



## **NOTICE TO BIDDERS**

**RFB 2425-28**

### **PAINTING OF RESILIENCE ACADEMY HALLS & STAIRWELLS**

#### **A Public Works Project (PRC# 2025006930)**

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 Painting of the Resilience Academy hallways, as set forth in this solicitation. This is a one time performance based contract.

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 **12:00 p.m. on July 2, 2025.**

**There is a MANDATORY pre-bid walk through  
on June 26, 2025 at 10:00 a.m.**

#### **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. N/A

# RECEIPT CONFIRMATION FORM

PLEASE COMPLETE AND RETURN THIS FORM ASAP

RFB NUMBER: #2425-28 TITLE: **Painting of Resilience Academy Halls & Stairwells**  
**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@dcbooces.org](mailto:michael.maher@dcbooces.org)

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

\_\_\_\_\_ **We intend to submit a bid no later than 12:00 p.m. on July 2, 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><input type="checkbox"/> <b>We do not offer these goods/services.</b><br><input type="checkbox"/> <b>Insurance requirements are too restrictive.</b><br><input type="checkbox"/> <b>Bond requirements are too restricting.</b><br><input type="checkbox"/> <b>Workload does not allow us to bid at this time.</b><br><input type="checkbox"/> <b>Specifications unclear or too restrictive.</b> | <input type="checkbox"/> <b>Quantities too small</b><br><input type="checkbox"/> <b>Other :</b> _____<br><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:** July 2, 2025 at 12 p.m.

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

**Bid Format:** All bids must be sealed and clearly labeled as:

**"RFB for Painting of Resilience Academy Halls & Stairwells #2425-28"**

**Bids must include:**

- ☐ Bidders MUST attend the pre-bid walk through June 26, 2025
- ☐ IRS Form W-9
- ☐ Public Work Contractor Registration – Certificate of Registration from DOL
- ☐ Bidders are required to submit one completed hard copy of Pages 3 through 17 of this RFB, this hard copy must be returned with your bid. Please note that pages 12 through 17 must be properly and legibly completed with the appropriate signatures
- ☐ Certificate(s) of Insurance (COI)
- ☐ Company Information (Page 11 of this RFB)
- ☐ Completed pricing sheet (page 17 of this RFB)

---

## **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.

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.

---

## **3. SCOPE OF SERVICES**

The purpose of this Request for Bids (RFB) is to secure qualified vendors to paint the hallways and stairwells of our Resilience Academy, located at 5 BOCES Road, Poughkeepsie, NY 12601. This is a single performance based project with the term being until completion with no renewals. The contracted vendor will provide all labor, materials, and equipment necessary to complete the job as described in this RFB. Dutchess BOCES will provide the primer and paint only upon the commencement of the project, the selected vendor will be responsible for all other equipment, materials and consumables.

Bidders are responsible for familiarizing themselves with site conditions at the mandatory pre-bid walk through on June 26, 2025 at 10:00 a.m. Failure to inspect the site shall not relieve the awarded contractor of responsibility for performing as specified.

The work area includes all hallways and stairwells of the Resilience Academy. There is approximately 2,000 linear feet of hallway, with both walls to be painted. There are approximately 3 stairwells. This information should be verified during the pre-bid walk through.

This project is classified as a public work project in accordance with New York State Labor Law Article 8, and is therefore subject to prevailing wage requirements. The DOI has assigned PRC# 2025006930 to this project. In accordance with Labor Law §220(3), all contractors and subcontractors must be registered with the New York State Department of Labor before bidding or performing work on this project. The prevailing wage schedule is available upon request, and on our website.

**Painting of Resilience Academy Halls & Stairwells**

---

All painting, to include priming, shall be consistent with manufacturer specifications and requirements for the then-current weather conditions.

**Preparation**

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

Dutchess BOCES personnel will inspect and approve the application prior to primer being applied.

**Priming**

Selected vendor will properly apply a single coat of primer, with appropriate coverage, on all walls to ensure proper adhesion of the final paint coats.

Dutchess BOCES personnel will inspect and approve the application prior to the first paint coat being applied.

**Painting**

The selected vendor will apply 2 coats of the provided paint to all walls. The second coat will not be applied until the proper curing time has elapsed, consistent with manufacturer specifications and the then-current weather conditions. It will then be applied with proper coverage.

Dutchess BOCES personnel will inspect and approve the application prior to the second coat being applied and after the second coat is applied.

**Cleanup**

The selected vendor will clean all work areas and remove any and all debris, equipment, supplies, materials or any other items as a result of the work. The work areas will be left in a clean, neat, and broom-swept condition.

Dutchess BOCES personnel will inspect and approve the application prior to the vendor leaving the property.

**Contract Period**

This contract term is until the completion of the project. The anticipated completion date is no later than August 22, 2025.

---

**4. GENERAL INFORMATION****Contract Formation**

The successful vendor's bid submission, together with this RFB, and any addenda issued, shall form the basis of the agreement, or contract, 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, or contract, once a Purchase Order is issued and accepted. No other documents or terms submitted by the vendor shall be binding unless expressly accepted in writing by Dutchess BOCES.

**Painting of Resilience Academy Halls & Stairwells**

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 final negotiations of things such as final staffing requirements, payment terms, or guarantees. 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 **“RFB for Painting of Resilience Academy Halls & Stairwells RFB# 2526-28 - bid opening 7/2/2025 12 p.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 and will be returned to the vendor unopened. The vendor assumes all responsibility for having the bid submitted on time at the place specified.
- 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. 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.
- j. To ensure compliance, vendors must provide all required documentation demonstrating their ability to fulfill the contract’s requirements at their bid price.
- k. 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.
- 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 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.
- 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. Bid prices shall remain firm unless a contract change order is agreed to by both parties.

