NOTICE TO BIDDERS

RFB 2627-14

Snow and Ice Removal Services

The **Dutchess County Board of Cooperative Educational Services (Dutchess BOCES)** in accordance with Section 103 of Article 5-A of the General Municipal Law, hereby invites the submission of sealed bids to provide Snow and Ice Removal Services 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.

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 **11:00 a.m. on November 19, 2026.** In the event that Dutchess County BOCES is closed the day of the Bid opening, the bid(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 November 12, 2026. Responses will be shared with all known bidders.

There is a MANDATORY pre-bid walk through on November 10, 2026 at 11:00 a.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

RECEIPT CONFIRMATION FORM

PLEASE COMPLETE AND RETURN THIS FORM ASAP

RFB NUMBER: **#2627-14** TITLE: **Snow and Ice Removal Services**

Vendors: Please complete and return this form as soon as possible. Doing so will ensure you receive all future updates on this request. Email to: tabitha.lucas@dcboces.org

COMPANY NAME
ADDRESS
CITY *STATE* *ZIP*
POC: *TITLE:*
PHONE: *FAX:*
EMAIL:

_____ We intend to submit a bid no later than 11:00 a.m. on November 19, 2026.

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

_____ We DO NOT intend to submit a bid in response to this request.

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

- **Insufficient time allowed for preparation of bid.**
- **We do not offer these goods/services.**
- **Insurance requirements are too restrictive.**
- **Bond requirements are too restricting.**
- **Workload does not allow us to bid at this time.**
- **Specifications unclear or too restrictive.**
- **Quantities too small**
- **Other :_____**

_____

_____

_____

_____

1. INSTRUCTIONS TO BIDDERS

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: November 19, 2026 at 11 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:

"**RFB# 2627-14—Snow and Ice Removal Services**"

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

Bids must include:

- ☐ IRS Form W-9
- ☐ Bidders are required to submit one completed hard copy of pages 13-23 in this RFB, with all pages properly and legibly completed with the appropriate signatures.
- ☐ Certificate(s) of Insurance (COI), if available at the time of bid submission. Successful bidder(s) shall provide certificates prior to contract award or execution.

Site Walkthrough
Attendance at the site walkthrough is mandatory for all bidders wishing to submit a bid. Only bidders who attend the walkthrough will be eligible to submit a bid. Failure to attend will result in the bidder being disqualified from the bidding process.

The site walkthrough will be held on: **Tuesday, November 10 at 11:00 AM**

Meeting Location: Meet at the entrance highlighted in yellow on page 23 of this solicitation. Please allow additional time to sign in with security before the scheduled walkthrough.

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

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 qualified vendors to perform snow and ice removal services at the Dutchess BOCES campus. Services shall include all labor, equipment, fuel, materials, and documentation necessary to perform the required services in accordance with this solicitation and applicable laws and regulations. Payment shall be made in accordance with the awarded bid pricing and applicable purchase order requirements.

Contract Period
The initial term of this contract shall begin on December 10, 2026, or upon Board of Education approval, whichever is later, and shall continue for one (1) year through December 9, 2027. The end date of the initial term is fixed and shall not be extended due to a delayed start. Four (4) one-year extension options may be made upon mutual consent.

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

Public Works and Prevailing Wage Requirements
This contract is subject to applicable New York State prevailing wage requirements. The contractor shall comply with all applicable prevailing wage and supplemental benefit requirements for covered work performed under this contract.

Service Locations and Areas
Snow and ice removal services shall be provided throughout the Dutchess BOCES campus, including, parking lots, roadways, sidewalks, walkways, building entrances, stairways, ramps, fence gates, dumpster and generator access areas, and other areas designated by Dutchess BOCES. Interior courtyards are excluded. The contractor shall not use designated parking spaces for snow storage unless authorized by Dutchess BOCES.

The contractor shall service designated areas as necessary to maintain safe access for vehicles, pedestrians, and authorized personnel. Dutchess BOCES shall identify service areas and communicate applicable site requirements to the contractor.

