



RECEIPT CONFIRMATION FORM

RFB NUMBER: **#2425-24**

TITLE: **Cosmetology Kits and Supplies**

VENDORS: PLEASE COMPLETE AND RETURN THIS CONFIRMATION FORM AS SOON AS POSSIBLE TO: michael.maher@dcbores.org

<input type="checkbox"/>	We intend to submit a bid and understand that this proposal is due to Dutchess BOCES no later than <u>4/30/2025 2 p.m.</u>
<input type="checkbox"/>	We DO NOT intend to submit a proposal on this project. (Please include the next page so we know why.)

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

I authorize the Dutchess BOCES to send, by the following method, further correspondence that Dutchess BOCES deems pertinent to this bid:

E-mail:
Other (specify):

Submitting this form will ensure that you receive all further communication in regards to this Request For bid.

PLEASE COMPLETE AND RETURN THIS FORM ASAP

NON-BIDDER RESPONSE

Company Name: _____

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 reasons: please explain below:

Request for bid (RFB) #2425-24

FOR:

Dutchess BOCES Cosmetology Kits & Supplies

BID SUBMISSION OPENING DATE:
4/30/2025 2 p.m.

DUTCHESS COUNTY BOARD
OF COOPERATIVE EDUCATIONAL SERVICES
(Dutchess BOCES)
5 BOCES Road
Poughkeepsie, NY 12601

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 cosmetology kits and supplies as required by Dutchess BOCES and the participating districts, as set forth in the Bid documents.

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) by Michael Maher, Purchasing Agent, and sealed bids, on the forms provided, are to be filed with the same, and will be publicly opened at the Administration Building of the Dutchess BOCES on 4/30/2025 2 p.m. In the event that the Dutchess BOCES Administrative Office is closed the day of the Bid opening, the bid(s) will be opened the next business day.

1. INTRODUCTION & BACKGROUND

Dutchess BOCES is seeking qualified vendor(s) to provide cosmetology kits and supplies as required by Dutchess BOCES, and the Cooperative Bidding Program participating school districts, as set forth in the Bid documents. The contract term shall be for one (1) year, beginning May 15, 2025, and ending May 14, 2026, with the option to renew for up to four twelve-month extensions, upon mutual agreement of Dutchess BOCES and the awarded vendor(s). It is the intent of Dutchess BOCES to exercise such extensions provided the contractor has performed services in a satisfactory manner, as determined by Dutchess BOCES, and that continuation is in the best interests of the agency.

Nothing herein shall be construed to bind Dutchess BOCES to an extension, and Dutchess BOCES retains the right to decline any extension for any reason permitted by law.

Boards of Cooperative Educational Services (BOCES) were established by New York State legislation in 1948 to enable smaller school districts to offer more breadth in their educational programs by sharing teachers. In 1955, Legislation was passed allowing BOCES to provide vocational and special education. The BOCES are voluntary, cooperative associations of school districts in a geographic area that share planning, services, and programs to provide educational and support activities more economically, efficiently, and equitably than could be provided locally. BOCES' programs and services include special education, vocational education, academic and alternative programs, summer school, staff development, computer services (management and instructional), educational communication, and business services.

This RFB is issued in compliance with New York State General Municipal Law (GML) §103 and best procurement practices.

2. SCOPE OF SERVICES

The scope of services for this RFB is to provide cosmetology kits and supplies as required, to the Dutchess BOCES and/or its participating Component Districts. Vendors will provide the services, as described and explained in this RFB, throughout the duration of the contract, to include any extensions.

Eligible Agencies

Other school districts and public agencies may purchase under this bid at the same prices, terms and conditions stated in these bid documents, at the discretion of the successful bidder. School Districts & BOCES outside of Dutchess BOCES Component School Districts, wishing to utilize this bid must first arrange for a cross-contract through Dutchess BOCES and the vendor must also agree to allow them to participate in this bid.

Agencies participating in this bid shall be responsible for obtaining approval from their approving body of authority when necessary and shall hold Dutchess BOCES harmless from any disputes, disagreements or actions which may arise as a result of using this bid.