- 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.

**Public Disclosure and FOIL Notice**

All materials submitted in response to this Request for Bids (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. Blanket statements that the entire bid is “confidential” or “proprietary” will not be honored and may result in the bid being considered non-responsive.

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.

---

## **5. QUALIFICATIONS & REQUIREMENTS**

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

**References and Experience**

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

---

## **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 vendor must be able to begin execution of the project without delay, upon notification of award, and issuance of a purchase order.

Certified payrolls must be submitted for all work performed under this contract prior to any payment being processed, in accordance with Article 8 of the NYS Labor Law. No payment will be processed without an accepted certified payroll.

---

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

The following conditions govern the continued retention of any contract awarded under this RFB. The District(s) reserve 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, provided the contractor complies with all terms and conditions of the contract and performs in a satisfactory manner. There will be no extensions granted for this project based contract. Increase will only be considered in the event of unforeseen circumstances requiring a contract modification and PO increase.

**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 deliveries
- 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.

**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 bidder shall procure and maintain, at its own expense, insurance of the types and amounts described below, issued by companies authorized to do business in the State of New York. A valid certificate of insurance, including all required endorsements, must be submitted with the bid to Dutchess BOCES.

**A. Commercial General Liability Insurance**

- a. Minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- b. Coverage must include: premises and operations, products and completed operations, contractual liability, and independent contractors.
- c. Additional Insured: Dutchess BOCES, its officers, agents, and employees shall be named as additional insureds on a primary and noncontributory basis.

**B. Business Automobile Liability Insurance**

- a. Minimum of \$1,000,000 combined single limit per accident.
- b. Must cover all owned, leased, hired, and non-owned vehicles used in performance of the contract.

**C. Workers' Compensation and Employers' Liability Insurance**

- a. As required by the laws of the State of New York.

**D. Disability Benefits Insurance**

- a. As required by New York State Law.

**E. Umbrella/Excess Liability Insurance**



- a. Minimum limits of \$1,000,000 per occurrence and aggregate
- b. Must provide additional coverage above the limits of the Commercial General Liability and Business Automobile Liability policies.

**F. Certificate of Insurance**

- a. The contractor must provide Certificates of Insurance evidencing the above coverages prior to the commencement of work and upon renewal of each policy.
- b. Certificate Holder: Certificates must name Dutchess BOCES as the certificate holder at the following address:

**Dutchess BOCES, 5 BOCES Road, Poughkeepsie, NY 12601**

**G. Subcontractors**

- a. Subcontractors are not permitted without the express written permission of Dutchess BOCES. The contractor shall ensure that any subcontractors engaged in the performance of this contract maintain insurance coverage with the same terms and limits as specified above.

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 BOCES reserves the right to request updated certificates of insurance at any time to verify active coverage.

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

---

## **9. DISPUTE RESOLUTION**

To attempt dispute resolution, the process included in this section will be used under this bid award/contract.

Dutchess BOCES and the vendor will initially attempt to resolve the dispute in good faith.

This contract shall be governed by the laws of the State of New York. Any disputes arising under or related to this contract shall be resolved in a court of competent jurisdiction within the State of New York. Binding arbitration is not permitted unless specifically authorized by statute.

---

## **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, the District(s) reserve the right to consider additional criteria in determining responsibility, including but not limited to:

- Company reputation and demonstrated performance of ability to meet contract requirements
- Financial stability and legal standing
- Compliance history with federal and state transportation laws and regulations

**Painting of Resilience Academy Halls & Stairwells**

---

In determining responsibility, the District may consider the vendor's demonstrated ability to perform the required services in a manner that meets the operational needs of the District. This includes, but is not limited to:

- Ability to meet the required volume and delivery times
- Availability of vehicle pickup and return services (if applicable)
- History of providing timely service to similar clients

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 service expectations may result in a determination of non-responsibility.

Dutchess BOCES reserves the right to reject any or all bids, to waive minor irregularities, and to award a contract deemed to be in the best interest of the District(s), in accordance with New York State General Municipal Law §103 and Education Law §305(14).

**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 or business official.

Any terms submitted by the vendor that conflict with the terms of this solicitation shall be deemed void and without effect unless expressly accepted in writing by Dutchess BOCES.

**Timing**

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

---

**11. PAYMENTS**

No payments can be made without an itemized invoice against a properly issued purchase order, and the contractor acknowledges that **services are not to be provided until and unless they have received a properly issued purchase order.** Payment will be made only after the proper presentation of invoices or claim forms as required by Dutchess BOCES.

Only items covered under this agreement are to be invoiced and no payment will be made for "off contract" items unless approved in writing, in advance.

Payments to contractors will be upon receipt of a proper invoice, to include certified payroll(s) and subject to NET 45 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.

**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:
<i>Please attach additional references or more details when applicable.</i>		
<b>Legal &amp; Compliance</b> <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"/> Vendor is in good standing with NYS Dept. of State</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"/> Even when awarded, a PO is required to perform</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 initial term is fixed per this bid and 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"/> Vendor has an existing schedule with DOT inspectors</li> </ul>		
<i>Comments:</i>		
<p>The undersigned agrees to supply the service and products bid and 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.

---

Company

---

Signed

---

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: \_\_\_\_\_

---

**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:

---

---

---



---

**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:

---

---

---

---

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

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

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

Attachment 1 - Pricing Sheet				
	LABOR COST	MATERIALS COST	TOTAL COST	ANTICIPATED DURATION (DAYS)
Preparation	\$	\$	\$	\$
Priming	\$	\$	\$	\$
Painting	\$	\$	\$	\$
Cleanup	\$	\$	\$	\$
Total Cost	\$	\$	\$	\$

Vendor Name: \_\_\_\_\_