Dutchess BOCES reserves the right to identify, add, remove, or modify service areas as needed based on operational requirements and weather conditions. The contractor shall provide services in all designated areas, whether or not specifically listed in this solicitation, at the applicable awarded prices and in accordance with the contract requirements and purchase order.

Equipment and Storage
The contractor shall provide and maintain all equipment necessary to perform the required snow and ice removal services safely and effectively. Equipment shall be appropriate for the designated service areas and capable of performing the required work.

Dutchess BOCES may require the bidder to provide a list of equipment intended for use under this contract, along with supporting information, to demonstrate its ability to meet the requirements of this solicitation.

Dutchess BOCES may designate an area on campus during the snow season for the storage of contractor equipment or materials, subject to availability and prior approval. Any approved storage area shall be used only for its designated purpose and maintained in an orderly and safe condition. The availability and terms of any on-site storage arrangement shall be determined by Dutchess BOCES.

Materials and Application
Dutchess BOCES shall supply the de-icing and traction materials used under this contract. The contractor shall use only materials authorized by Dutchess BOCES and shall apply them as directed, using appropriate methods for the areas and surfaces being treated.

The contractor shall provide the equipment and personnel necessary to load and apply the materials when directed by Dutchess BOCES. BOCES personnel may load the materials when directed by Dutchess BOCES.

Following each storm event, the contractor shall provide Dutchess BOCES with a record of the type and quantity of materials used for inventory tracking and forecasting.

Dutchess BOCES shall identify the materials available for use and any applicable storage or access requirements.

Pre-Treatment and Pre-Salting
The contractor may be directed by Dutchess BOCES to apply de-icing materials to designated areas prior to anticipated snowfall or icy conditions. Pre-treatment services shall be performed as directed by Dutchess BOCES and shall be included in the applicable awarded salting or de-icing pricing. No separate pre-treatment or pre-salting surcharge shall be permitted.

Service Response and Completion Requirements
The contractor shall respond promptly to snowfall and icy conditions and provide sufficient personnel, equipment, and materials to perform the required services in a timely and efficient manner.

The contractor shall ensure that all designated service areas are cleared and treated by 7:00 a.m. to help ensure safe access for students, staff, visitors, and emergency personnel. This includes parking lots, roadways, sidewalks, entrances, ramps, stairways, and other designated areas. The contractor shall prepare the campus for normal daily operations by 7:00 a.m. unless otherwise directed by Dutchess BOCES.

During ongoing winter weather events, the contractor shall continue to monitor and service designated areas as necessary to maintain safe conditions. Delayed openings, school closings, or other changes to the normal schedule shall not relieve the contractor of this responsibility unless Dutchess BOCES directs otherwise.

4. Pricing

Pricing Submission
Bidders shall submit pricing using the Pricing Sheet provided with this solicitation. All pricing must be completed in accordance with the instructions provided on the Pricing Sheet. Bidders are responsible for ensuring that all submitted prices are complete and accurate.

Overall Pricing
All pricing shall include the labor, equipment, fuel, supplies, transportation, and other costs necessary to perform the services, except where the bid documents specifically provide for separate charges. No additional costs, including trip charges, fuel surcharges, mobilization fees, or other fees, shall be permitted unless expressly identified in the bid documents and included in the awarded pricing.

All work must be authorized by a properly issued purchase order prior to commencement. Dutchess BOCES may request written quotes for services not specifically covered by the awarded pricing. Any such work must be approved by Dutchess BOCES prior to commencement.

Price Adjustments
Pricing shall remain firm for the initial contract term. Any price adjustment during an extension term must be requested in writing, supported by documentation, and approved by Dutchess BOCES purchasing agent before taking effect.

5. QUALIFICATIONS & REQUIREMENTS

To be considered for award, bidders must meet the following minimum qualifications and provide supporting documentation upon request:

- Bidders must hold all licenses, permits, certifications, and registrations required under applicable federal, New York State, and local laws
- Bidders must have a minimum of two years' experience providing similar services.
- Dutchess BOCES reserves the right to reject bids from bidders who fail to meet the requirements of this bid and to determine a bidder non-responsible based on factors including unsatisfactory references, past performance, or failure to demonstrate the ability to perform the required services.