3. GENERAL INFORMATION

- a. By submitting a bid in response to this Request for Bid (RFB), you are asking Dutchess BOCES to accept your offer for the sale of goods or services. It is important that you read and understand all terms and conditions contained herein, as well as understand the laws that govern Municipal Purchasing in the State of New York.
- b. Once Dutchess BOCES has opened bids, there can be no changes to price or terms outside of legally permitted final negotiations. 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. The envelope shall be clearly marked on the front with the name of person, firm, or corporation submitting the bid, and **“RFB for BOCES Cosmetology Kits & Supplies RFB# 2425-24 - bid opening 4/30/2025 2 p.m.”** This includes marking the outside of any express mail envelope that may be used.
- d. Facsimile, telephone, or verbal bid or any modifications of bid documents will NOT be accepted or considered.
- e. Additional contract terms or conditions added to the bid will not be binding to Dutchess BOCES.
- f. Bids received after the time stated for the bid opening date in this solicitation 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.
- g. No modifications or additions are to be made to the printed bid documents. In the event the vendor deems that modifications are necessary, such modifications must be set forth in writing to Dutchess BOCES in a separate document and submitted with the bid documents to be considered. However, any modifications or additions submitted may result in the bid being considered non-responsive.

-
- h. 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. Bidders will be held to strict compliance and failure to fulfill any requirements may result in being considered non-responsive.
 - i. Vendors currently on the NYS Labor Department or Worker's Compensation Debarred Lists will not be considered for award. By submitting a bid for consideration, the vendor is indicating to the BOCES that they are currently in good standing with the NYS Dept. of Labor and Workers Compensation Board at the time of the bid.
 - j. 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.
 - k. All specifications are minimum standards and accepted samples do not supersede specifications for quality unless the sample exceeds given standards, in which case deliveries must be the same identity and quality as accepted in the sample.
 - l. Dutchess BOCES reserves the right to accept this bid by item or as a whole or, in its discretion, reject all bids and re-advertise in the manner provided by § 103 of the General Municipal Law, as well as award to multiple bidders. Also reserved is the right to reject, for cause, any bid in whole or in part; to waive technical defects, qualifications, irregularities, and omissions if, in its judgment, the best interests of Dutchess BOCES will be served. Also reserved is the right to reject bids and to purchase items on County or New York State Contract, if such items are available on the same terms, conditions, specifications, and at a lower price.
 - m. Where items or articles of equipment or supplies are designated as manufactured by a specific manufacturer, it is to be understood that the article as specified represents an accepted standard. Where certain brands of materials, apparatus, or equipment are specified, such goods have been selected in order to establish a standard for the particular service required; but it is not the intention to limit competition thereby.
 - n. 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. The contract shall be awarded to the responsible bidder who submits the lowest price while meeting all specifications, terms, and conditions set forth in this solicitation.
 - o. To ensure compliance, vendors must provide all required documentation demonstrating their ability to fulfill the contract's requirements at the proposed price.
 - p. 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. Facsimile, printed, or typewritten signatures are not acceptable.
 - q. 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 formally dispute the award in writing. 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.
 - r. The selected vendor(s) will not provide services until and unless an executed Purchase Order is presented from a duly authorized Dutchess BOCES representative, or the same from a participating school district. Even when awarded the contract, the selected vendor(s) will not consider a contract valid without an endorsed Purchase Order.

-
- s. 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.
 - t. Bid prices will be firm for the first one (1) year term of the contract. If the bid is extended, vendors will have the option to adjust prices (+/-) based upon the NYS CPI change for the year as published by the U.S. Bureau of Labor Statistics.
 - u. Bid price increases for extensions may be presented to Dutchess BOCES if the vendor deems them necessary in order to continue service based upon exorbitant and unanticipated price increases. Submission requests will include documentation showing the previous year costs, anticipated increase, and the actual increase. Dutchess BOCES retains the sole discretionary right to approve any increase request if it deems it in the best interest of Dutchess BOCES, or deny any such request with or without justification. Any approvals will only be for the one instance and item of increase requested and will not be deemed to compel Dutchess BOCES to any further or additional increases.
 - v. Payments of any invoice shall not preclude Dutchess BOCES or its Participating School Districts from making claim for adjustments on any item found not to have been in accordance with general terms and conditions and scope of services.
 - w. The bid price for each item must be net and must include all delivery charges fully prepaid by the successful bidder to the destination indicated in the proposal, installation, preparation, clean up or other charges. Title shall not pass until items have been delivered and accepted.
-

4. PROPOSAL SUBMISSION DETAILS (Instructions to Bidders)

Bid Due Date: 30 April 2025 at 2 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 BOCES Cosmetology Kits & Supplies RFB# 2425-24 - bid opening 4/30/2025 2 p.m.**" Bids should include:

- ☐ Proof of Insurance, and Compliance with NYS Regulations (e.g. SDS sheets)
- ☐ IRS Form W-9
- ☐ Bidders are required to submit one completed hard copy of Pages 3 thru 22 of this RFB. Please note that pages 19 thru 22 must be properly and legibly completed with the appropriate signatures. incl summary sheet
- ☐ **Letter of Credit, if you have not done business with Dutchess BOCES before.**

Submission of Cost Summary Sheet

All bids must be submitted using the forms provided by Dutchess BOCES. Vendors must enter their price per unit for each item they are bidding on. Leaving a line blank will be interpreted as a non-bid for that item.

Estimated Quantities are for illustrative purposes only. Actual quantities ordered may be more or less than estimated. Every effort will be made by Dutchess BOCES to submit orders totaling at least \$125.00, but no minimum orders may be required by the Successful Bidder.

5. QUALIFICATIONS & REQUIREMENTS

The following requirements apply to all prospective vendors and are conditions of participation in this procurement. Vendors must review and comply with each provision as part of their proposal submission. Failure to meet these qualifications may result in disqualification from consideration.

Bonding and Prevailing Wage

Not Applicable

Material Safety Data Sheets (MSDS) Requirement

In accordance with OSHA's Hazard Communication Standard (29 CFR 1910.1200) and Section 876(4) of the NYS Labor Law, vendors must provide Safety Data Sheets (SDS) for any product containing a hazardous or toxic substance.

SDS must include, at a minimum:

- Chemical and generic names, CAS numbers, and physical/chemical characteristics
- Exposure limits (OSHA, ACGIH, NIOSH, etc.) and health effects
- Flammability, reactivity, handling precautions, and emergency procedures
- Procedures for emergency/first aid, safe handling, and clean-up for leaks or spills

SDS must be submitted **with the bid or prior to delivery**. Vendors must also notify Dutchess BOCES immediately of any updates or changes to safety information. Failure to comply may result in rejection of the item or liability for any resulting issues.

Additionally, vendors must identify any substances that may affect the toxicity of the products when mixed. If there are any changes to the product's composition or hazards, vendors are required to notify Dutchess BOCES without delay.

6. CONTRACTOR RESPONSIBILITIES

The contractor is responsible for providing adequate service to the Dutchess County Board of Cooperative Educational Services during the contract period. Unless otherwise specified, all bid items (material, supplies, and/or equipment) must be standard, new, of the latest model, and currently in production, unless otherwise specified.

Substitute or “Or Equal” Items

It is the vendor’s responsibility to demonstrate that any proposed substitute or “or equal” item meets or exceeds the specifications listed in the bid.

When offering an alternate product:

A. Documentation and/or samples must be submitted to allow Dutchess BOCES to make an informed determination of equivalency. All submissions must be clearly labeled with the corresponding line item number and bid title or number.

B. Documentation must include relevant details such as size, weight, chemical composition, country of origin, and any other information necessary to evaluate equivalency.

C. Samples may also be required to assist in determining equivalency. If requested, samples must be provided at no cost, by the specified deadline, and must reflect the product being offered.

D. Failure to provide adequate documentation or samples may result in the alternate item not being considered.

Dutchess BOCES reserves the right to determine whether or not the proposed substitute item meets the bid specifications.

Contract Discrepancies & Re-Award

Any discrepancies in product quality, labeling, packaging, delivery performance, or failure to meet bid specifications may be considered a material breach. Dutchess BOCES reserves the right to remove the affected item(s) from the award and re-award to the next lowest responsive bidder, or otherwise procure the item in the best interest of the BOCES. Dutchess BOCES reserves the right to authorize immediate purchase from other sources to take the place of the item rejected or not delivered on any contract when necessary. The original vendor may be held financially responsible for any cost difference and agrees to reimburse Dutchess BOCES promptly for excess costs occasioned by such purchases. This contract may be terminated by Dutchess BOCES for cause if the agency concludes that the Contractor has failed to perform or provide the products agreed upon.

7. INSURANCE & COMPLIANCE REQUIREMENTS

A valid certificate of insurance, including all required endorsements, must be submitted **with the bid** to Dutchess BOCES.

