



## **NOTICE TO BIDDERS**

**RFB 2526-10**

### **Overhead Door Maintenance, Repairs, and Replacements**

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 provide the services of Overhead Door Maintenance, Repairs, and Replacements as required by Dutchess BOCES, as set forth in this solicitation.

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](http://www.dcboces.org).

This Request for Bids is being offered by Dutchess County Board of Cooperative Educational Services (Dutchess BOCES) through Michael Maher, Purchasing Agent. Sealed bids, on the forms provided, are to be filed with the same, and will be publicly opened at the Dutchess BOCES Administration Building at **10:00 a.m. on August 20, 2025**.

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

**Dutchess BOCES**

ATTN: Michael Maher, Purchasing Agent

5 BOCES Rd, Poughkeepsie, NY 12601

Email: [michael.maher@dcboces.org](mailto:michael.maher@dcboces.org)

Phone: 845.486.4800 ext. 2262

#### **Point of Contact for Technical Questions is:**

**Dutchess BOCES**

ATTN: Raymond Lake, Head Maintenance Mechanic

5 BOCES Rd, Poughkeepsie, NY 12601

Email: [raymond.lake@dcboces.org](mailto:raymond.lake@dcboces.org)

Phone: 845.486.4800 ext. 2224

#### **Attachments:**

Attachment 1. Current Door Inventory

Attachment 2. Pricing Worksheet

# RECEIPT CONFIRMATION FORM

PLEASE COMPLETE AND RETURN THIS FORM ASAP

RFB NUMBER: #2526-10 TITLE: **Overhead Door Maintenance, Repairs, and Replacements**

**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: [michael.maher@dcbores.org](mailto:michael.maher@dcbores.org)

<i>COMPANY NAME</i>		
<i>ADDRESS</i>		
<i>CITY</i>	<i>STATE</i>	<i>ZIP</i>
<i>POC:</i>		<i>TITLE:</i>
<i>PHONE:</i>		<i>FAX:</i>
<i>EMAIL:</i>		

\_\_\_\_\_ **We intend to submit a bid no later than 10:00 a.m. on August 20, 2025.**

I understand that all communications related to this request will be sent to the email address I provided, and I authorize Dutchess BOCES to do so.

\_\_\_\_\_ **We DO NOT intend to submit a bid in response to this request.**

Dutchess BOCES is interested in the reasons why bidders fail to submit bids. Please indicate your reason(s) by checking all appropriate item(s) below and returning this form to the address below.

- |  |   |
|--|---|
| <input type="checkbox"/> <b>Insufficient time allowed for preparation of bid.</b><br><br><input type="checkbox"/> <b>We do not offer these goods/services.</b><br><br><input type="checkbox"/> <b>Insurance requirements are too restrictive.</b><br><br><input type="checkbox"/> <b>Bond requirements are too restricting.</b><br><br><input type="checkbox"/> <b>Workload does not allow us to bid at this time.</b><br><br><input type="checkbox"/> <b>Specifications unclear or too restrictive.</b> | <input type="checkbox"/> <b>Quantities too small</b><br><br><input type="checkbox"/> <b>Other :</b> _____<br>_____<br>_____<br>_____<br>_____ |
|--|---|

## **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.

**Bid Due Date:** August 20, 2025 at 10 a.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:

**"Overhead Door Maintenance, Repairs, and Replacements RFB# 2526-10 - bid opening  
8/20/2025 10 a.m."**

### **Bids must include:**

- ☐ IRS Form W-9
- ☐ Bidders are required to submit one completed hard copy of Pages 3 through 16 of this RFB, this hard copy must be returned with your bid. Please note that pages 12 through 16 must be properly and legibly completed with the appropriate signatures.
- ☐ Certificate(s) of Insurance (COI)
- ☐ Pricing Worksheet
- ☐ 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**

Boards of Cooperative Educational Services (BOCES) were established by New York State legislation in 1948 to help smaller school districts expand their educational offerings through shared services. In 1955, additional legislation authorized BOCES to provide vocational and special education services.

BOCES are voluntary cooperative associations of school districts within a geographic region that work together to share planning, programs, and services. This shared approach allows districts to deliver educational and support services more economically, efficiently, and equitably than they could on their own.

BOCES programs and services include, but are not limited to: special education, career and technical education, academic and alternative programs, summer school, staff development, instructional and management technology services, educational communications, and business office support.

