed being as quickly as possible after the board approval.

12. PAYMENTS

No payments shall be made without an itemized invoice submitted against a properly issued purchase order. The contractor acknowledges that work shall not commence until a valid purchase order has been issued by Dutchess BOCES.

Payment shall be made for work satisfactorily completed and accepted by Dutchess BOCES. The District reserves the right to make progress payments based on the percentage of work completed, as determined by the District. The District reserves the right to withhold payment for work that is incomplete, defective, or not in compliance with contract requirements.

Invoices shall be submitted in a timely manner and shall reflect the value of work completed. Payment terms shall be net forty-five (45) days from receipt of an approved invoice. Dutchess BOCES shall not be bound to any payment terms shorter than forty-five (45) days.

Dutchess BOCES will not be held liable for payment of any orders placed by, for, or 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 work satisfactorily completed and accepted 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 RFB shall become the property of Dutchess BOCES and may be subject to disclosure under the New York State Freedom of Information Law (FOIL), Public Officers Law § 84–90. By submitting a 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>	
SEE ATTACHMENT TWO	SEE ATTACHMENT TWO	
<p>Legal & Compliance</p> <ul style="list-style-type: none"> ● I have read the terms and conditions of this RFB and agree to them ● No bankruptcy, liens, or judgments in past 5 years ● Not debarred or suspended by any agency ● This bid is valid for no less than 60 days from the scheduled Bid Opening ● No terms or stipulations added to this proposal are binding unless agreed in writing 		
<i>Comments:</i>		
The undersigned agrees to supply the service and products bid, as agreed upon in final contract and pursuant to the terms of this Request For Bid.		
_____	_____	_____
<i>SIGNATURE</i>	<i>NAME</i>	<i>TITLE</i>

Non-Collusive Bid Certification

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

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

Company:	
Title:	
Signature:	
Name:	
Date:	

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

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

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

By submitting this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law.

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

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

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

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

Bidder Certification (Check One):

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

Company:	
Title:	
Signature:	
Name:	
Date:	

Sexual Harassment Prevention Certification

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

By submission of this bid, each vendor and each person signing on behalf of any vendor certifies, and in the case of a joint bid, each party thereto certifies its own organization, under penalty of perjury, that the vendor has and has implemented a written policy addressing sexual harassment prevention in the workplace, and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of §201-g of the Labor Law.

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

Company:	
Title:	
Signature:	
Name:	
Date:	

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

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

CONFLICT OF INTEREST DISCLOSURE STATEMENT

PLEASE COMPLETE A OR B BELOW:

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

Company:	
Title:	
Signature:	
Name:	
Date:	

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

Explain Here:

Company:	
Title:	
Signature:	
Name:	
Date:	

Attachment 1 - Pricing Worksheet**BASE BID (All-Inclusive)**

The undersigned proposes to provide all labor, materials, equipment, supervision, and incidentals necessary to complete the ceiling replacement in the SPC Building in accordance with the project specifications. The Base Bid shall include all costs necessary to complete the work as a turnkey project in accordance with the contract documents.

This includes, but is not limited to:

- Removal and disposal of existing ceiling materials
- Installation of new ceiling tiles and grid systems as specified
- Coordination with Dutchess BOCES for existing fixtures, including providing required openings and support within the ceiling system
- Dust control, protection of floors/furniture/equipment, and cleanup

The Base Bid is based on an estimated ceiling area of approximately 29,988 square feet. Bidders shall base their proposal on the project scope and provided information.

Base Bid (Total Lump Sum): \$ _____

SIGNATURE AND CERTIFICATION

I certify that the bid submitted is accurate and complete, and that I understand Dutchess BOCES will pay only for properly authorized work. All labor and materials shall comply with all applicable laws and contract requirements.

Company Name: _____ **Date:** _____

Authorized Representative: _____

Phone & Email _____

Title: _____ **Signature:** _____

Attachment 2 – References

Bidders shall submit a minimum of three (3) references demonstrating experience with similar ceiling replacement projects, preferably for New York State school districts or comparable public entities. Dutchess BOCES reserves the right to contact all references provided.

