



NOTICE TO BIDDERS

RFP 2526-31

ACSD HS Theatre Lighting Upgrades

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 perform a Public Works project to upgrade the lighting systems at the Arlington Central School District High School (ACSD HS) theatre.

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# 2026000367 to this project.

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

This Request For Proposals is being offered by Dutchess County Board of Cooperative Educational Services (Dutchess BOCES) through Matthew Metzger, Interim 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 **11:00 a.m. on February 20, 2026**.

All questions or requests for clarification regarding this RFP must be submitted in writing via email to the purchasing department no later than February 17, 2026. Responses will be shared with all known bidders.

Point of Contact for this RFP is:

Dutchess BOCES

ATTN: Taylor Fiorito, Purchasing Assistant

5 BOCES Rd, Poughkeepsie, NY 12601

Email: taylor.fiorito@dcboces.org

Phone: 845.486.4800 ext. 2203

Point of Contact for Technical Questions is:

Dutchess BOCES

ATTN: Mark Stein, Director of Technology

5 BOCES Rd, Poughkeepsie, NY 12601

Email: mark.stein@dcboces.org

Phone: 845.486.4800 ext. 4886

RECEIPT CONFIRMATION FORM

PLEASE COMPLETE AND RETURN THIS FORM ASAP

RFP NUMBER: #2526-31 TITLE: ACSD HS Theatre Lighting Upgrades

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 proposal no later than 11:00 a.m. on Feb. 20, 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 proposal in response to this request.**

Dutchess BOCES is interested in the reasons why proposers fail to submit proposals. 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 proposal.**
- **We do not offer these goods/services.**
- **Insurance requirements are too restrictive.**
- **Bond requirements are too restricting.**
- **Workload does not allow us to propose 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 proposer to confirm compliance. Incomplete submissions or failure to follow these instructions may result in disqualification.

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

Proposal Due Date: February 20, 2026 at 11 a.m.

Submission Address: Dutchess BOCES, ATTN: Purchasing Department, 5 BOCES Rd, Poughkeepsie, NY 12601

Proposal Format: All proposals must be sealed and clearly labeled as:

"RFP# 2526-31 - for ACSD HS Theater Lighting Upgrades"

Proposals must include:

- IRS Form W-9
- DOL Registration certificate; Vendors must include proof of registration with the NYS Department of Labor in accordance with Labor Law §220(3-a).
- Proposers are required to submit one completed hard copy of the Certifications Packet, pages 12-19 in this RFP, with all pages properly and legibly completed with the appropriate signatures.
- Certificate(s) of Insurance (COI)
- Proposal packet shall include total project pricing. Labor costs shall be clearly identified separately. Pricing shall also be broken out by major project sections for informational purposes only.
- Bonding costs must be included in the proposal. Required bonds shall be submitted within 10 days of award.

Optional Site Walkthrough

A site walkthrough will be offered for interested proposers. Attendance is not mandatory and will not exclude any proposer from receiving addenda, submitting questions, or submitting a responsive proposal. Prior registration is required to attend.

Walkthroughs will be held on the following dates and times:

- Monday, February 9 at 1:30 PM
- Thursday, February 12 at 1:00 PM

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

2. INTRODUCTION & BACKGROUND

Dutchess BOCES is a cooperative association of school districts that provides shared educational and operational services, including special education, career and technical education, alternative programs, technology services, and business office support. Purchasing manages procurement for all programs, leveraging collective buying power to achieve best value.

3. SCOPE OF SERVICES

Arlington Central School District, through Dutchess BOCES, is undertaking a Public Works project to upgrade the High School theatre lighting systems. The purpose of this project is to upgrade the existing lighting systems with modern fixtures and controls that enhance functionality, reliability, and operational flexibility for theatrical use.

The selected contractor shall furnish, deliver, install, program, and commission a complete lighting system upgrade. Work shall include, but not be limited to:

- Replacement and upgrade of existing lighting control, power distribution, and houselighting systems to support modern theatrical and architectural lighting operation.
- Provision and installation of lighting control systems, including relay-based control, dimming, and emergency lighting bypass interfaces, as required.
- Installation of all electrical infrastructure, control wiring, cabling, and associated hardware necessary for a complete and fully functional lighting system.
- Integration of lighting control systems with existing building fire alarm and safety systems, as required.
- Installation, testing, programming, and commissioning of all lighting equipment and controls.
- Coordination of work to minimize disruption to school operations.
- Submission of as-built drawings, system documentation, and configuration files upon project completion.
- Warranty service and support for a minimum of one (1) year on all equipment and workmanship.