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Dutchess BOCES Purchasing manages procurement for all programs and services offered by Dutchess BOCES, as well as operational needs and requests from component districts. By leveraging the collective buying power of multiple districts, we aim to achieve best value for our schools and taxpayers.

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### **3. SCOPE OF SERVICES**

The purpose of this Request for Bids (RFB) is to secure qualified service providers to provide Overhead Door Maintenance, Repairs, and Replacements, as needed to Dutchess BOCES. Portions of this scope constitute Public Works. Please make sure to understand this as explained in Scope and Contractor Responsibilities. Services will be rendered on a pay-per-use basis, as needed, and will include all labor, parts, materials, and documentation necessary to ensure full compliance with applicable state and federal regulations.

All work is subject to applicable prevailing wage requirements. See ‘Contractor Responsibilities’ for full details.

#### **Contract Period**

The initial term of this contract shall begin on October 1, 2025, or upon Board of Education approval, whichever is later, and shall continue for three (3) years through September 30, 2028. The end date of the initial term is fixed and shall not be extended due to a delayed start. Two (2) one-year extension options may be made upon mutual consent.

**While Dutchess BOCES intends to execute extensions as described above, nothing herein shall be construed as binding Dutchess BOCES to any extension. Dutchess BOCES reserves the right to decline a contract extension for any reason permitted by law.**

This term is intended to provide continuity for Dutchess BOCES and the vendor to enable volume pricing and known service term discounts and planning while providing consistent service expectations, and minimizing administrative burden, on Dutchess BOCES.

#### **Annual Services**

The awarded vendor will provide materials, equipment, supplies and labor to perform annual services on each door included on the Attachment 1 Door Inventory. Annual services will be scheduled through Dutchess BOCES Facilities and Operations Department.

If the contractor fails to respond to annual maintenance scheduling requests within 10 business days, Dutchess BOCES reserves the right to select alternate dates without contractor input.

The awarded contractor shall perform **annual preventive maintenance** on each designated overhead door system covered under this agreement. At a minimum, annual maintenance shall include the following:

- Inspection and lubrication of all hinges, rollers, tracks, pulleys, cables, bearings, and other moving parts
- Adjustment of spring tension and door balance for proper counterweight function
- Tightening of all bolts, brackets, and hardware

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- Testing and adjusting of openers, photo eyes, safety edge sensors, and limits  
Inspection for wear, corrosion, or damage to panels, tracks, seals, and mechanical components
- Functional testing of manual release mechanisms and emergency opening procedures
- Documentation of door condition, services performed, deficiencies found, and any recommended repairs
- Replacement of standard fasteners and lubrication materials as needed (included in cost)
- Notification to the BOCES contact of any deficiencies requiring repair beyond standard maintenance
- Inspection and testing of electric motors, limit switches, wiring, and safety controls (for electrically operated doors)

All services must comply with applicable ANSI/IDEAL-325 standards, OSHA workplace safety regulations, and manufacturer service guidelines. A written service report must be provided to Dutchess BOCES upon completion of each site's annual maintenance.

Annual inspections and maintenance are not classified as Public Works and are not subject to Article 9 provisions of New York State Labor Law §220.

**Repairs**

Repairs that are identified by Dutchess BOCES, as well as those identified during inspection, that are above and beyond minor repairs that are part of the inspection process, shall be done upon authorization from the Facilities and Operations Department and no work shall be performed, beyond the inspection scope, without prior written approval.

The cost of repairs will be based upon provided hourly labor rates and a parts and materials markup cost. No additional costs will be incurred as part of the repairs. This includes trip costs, fuel surcharges, taxes, or any and all other fees or charges.

**Replacements and New Installations**

The awarded contractor will be responsible for providing replacement and new installations of garage doors in addition to inspections and services as a part of this contract. These services will be performed only after an approved quote is provided and approved and after the receipt of an approved purchase order for that specific project. No work under replacements and new installations will be done prior to the receipt of an issued purchase order.

**Labor**

Vendors will provide hourly labor rates, on the pricing form included as Attachment 3, for standard hourly rate, after hours rate, and emergency response rates as applicable. These rates will be applicable to repairs as well as any replacements or new installations.

**Parts & Materials**

Vendors will provide a standard markup rate for parts and materials to be used in repairs and replacements or new installations. Parts and materials will be billed at cost plus percentage markup for repairs as well as replacements and new installations. Parts and materials will be included in the base cost of the inspection services.