Reference 1: Company/Entity: _____

Address: _____

Contact Name: _____

Title & Phone Number: _____

Email: _____

Brief Description: _____

Reference 2: Company/Entity: _____

Address: _____

Contact Name: _____

Title & Phone Number: _____

Email: _____

Brief Description: _____

Reference 3: Company/Entity: _____

Address: _____

Contact Name: _____

Title & Phone Number: _____

Email: _____

Brief Description: _____

Attachment 3 – Project Schedule

Bidders shall indicate the estimated duration required to complete work in each project area. Durations shall reflect a phased and sequential approach consistent with the project requirements.

Project Area	Estimated Duration (Calendar Days)
Hall A	
Hall B	
Media Hall	
Main Office	
Hall C	
Total Project Duration	

Durations shall be based on continuous work and shall account for coordination, sequencing, and turnover of areas as required by the contract and shall be based on the allowable work hours defined in the contract.

Attachment 4 – Area Breakdown (Reference Only)

The following measurements are provided for reference and planning purposes only. Quantities are approximate and not guaranteed. Bidders shall base their proposals on the overall project scope as defined in the contract documents. Maps provided by Dutchess BOCES shall indicate all included and excluded areas.

Hall A

- Classrooms (Rooms 101–111 & 113–116): * 15 Rooms at 20' x 28' each (560 SF per room)

Subtotal: 8,400 SF

Hall B

- Ampact Rm: 10' x 8' (80 SF)
- Sensory Rm 119A: 28' x 12' (336 SF)
- Rm 119B: 28' x 21' (588 SF)
- Rm 117: 20' x 28' (Split into 3 offices) (560 SF)
- Classrooms 118, 120, 122, 124, 126, 128, 130, 132: (8 Rooms @ 560 SF)
- Classrooms 121, 123, 125, 127, 129, 131: (6 Rooms @ 588 SF)

Subtotal: 9,572 SF

Media Hall

- Dance Rm: 38' x 25' (950 SF)
- Dance Rm Closet: 27' x 5' (135 SF)
- Dance Rm Office: 15' x 10' (150 SF)
- IDT Rm 18: 7' x 14' (98 SF)
- IDT Rm 19: 7' x 14' (98 SF)
- Rm 20: 19' x 11' (209 SF)

Subtotal: 1,640 SF

Main Office

- Section A: 19' x 20' (380 SF)
- Section B: 9' x 15' (135 SF)
- Section C: 9' x 6' (54 SF)
- Nurse office: 20' x 15' (300 SF)
- Conference Rm: 15' x 19' (285 SF)
- Rm 1: 15' x 10' (150SF)

Attachment 4 – Area Breakdown (Reference Only) Cont.

- Rm 3: 15' x 10' (150 SF)
- Rm 4: 15' x 10' (150 SF)
- Rm 5: 15' x 10' (150 SF)
- Rm 6: 15' x 11' (165 SF)
- Rm 7: 15' x 11' (165 SF)
- Rm 8: 15' x 10' (150 SF)

Subtotal: 2,234 SF

Hall C

- Large Rooms 133, 134, 135, 137: (4 Rooms@ 980 SF)
- Rm 136: 28' x 30' (840 SF)
- Rm 136 Closet: 6' x 23' (138 SF)
- Rm 139: 17' x 28' (476 SF)
- Rm 141A & 141B: (2 @ 470 SF)
- Rm 140 (F&O Office): 28' x 56' (1,568 SF)
- Rm 134A: 20' x 13' (260 SF)

Subtotal: 8,142 SF

TOTAL PROJECT AREA: 29,988 Square Feet

Attachment 5 – Map



5 BOCES Road, Poughkeepsie, New York 12601
 Phone: 845.466.8004 ext. 5415 | Fax: 845.466.8044

SALT POINT CENTER BUILDING DIRECTORY

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