Contract Period

This contract is performance based and will conclude upon project completion and final payment.

Execution will be upon mutual agreement of the awarded vendor and Arlington Central School District. Vendors must include their projected work timelines within their proposal. Timeframe of execution will be a factor in selecting the awarded vendor.

Project Specifications – Lighting Upgrades

This specification is performance-based. Contractors shall include all materials, labor, equipment, and coordination necessary to meet the intent of the scope. Any proposed equipment shall meet or exceed the functional and performance requirements of the systems described herein.

Section 1 – Lighting Infrastructure and Control Upgrades

Provide all labor, materials, equipment, and supervision necessary to upgrade the lighting control and electrical infrastructure, including but not limited to:

1. **Lighting Control Power and Relay Systems**
Furnish and install relay-based lighting control equipment sufficient to support LED lighting circuits, including enclosures, terminations, labeling, and integration with existing electrical systems.
2. **Emergency Lighting Bypass and Safety Integration**
Provide and install an emergency lighting bypass system capable of automatically activating designated lighting circuits upon emergency conditions and coordinating with the building fire alarm and life safety systems, as required by code.
3. **Lighting Network and Power Protection**
Provide and install lighting control network equipment, including Ethernet switching and uninterruptible power supply (UPS) systems to support lighting control electronics.
4. **Dimmer Rack Modernization**
Upgrade existing theatrical dimmer rack(s) to support modern lighting control and LED operation, including control electronics, cooling, and related components.
5. **Lighting Control Console**
Provide and install a new lighting control console with current-generation software, a minimum of twenty (20) physical faders or submasters, touchscreen monitor(s), and required data cabling.

Section 2 – Architectural Houselight Upgrades

Provide all labor, materials, and equipment necessary to upgrade architectural houselighting systems, including but not limited to:

1. **LED Houselight Fixtures**
Furnish and install DMX-controllable LED houselight fixtures suitable for auditorium and balcony areas, including mounting hardware and finishes appropriate for theatrical environments.
2. **Associated Components**
Provide and install all components integral to the houselight fixtures and necessary for proper operation of the houselighting system.
3. **DMX Distribution and Control Cabling**
Provide and install all DMX distribution, control cabling, and associated hardware necessary to support lighting control.
4. **Installation and Commissioning**
Remove or repurpose existing houselights as directed, install new fixtures and components, and test all systems to ensure proper operation.

General Requirements

- All work shall comply with applicable electrical codes and safety regulations.

- All labor shall be performed in accordance with prevailing wage requirements.
 - Final quantities, layouts, zoning, and routing shall be verified by the Contractor prior to installation.
 - Contractor shall provide a complete, fully operational lighting system.
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4. GENERAL INFORMATION

Contract Formation

By submitting a proposal, the vendor agrees that all terms, conditions, and specifications of this RFP, including any addenda, will be binding upon award.

Bidders must complete the Certifications and General Conditions packet, and it must be returned with the proposal to constitute a responsible submission.

5. QUALIFICATIONS & REQUIREMENTS

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

- Vendors must hold all required and valid licenses and permits under applicable federal, New York State, and local laws
 - Vendors should have a minimum of two years' experience providing similar services.
 - Dutchess BOCES reserves the right to disqualify 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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6. CONTRACTOR RESPONSIBILITIES

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

Prevailing Wage

Contractor must comply with New York State Labor Law Article 8 requirements for prevailing wage under PRC# 2026000367.

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

If a contractor is removed from the NYS DOL approved vendor list at any time during the contract term, they must promptly notify Dutchess BOCES upon learning of such removal.

7. CONTRACT RETENTION & TERMINATION CONDITIONS

Termination for Convenience

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

Effect of Termination

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

8. INSURANCE & COMPLIANCE REQUIREMENTS

The successful proposer shall maintain, at its own expense, the following insurance coverage throughout the contract term. All policies must be issued by insurers authorized to do business in New York State.

Minimum Required Insurance:**a. Commercial General Liability Insurance**

- \$1,000,000 per Occurrence / \$2,000,000 Aggregate
- \$2,000,000 Products and Completed Operations
- \$1,000,000 Personal and Advertising Injury
- \$100,000 Fire Damage
- \$10,000 Medical Expense

The general aggregate shall apply on a per project basis.

b. Automobile Liability

- \$1,000,000 combined single limit for owned, hired, borrowed, and non-owned motor vehicles.

c. Workers' Compensation and NYS Disability Insurance

- Statutory Workers' Compensation (C-105.2 or U-26.3); and NYS Disability Insurance (DB-120.1) for all employees.

Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable.

d. Umbrella/Excess Insurance

- **\$10,000,000 each Occurrence and Aggregate** (Required for high-risk construction and work at elevation >1 story or 10 feet).
- Umbrella/Excess coverage shall be on a follow-form basis or provide broader coverage over the General Liability and Auto Liability coverages.

Additional Compliance Terms:

- **Labor Law:** There will be no coverage restrictions and/or exclusions involving New York State Labor Law statutes or gravity-related injuries.
- **No Escape Clauses:** No policies containing escape clauses or exclusions contrary to the Owner's interests will be accepted.

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- **Endorsements:** At the DISTRICT’s request, the contractor shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms.

Certificates of Insurance (COI):

- Must list Dutchess BOCES, 5 BOCES Rd, Poughkeepsie, NY 12601, and Arlington Central School District, 144 Todd Hill Rd, LaGrangeville, NY 12540, including Arlington High School, 1157 Route 55, LaGrangeville, NY 12540, as Certificate Holders.
- Must name Dutchess BOCES, Arlington CSD, and Arlington High School, and their officers, agents, and employees as Additional Insureds on a primary and noncontributory basis for General Liability.

Subcontractors:

If subcontractors are authorized, they must carry the same coverage and limits. The contractor is responsible for verifying and maintaining their compliance.

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

9. BONDING REQUIREMENTS

Statutory Requirement

Pursuant to New York State General Municipal Law §§103 and 106, all public works contracts in excess of \$100,000 awarded by a board of cooperative educational services or a school district require both a Performance Bond and a Labor and Material Payment Bond in the full amount of the contract. These bonds protect the awarding authority against contractor default and ensure that all laborers, suppliers, and subcontractors are paid in accordance with law. No contract shall be considered fully awarded until such bonds are provided to and approved by Dutchess BOCES.

The successful contractor shall furnish the following bonds, issued by a surety company licensed to do business in the State of New York and acceptable to Dutchess BOCES:

Performance Bond – in the amount of 100% of the contract sum, guaranteeing the faithful performance of the contract.

Labor and Material Payment Bond – in the amount of 100% of the contract sum, guaranteeing prompt payment of all laborers, subcontractors, and material suppliers furnishing services or materials under this contract.

All required bonds shall name Dutchess BOCES as obligee. Arlington Central School District shall be included as an additional obligee where required by the contract.

All bonds shall be delivered to Dutchess BOCES within ten (10) business days of Notice of Award and prior to issuance of a purchase order or Notice to Proceed.

Failure to provide required bonds may result in forfeiture of award.

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**Evaluation Process**

All proposals received by the deadline will be reviewed by a selection committee designated by Dutchess BOCES. Proposals will first be examined for responsiveness to the requirements of this RFP, including compliance with submission instructions, required forms, and minimum technical specifications.

Evaluation Criteria

Responsive proposals will then be evaluated on a best-value basis, in accordance with General Municipal Law §§103 and 104-b. Evaluation criteria may include, but are not limited to:

- Ability to meet or exceed the technical specifications outlined in the Scope of Work.
- Experience, qualifications, and references of the firm and proposed project team.
- Proposed implementation plan, schedule, and ability to meet project deadlines.
- Total cost, including equipment, installation, training, and ongoing support.
- Warranty and service terms, including responsiveness of vendor support.
- Compliance with prevailing wage, insurance, and safety requirements.

Bond Costs

Proposers shall include the full cost of required statutory bonds (Performance Bond and Labor & Material Payment Bond) in their proposal pricing. Bond costs may be identified separately or included within the total project price. No additional charges for bonding will be approved after award.

Right to Reject

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

Board Approval and Award

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

Notification

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

Dutchess BOCES reserves the right to request additional documentation or clarification from 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.

Conflicting Terms

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

Dutchess BOCES reserves the right to resolve any ambiguity or conflict in the proposal documents in the manner deemed most favorable to the agency.

Timing

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

12. PAYMENTS

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

Payments will be made on a per-invoice basis with net forty-five (45)-day terms. Vendors are encouraged to offer discounts for prompt payment (e.g., 5% 15 Net 45); however, Dutchess BOCES shall not be bound to any payment term shorter than forty-five (45) days.

Dutchess BOCES will not issue deposits, down payments, or prepayments of any kind. All invoices must reflect goods and services that have been fully delivered, installed, and accepted by Dutchess BOCES in accordance with the specifications of this RFP. Certified payrolls must be submitted with each invoice in accordance with New York State Labor Law, Article 8, §220, and PRC# 2026000367 for this project. No payment will be processed unless and until certified payrolls are submitted.