6. CONTRACTOR RESPONSIBILITIES

The awarded contractor shall be responsible for performing all services in a professional, timely, safe, and fully compliant manner in accordance with the requirements of this bid and the direction of Dutchess BOCES.

Timely Service
The contractor shall respond promptly to snowfall and icy conditions and perform snow and ice removal services as required by the Scope of Services. The contractor shall provide sufficient personnel, equipment, and materials to complete the required work efficiently and within the timeframes established by Dutchess BOCES.

The contractor shall prioritize clearing and treating designated parking areas, roadways, sidewalks, entrances, ramps, stairs, and other required areas to provide safe access to the campus before the start of the school day, whenever conditions permit. Services shall be performed with consideration for scheduled school opening times, weather forecasts, and changing weather conditions.

Dutchess BOCES may adjust school opening times, delay opening, or close school due to weather conditions. Such decisions do not relieve the contractor of its responsibility to perform the required services in accordance with this contract. The contractor shall coordinate with the designated Dutchess BOCES representative regarding service timing and changing conditions.

Property Damage and Restoration
The contractor shall take reasonable precautions to prevent damage to Dutchess BOCES property while performing the services. The contractor shall be responsible for damage to lawns, curbs, sidewalks, pavement, landscaping, or other property caused by the contractor's operations, except for pre-existing damage or damage not caused by the contractor.

Dutchess BOCES may inspect the service areas following the winter season and identify damage attributable to the contractor's operations. The contractor shall, at no additional cost to Dutchess BOCES, repair or restore such damage to the condition that existed before the damage occurred, subject to approval by Dutchess BOCES. Repairs shall be completed within a reasonable timeframe established by Dutchess BOCES.

If the contractor fails to complete the required repairs within the established timeframe, Dutchess BOCES may arrange for the repairs to be completed by another source and may recover the reasonable, documented cost from the contractor, to the extent permitted by law and the contract.

Contractor Performance & Deductions for Non-Compliance
The contractor shall ensure that all work is completed thoroughly and that designated areas are properly cleared and treated to address snow and ice hazards. The contractor shall promptly correct deficiencies identified by Dutchess BOCES at no additional cost when the deficiencies result from the contractor's failure to meet the contract requirements.

If the contractor fails to perform the required services within the established timeframes or otherwise fails to comply with the contract requirements, Dutchess BOCES reserves the right to

obtain the necessary services from another source. Any reasonable, documented additional costs resulting from the contractor's failure to perform may be charged to the contractor to the extent permitted by law.

Repeated delays, inadequate service, or failure to respond to required service needs may constitute grounds for termination of the contract, subject to the terms of the contract and applicable law.

References
Bidders shall submit a minimum of two (2) references for snow and ice removal services provided within the past three (3) 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 references and consider the information received when determining bidder responsibility. Failure to provide requested references may result in a determination that the bidder is non-responsible.

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. Continuation of the agreement into any optional renewal period shall be contingent upon mutual written consent and satisfactory performance, as determined by Dutchess BOCES.

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, including failures described under Contractor Performance and Non-Compliance

Prior to termination for cause, Dutchess BOCES will provide written notice of the deficiency and may allow the contractor a reasonable opportunity to correct the deficiency, as determined by Dutchess BOCES. When an immediate response is necessary to address safety concerns or urgent service failures, Dutchess BOCES reserves the right to take appropriate action without providing an opportunity to cure**.** In the event of termination for cause, Dutchess BOCES shall not be liable for any costs incurred by the contractor after the effective date of termination. Payment will be made only for work satisfactorily performed and accepted by Dutchess BOCES prior to termination.

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

Effect of Termination
Upon termination, the contractor shall promptly return all Dutchess BOCES property, data, and documentation. Dutchess BOCES shall not be liable for any further obligations, penalties, or damages beyond payment for services accepted and rendered, subject to the terms of this contract and applicable law.

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: Coverage shall include bodily injury and property damage arising from premises & operations, products/completed operations, 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.
- Certificates must provide 30 days' prior written notice to Dutchess BOCES of cancellation, non-renewal, or material change.