#### **4. GENERAL INFORMATION**

##### **Contract Formation**

The successful vendor's bid submission, together with this RFB, to include any addenda issued, shall form the basis of the agreement between Dutchess BOCES and the vendor. By submitting a bid, the vendor agrees that all terms, conditions, and specifications of this RFB are binding upon award and shall constitute an agreement. No other documents or terms submitted by the vendor shall be binding unless expressly accepted in writing by Dutchess BOCES.

The following general conditions apply to all bid submissions and will govern the interpretation and administration of this solicitation:

- a. Once Dutchess BOCES has opened bids, 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. The envelope shall be clearly marked on the front with the name of person, firm, or corporation submitting the bid, and **"Overhead Door Maintenance, Repairs, and Replacements RFB# 2526-10 - bid opening 8/20/2025 10 a.m."**
- c. Facsimile, telephone, or verbal bid or any modifications of bid documents will NOT be accepted or considered.
- d. Vendors may not alter the bid documents. Any requested modifications must be submitted in a separate document with the bid. Dutchess BOCES reserves the right to deem such bids non-responsive.
- e. Bids received after the time stated for the bid opening date in the Notice to Vendors will NOT be considered. The vendor retains all responsibility for proper timely submission..
- f. Dutchess BOCES will interpret the submission of a bid 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.
- g. Vendors on the NYS Labor Department or Workers' Compensation Debarment Lists are ineligible for award. By submitting a bid, the vendor affirms that they are in good standing with both agencies as of the bid date.
- h. 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.
- i. Dutchess BOCES reserves the right to award this contract to one or more responsive and responsible bidders, if determined to be in the best interest of Dutchess BOCES, Dutchess BOCES may also reject bids and purchase services under an existing County or New York State contract if such services are available on equivalent terms, at a lower price.
- j. Selection of the awarded bid will be based on the lowest responsible bid in accordance with New York General Municipal Law §103(1) and all other applicable laws and regulations.
- k. To ensure compliance, vendors must provide all required documentation demonstrating their ability to fulfill the contract's requirements at their bid price.
- l. Prices, and all required information, except signature of bidder, should be typewritten or printed for legibility. Illegible or vague bids may be rejected. All signatures must be written.



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- m. Failure to respond to a notice of award does not release the vendor from its obligation to perform under the terms of its submitted bid. 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.
- n. Even when awarded the contract, the selected vendor(s) will not perform under this contract without an Issued Purchase Order.
- o. 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.
- p. 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.
- q. 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.
- r. 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).

**Public Disclosure and FOIL Notice**

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 bid, the vendor acknowledges and agrees that Dutchess BOCES is a public entity and is obligated to comply with FOIL.

Bid 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.

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**5. QUALIFICATIONS & REQUIREMENTS**

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

**Licensing and Certifications**

Vendors must hold all required and valid licenses and permits under applicable federal, New York State, and local laws

**References and Experience**

Vendors should have a minimum of two years’ experience providing similar services.

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Dutchess BOCES reserves the right to disqualify bidders based on negative reference checks or unsatisfactory past performance.

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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:

### **Timely Service Delivery**

The contractor is responsible for ensuring services are made as scheduled and that repairs are made in a timely manner. Emergency services must be provided within four (4) hours of notification. This Service Level Agreement (SLA) is for emergency response twenty-four (24) hours a day, seven (7) days a week to include holidays.

### **Prevailing Wage**

Portions of this contract may be subject to the requirements of New York State Labor Law Article 9, which governs prevailing wage obligations for building service contracts. Specifically, repairs, replacements, and other work that constitutes maintenance of building systems are subject to prevailing wage when such work meets the criteria of public work as defined by law.

**Annual door inspections and basic preventive maintenance services, as defined in the Scope of Services, are not considered public works and are therefore not subject to Public Works prevailing wage requirements.**

When applicable, Dutchess BOCES will obtain and provide the relevant Prevailing Rate Case (PRC) number and wage schedule from the New York State Department of Labor. The awarded contractor shall comply with all wage and supplement requirements identified in the PRC, including submission of certified payroll records upon request.

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

Vendors are responsible for understanding which work under this contract is subject to prevailing wage and for pricing accordingly. Failure to comply may result in penalties, withholdings, or termination of the agreement.

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

Should the contractor fail to respond within the four hours SLA, Dutchess BOCES reserves the right to self-perform or contract with another vendor for the emergency repairs. Any costs above and beyond what Dutchess BOCES would have incurred through the awarded vendor will be the responsibility of the awarded vendor and Dutchess BOCES will invoice for the excess amounts. Invoices will be due on receipt and payable to Dutchess BOCES.