For projects with a total completion timeline of 30 days or less, payment will be made in full only after final completion, delivery, installation, and acceptance.

For projects with a total completion timeline exceeding 30 days, Dutchess BOCES may, at its sole discretion, authorize progress payments tied to defined deliverables or stages of completion. Such payments shall not exceed the value of work completed to date, shall be contingent upon submission of required certified payrolls, and shall be subject to retainage of ten percent (10%) until final completion and acceptance. In no event shall cumulative progress payments exceed ninety percent (90%) of the total contract sum prior to final completion. Final payment, including

retained amounts, will not be released until the project has been fully completed and accepted by Dutchess BOCES.

Price Stability and Changes

All prices submitted shall be firm for the duration of the contract. No additional charges, price increases, or surcharges shall be permitted except through a written change order approved by Dutchess BOCES in advance.

NON-APPROPRIATION CLAUSE

This contract is subject to the availability of funds. Dutchess BOCES shall not be liable for any purchase or contract for which funds are not appropriated or encumbered. Payment is only authorized upon issuance of a valid purchase order. In the event funding is withdrawn or a purchase order is canceled, Dutchess BOCES shall be liable only for documented costs incurred up to the date of cancellation, and shall not be responsible for lost profits or future damages.

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>		
<p>Legal & Compliance</p> <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>		
<p>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.</p>		
<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:	

NOTICE TO BIDDERS

RFP 2526-31

DATE: February 18, 2026

RE: RFP 2526-31 – ACSD HS Theatre Lighting Upgrades

This Q&A is issued to provide the following clarification regarding questions submitted under RFP #2526-31:

Question:

Please confirm that the scope of work for this RFP is isolated to the Auditorium, and does not include any work related to the Black Box Theater.

Answer:

The project scope applies to the Auditorium only.

Question:

Please confirm that the complete scope of work in the Auditorium is as follows: Upgrade existing Sensor and Unison Lighting Control Systems, upgrade existing ETC Ion Lighting Console, Upgrade existing House Lights consisting of 38 ETC Pars and 55 Recessed Lights; please confirm that no Theatrical Lighting fixtures are to be upgraded at this time.

Answer:

The complete scope of work is outlined in the published RFP, and vendors must follow the RFP for all submission requirements. The District confirms that the intent of this performance-based project is the modernization of the infrastructure and control environment.

The scope of work in the Auditorium includes the following:

- **Lighting Control Systems:** Upgrade and modernization of the existing lighting control infrastructure, including dimming and relay-based systems, as required to support current LED and architectural lighting operations.
- **Lighting Console:** Provision and installation of a new, current-generation lighting control console with a minimum of twenty (20) physical faders and touchscreen capability.
- **Houselighting:** Complete upgrade of the architectural houselighting system, including the auditorium and balcony areas, with DMX-controllable LED fixtures.

The District confirms that no theatrical stage lighting fixtures are to be upgraded or provided as part of this RFP.

Regarding the architectural houselighting, the District believes there are fourteen (14) fixtures over the balcony, thirty-four (34) under the balcony, twenty-seven (27) in the main house, and twelve (12) sconces. As stated in the RFP, the contractor is responsible for verifying final quantities, layouts, zoning, and routing prior to installation.

Question:

Please confirm that Blue Lights, Work Lights, and Aisle Lights are fully functional and are not included in this scope of work.

Answer:

These items are not part of the project scope.

Question:

Please provide a panel schedule to confirm which lighting is attributed to Circuit #'s 162, 164, 165, 176, 177, and 179 for Emergency Lighting.

Answer:

Panel schedules identifying specific circuits are not available at this time. Proposers shall assume that existing circuits will require verification and coordination during installation. The Contractor remains responsible for providing a complete and code-compliant system in accordance with the Contract Documents and applicable regulations.

No additional information will be provided prior to bid opening.



NOTICE TO BIDDERS

RFP 2526-31

DATE: February 20, 2026

RE: RFP 2526-31 – ACSD HS Theatre Lighting Upgrades

This Addendum is issued to extend the proposal due date and bid opening for the above-referenced RFP.

The proposal due date and bid opening previously scheduled for Friday, February 20, 2026 at 11:00 AM is hereby extended to:

Thursday, February 26, 2026 at 11:00 AM

All other terms, conditions, requirements, and specifications of the RFP remain unchanged and in full force and effect.