Subcontractors:
If subcontractors are authorized by Dutchess BOCES, 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 claims, damages, or causes of action to the extent arising from the contractor's negligent acts or omissions or other acts or omissions for which the contractor is legally responsible, subject to applicable law.

Required Bonding:
No bonding is required under this solicitation.

9. DISPUTE RESOLUTION

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

10. AWARD AND RESERVATION OF RIGHTS

The award of this contract shall be made to the lowest responsive and responsible bidder, optimizing quality, cost, and efficiency, in accordance with GML §103. In determining responsibility, Dutchess BOCES may consider factors including, but not limited to:

- Reputation and demonstrated ability to meet contract requirements
- Financial stability and legal standing
- Compliance history
- References
- Ability to provide the required personnel, equipment, materials, and timely service.

Dutchess BOCES reserves the right to request additional documentation or clarification from bidders as necessary to evaluate responsiveness and responsibility. Failure to demonstrate the ability to perform the required services in accordance with the bid specifications may result in a determination of non-responsibility.

Dutchess BOCES reserves the right to adjust service requirements as operational needs change, subject to the terms of the contract and applicable law. The award does not guarantee any minimum number of service calls or amount of work.

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 reserves the right to make awards at any time within ninety (90) days following the bid opening. Bids may not be withdrawn during this period.

Multiple Awards
Dutchess BOCES anticipates awarding this contract to one (1) responsive and responsible bidder. However, Dutchess BOCES reserves the right to award this contract to one or more responsive and responsible bidders, in whole or in part, based on service needs, availability, pricing, or other operational considerations, when determined to be in the best interest of Dutchess BOCES. Dutchess BOCES does not guarantee any minimum amount of work to any awarded vendor.

Dutchess BOCES also reserves the right to obtain snow and ice removal services through other legally available procurement methods, as permitted by law.

11. PAYMENTS

No payment shall be made without an itemized invoice referencing a properly issued purchase order. The contractor acknowledges that work shall not commence until and unless a valid purchase order has been received.

Each invoice shall clearly indicate:

- Date of service
- Service location
- Description of services provided
- Unit pricing and extended pricing as applicable
- Applicable bid pricing, discounts, and labor rates
- Total invoice amount

The contractor shall furnish proof of service upon request, including verification by authorized district personnel or their designee.

Invoices shall reflect the awarded bid pricing and applicable contract terms.

Payment of an invoice shall not waive the right of Dutchess BOCES to address billing discrepancies or items or services that do not conform to the contract requirements.

Vendors may offer discounts for prompt payment (e.g., 5% 15, Net 45); however, Dutchess BOCES and participating school districts shall not be bound to any payment term shorter than forty-five (45) days.

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

Delays in the adoption of budgets by Dutchess BOCES or participating school districts shall not invalidate this contract but may delay the issuance of purchase orders and the timing of services.

Force Majeure
Neither party shall be liable for delays or failure in performance resulting from extraordinary circumstances beyond its reasonable control, including but not limited to natural disasters, war, terrorism, labor disputes, epidemics, pandemics, governmental actions, or other events that could not reasonably be anticipated or avoided.

Ordinary seasonal snow, ice, and winter weather conditions anticipated under this contract shall not, by themselves, excuse the contractor from performing the required services. In the event of extraordinary circumstances that materially affect performance, the affected party shall provide prompt notice to the other party and make reasonable efforts to minimize interruptions in service and resume performance as soon as reasonably possible.

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. The bidding documents and any resulting contract shall be governed by and construed in accordance with the laws of the State of New York.
b. 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.
c. Facsimile, telephone, or verbal proposal or any modifications of proposal documents will NOT be accepted or considered.
d. 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.
e. Bids 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.
f. 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.
g. 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.
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 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.
j. 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.
k. To ensure compliance, vendors must provide all required documentation demonstrating their ability to fulfill the contract's requirements at their proposal price.
l. Prices, and all required information, except signature of proposer, should be typewritten or printed for legibility. All signatures must be written.
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 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.
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 shall comply with applicable criminal history background check and fingerprinting requirements when required by law or the participating district's policies.
s. 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.
t. 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.
u. 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

COMPANY NAME:
ADDRESS:
CITY: *STATE:* *ZIP:*
POC: *TITLE:*
PHONE: *FAX:*
EMAIL: Years in business under current name:
BUSINESS REFERENCE 1: BUSINESS REFERENCE 2*:*

Please attach additional references or more details when applicable.