If damage to Dutchess BOCES property occurs as a result of the contractor's failure to meet the required Service Level Agreement (SLA), or due to negligence or improper performance of work, the contractor shall be responsible for the full cost of the loss. In cases where an insurance claim is filed, and the insurer's payout does not fully cover the total documented loss, the contractor shall be liable for the difference. The contractor agrees to reimburse Dutchess BOCES



directly for any deductible, coverage limitation, or reduction that causes the payout to fall short, ensuring Dutchess BOCES is made whole for the full value of the loss.

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## **7. CONTRACT RETENTION & TERMINATION CONDITIONS**

The following conditions govern the continued retention of any contract awarded under this RFB. Dutchess BOCES reserves the right to terminate the contract, in whole or in part, under the following:

### **Contract Retention**

Dutchess BOCES reserves the right to retain the selected contractor for the full duration of the agreement, including any extensions, provided the contractor complies with all terms and conditions of the contract and performs in a satisfactory manner.

### **Termination for Cause**

Dutchess BOCES reserves the right to terminate this contract, in whole or in part, for cause upon written notice to the contractor. Cause shall include, but not be limited to:

- Failure to perform services in accordance with contract requirements
- Repeated delays or failure to meet scheduled service timelines
- Failure to comply with applicable laws, regulations, or safety standards
- Any other material breach of contract.

Prior to termination, Dutchess BOCES will provide written notice of the deficiency and may allow the contractor a reasonable period to cure the issue, at its sole discretion. In the event of termination for cause, Dutchess BOCES shall not be liable for any costs incurred by the contractor after the effective date of termination.

### **Termination for Convenience**

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

### **Effect of Termination**

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

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## **8. 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

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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.

**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.
- Must include 30 days' notice of cancellation or material change.

**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.

Dutchess County BOCES will be held harmless in the event of a claim or cause of action resulting from an accident or injury by the contractor.

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**9. DISPUTE RESOLUTION**

Dutchess BOCES and the contractor agree to make a good faith effort to resolve any disputes arising under this contract through informal discussion. If a resolution cannot be reached within 120 days, the dispute shall be submitted to binding arbitration in accordance with the rules of the American Arbitration Association. The arbitration will take place in New York State, and the decision of the arbitrator will be final and binding. Each party shall bear its own legal costs, and arbitration fees will be shared equally, unless otherwise directed by the arbitrator.

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**10. 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(1). 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 performance of 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 and service feasibility. Failure to demonstrate the ability to meet SLA 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.

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## **11. PAYMENTS**

No payments can be made without an itemized invoice against a properly issued purchase order, and the vendor acknowledges that **services are not to be provided until and unless they received a properly issued purchase order.**

Payments to contractors will be on a per invoice basis with net 45 payment terms.

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

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

### **NON-APPROPRIATION CLAUSE**

In accordance with New York State General Municipal Law, Dutchess BOCES shall not be held liable for any purchases or contracts for which funding is unavailable or withdrawn prior to issuance of a purchase order. Vendors agree to hold Dutchess BOCES harmless for any commitments made in the absence of an authorized purchase order.

The issuance of a purchase order indicates that funds have been encumbered for the stated goods or services. In the event a project or purchase must be canceled after issuance, Dutchess BOCES shall only be liable for actual, documented costs incurred up to the time of cancellation. No additional claims for anticipated profit, restocking fees, or future damages shall be honored.

**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:
BUSINESS REFERENCE 1:		BUSINESS REFERENCE 2:
<p style="text-align: center; font-size: small;"><i>Please attach additional references or more details when applicable.</i></p> <p><b>Legal &amp; Compliance</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> I have read the terms and conditions of this RFB and agree to them</li> <li><input type="checkbox"/> No bankruptcy, liens, or judgments in past 5 years</li> <li><input type="checkbox"/> Not debarred or suspended by any agency</li> <li><input type="checkbox"/> This bid is valid for no less than 90 days from the scheduled Bid Opening</li> <li><input type="checkbox"/> Pricing for the term is fixed per this RFB terms</li> <li><input type="checkbox"/> No terms or stipulations added to this bid are binding unless agreed in writing by Dutchess BOCES</li> <li><input type="checkbox"/> This contract does not guarantee funding beyond the current fiscal year. All purchases are subject to budget availability and issuance of a valid purchase order.</li> </ul>		
<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> <p style="margin-top: 20px;"><i>SIGNATURE :</i></p>		

**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 vendor and each person signing on behalf of any vendor, 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:

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 vendor or with any competitor;

2. Unless otherwise required by law, the prices which have been presented in this bid have not been knowingly disclosed by the vendor and will not knowingly be disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or to any competitor; and

3. No attempt has been made or will be made by the vendor to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.

B. A bid shall not be considered for award nor shall any award be made where (A) (1), (2), and (3) above have not been complied with; provided, however, that if in any case the vendor cannot make the foregoing certification, the vendor shall so state and shall furnish with the bid, a signed statement which sets forth in detail the reasons therefore. Where (A) (1), (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that the vendor (i) has published price lists, rates or tariffs covering items being procured, (ii) has informed prospective customers of proposed for pending publication of new or revised price lists for such items, or (iii) has sold the same items to other customers at the same prices being proposed, does not constitute, without more, a disclosure within the meaning of section I. (A) above.

II. Any bid hereafter made to any political subdivision of the State or any public department, agency or official thereof by a corporate vendor for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to Section I above, shall be deemed to include the signing and submission of the Bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

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Company

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Signed

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Title

**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.

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company 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-l.

Bidder: \_\_\_\_\_

By (signature): \_\_\_\_\_

Name (Please Print): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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

If the vendor cannot make the above certification, they must provide a statement with their bid detailing the reasons:

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**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.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Firm Name: \_\_\_\_\_

- 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:

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Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Firm Name: \_\_\_\_\_

**Attachment 1. Current Door Inventory**

**Overhead Door Inventory**  
As of: 6 August 2025

ID #	Location	Room #	Type (Res. Comm., etc.)	Width (Ft. & In.)	Height (Ft. & In.)	Motorized (Y or N)	Troop Door (Y or N)
OD-01	CTI Building	203	Commercial	10' 2"	10' 0"	N	N
OD-02	CTI Building	200	Commercial	10' 2"	10' 0"	N	N
OD-03	CTI Building	200	Commercial	10' 2"	10' 0"	N	N
OD-04	CTI Building	200	Commercial	10' 2"	10' 0"	N	Y
OD-05	CTI Building	202	Commercial	10' 2"	10' 0"	N	N
OD-06	CTI Building	202	Commercial	10' 2"	10' 0"	N	N
OD-07	CTI Building	202	Commercial	10' 2"	10' 0"	N	N
OD-08	CTI Building	204	Commercial	10' 2"	10' 0"	N	N
OD-09	CTI Building	204	Commercial	10' 2"	10' 0"	N	N
OD-10	CTI Building	204	Commercial	10' 2"	10' 0"	N	N
OD-11	CTI Building	300	Commercial	12' 2"	10' 0"	N	N
OD-12	CTI Building	304	Commercial	18' 2"	10'	Y	N
OD-13	CTI Building	308	Commercial	12' 2"	10'	N	N
OD-14	Admin Building	115	Commercial	8'	8'	N	N
OD-15	CTI Building	Outside 200	Residential	8'	7'	N	N
OD-16	CTI Building	Outside 202	Residential	8'	7'	N	N
OD-17	CTI Building	Shed	Residential	8'	7'	N	N
OD-18	Warehouse Bldg 35	n/a	Commercial	12' 2"	12'	N	N
OD-19	Warehouse Bldg 35	n/a	Commercial	12' 2"	12'	N	N
OD-20	Warehouse Bldg 35	n/a	Commercial	12' 2"	12'	N	N

### Attachment 2 - Pricing Worksheet

#### Repair and Replacement/Installation Labor - Prevailing Wage

Hourly rates:	Years 1-3	Optional Year 4	Optional Year 5
Standard Hourly	\$ _____	\$ _____	\$ _____
After Hours Hourly	\$ _____	\$ _____	\$ _____
Emergency Response Hourly	\$ _____	\$ _____	\$ _____
Other _____	\$ _____	\$ _____	\$ _____
Other _____	\$ _____	\$ _____	\$ _____

#### Repair and Replacement/Installation Parts & Materials

Item	Full Contract Term
Parts Markup %	_____ %
Materials Markup %	_____ %

#### Annual Service and Maintenance

Door Style	Years 1-3	Optional Year 4	Optional Year 5
Commercial Motorized	\$ _____	\$ _____	\$ _____
Commercial - Non-Motorized	\$ _____	\$ _____	\$ _____
Residential	\$ _____	\$ _____	\$ _____

#### Prompt Payment Discount

Please indicate any prompt payment terms offered. e.g. 5% 15 Net 45

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