Legal & Compliance

- 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

Comments:

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.

_____	_____	_____
SIGNATURE	*NAME*	*TITLE*

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

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

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

Company:	
Title:	
Signature:	
Name:	
Date:	

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

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

CONFLICT OF INTEREST DISCLOSURE STATEMENT

PLEASE COMPLETE A OR B BELOW:

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

Company:	
Title:	
Signature:	
Name:	
Date:	

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

Explain Here:

_____

_____

_____

Company:	
Title:	
Signature:	
Name:	
Date:	

BID PRICING SHEET

Unit Pricing by Service | Dutchess BOCES Campus

Bidder Name: _____

Instructions
Provide a unit price for each service. Prices must include all applicable labor, equipment, fuel, and other costs necessary to perform the service. De-icing and traction materials will be supplied by Dutchess BOCES. A "plowing event" means one snowstorm or continuous snowfall occurrence; the price includes the visits/passes reasonably required to clear the designated areas during that event. Use the snowfall accumulation at the campus for the applicable event to determine the pricing tier. Each application price covers one complete treatment of the applicable designated campus areas.

A. Snow Plowing

Item	Description	Unit	Price
1	Snow plowing for snowfall accumulation of 1 to 3 inches	Per event	$_____
2	Snow plowing for snowfall accumulation over 3 inches up to 6 inches	Per event	$_____
3	Snow plowing for snowfall accumulation over 6 inches up to 9 inches	Per event	$_____
4	Snow plowing for snowfall accumulation over 9 inches	Per event	$_____

B. Salt and Ice Control

Item	Description	Unit	Price
5	Salt application to parking lots and roadways, including pre-salting or pre-treatment when directed by Dutchess BOCES, labor, and equipment. BOCES-supplied materials.	Per application	$_____
6	Sanding or alternative ice-control treatment to parking lots and roadways, including labor, and equipment. BOCES-supplied materials.	Per application	$_____

C. Snow Hauling and Additional Equipment

Item	Description	Unit	Price
7	Dump truck with operator for snow hauling	Per hour	$_____
8	Front-end loader with operator	Per hour	$_____
9	Skid steer with operator	Per hour	$_____
10	Additional snow removal equipment (specify equipment)	Per hour	$_____

Equipment proposed under Item 10: _____

D. Sidewalks and Outdoor Stairways

Item	Description	Unit	Price
12	Snow removal from sidewalks and pedestrian walkways	Per event	$_____
13	Snow removal from outdoor stairs and stairways	Per event	$_____
14	Salt/ice-melt application to sidewalks and pedestrian walkways, including equipment and labor. BOCES-supplied materials.	Per application	$_____
15	Salt/ice-melt application to outdoor stairs and stairways, including equipment and labor. BOCES-supplied materials.	Per application	$_____

All quoted prices shall include services performed during normal business hours, after hours, overnight, weekends, holidays, and during emergency weather conditions. No additional emergency, after-hours, weekend, holiday, or weather-related surcharges shall be permitted.

Sidewalk, walkway, and outdoor stairway services shall include all labor and equipment necessary to provide safe pedestrian access. The contractor shall use appropriate ice-control materials and application methods for the surfaces being treated. All services must be authorized by Dutchess BOCES.

Hourly rates are subject to applicable prevailing wage requirements. Where prevailing wage applies, the required prevailing wage rates supersede the rates listed in this pricing section.

Bidder Acknowledgment

The bidder certifies that the prices submitted on this pricing sheet represent the full cost of the applicable services, including all required labor, equipment, fuel, and other costs, excluding materials supplied by Dutchess BOCES.

Authorized Representative: _____

Signature: _____

Phone: _____

Email: _____

Date: _____

Dutchess BOCES Campus Map