1. Commercial General Liability Insurance

- a. Minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- b. Coverage must include: bodily injury, property damage, and products/completed operations liability

2. Workers’ Compensation and Employers’ Liability Insurance

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

Compliance with Laws

All goods and services provided under this contract must comply with all applicable federal, state, and local laws and regulations concerning chemical safety, handling, storage, and disposal. This includes, but is not limited to, regulations under OSHA, the EPA, and the NYSDEC. For chemical products, adherence to GHS standards for labeling and SDS is required.

8. 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 attempt to resolve the dispute in good faith.

Any dispute arising from this contract shall be resolved by binding arbitration administered in Dutchess County, New York. The arbitrator shall be mutually agreed upon by the parties, or if no agreement is reached, selected in accordance with the procedures of the American Arbitration Association (AAA). The arbitrator's decision shall be final and binding. Each party shall bear its own costs unless otherwise directed by the arbitrator. Judgment may be entered in any court of competent jurisdiction.

9. AWARD AND RESERVATION OF RIGHTS

Awards will be made, either by line item, category, or in aggregate, to the lowest responsive and responsible bidder(s) who meet all bid requirements and submit all required documentation, including a completed W-9 form. Dutchess BOCES reserves the right to award in the manner deemed most beneficial to Dutchess BOCES and/or its participating school districts. Preference will be given to vendors who offer online ordering.

Dutchess BOCES reserves the right to:

- Reject any bid if the vendor is determined not qualified to perform the contract
- Reject any or all bids and re-advertise if it is in the best interest of Dutchess BOCES or participating districts
- Award to the second-lowest bidder in cases where the lowest bidder offers only a minimal portion of the total items
- Name a substitute vendor for specific items if the awarded vendor is unable to supply during the contract term

Non-Bid Items – Discount Structure

The awarded vendor shall provide pricing for items not listed on the itemized products listing sheet based on a discount from manufacturer's list, catalog pricing, or commodity offerings. Vendors must clearly indicate discount rates on a separate sheet and attach it to their bid submission.

These discounts shall apply to any items that Dutchess BOCES needs to purchase that are not listed on the itemized products listing sheet but are within the general scope of the product categories awarded.

Dutchess BOCES reserves the right to verify catalog or list pricing at any time.

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.

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.

10. DELIVERY

Delivery will be required to be made to Dutchess BOCES unless otherwise noted. Inside delivery is required. Special delivery instructions will be indicated on each individual purchase order. The contractor will be required to furnish proof of delivery in every instance. No help for unloading will be provided. Suppliers should notify their delivery personnel accordingly. **Deliveries shall be made between the hours of 8:30 a.m. to 3:00 p.m.**, Monday through Friday (excluding days of scheduled or emergency school closings) unless otherwise noted. Notice of delivery shall be made twenty-four (24) hours in advance.

Each purchase order shall constitute an order. Items contained therein should be shipped by the vendor within five (5) days of the receipt of each purchase order. Items not delivered on a timely basis shall be dealt with in accordance with the provisions of this RFB.

All materials and supplies must be securely and properly packed for shipment in uniform containers, adequately marked as to contents and delivered without damage or breakage in such units.

The successful bidder shall be responsible for delivery of items in good condition at the point of destination. They shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. The receiving school district will note for the benefit of successful bidder when packages are not received in good condition.

All deliveries shall be accompanied by delivery tickets or packing slips. Ticket shall contain the following information for each item delivered: Purchase Order Number, Names of Articles, Item Number, Quantity, and Name of Successful Bidder.

11. PAYMENTS

No payments can be made without a properly executed purchase order, and the contractor acknowledges that products or services are not to be provided until and unless they received a properly issued purchase order.

Dutchess BOCES or its participating school districts shall issue purchase orders and payment shall be the responsibility of the entity that issued the purchase order. Dutchess BOCES waives its right to receive payment, and authorizes each district to make payment and place orders directly to the successful bidder. Vendor understands that Dutchess BOCES is bound to the terms in this RFB and any subsequent executed contract only, and **no other stipulations or terms included within the quotation will apply** without the express written approval of Dutchess BOCES.

Billing and Payment

Payments will be based upon a Net 30 cycle. Vendors are encouraged to provide any options for discounts for expedited payments. (e.g. 2% 15 Net 30)

NON-APPROPRIATION CLAUSE

In accordance with New York State General Municipal Laws, the BOCES will not be liable for any purchases or contracts for goods or services for which funding is not available. As a result, the vendor agrees to hold the BOCES harmless for any contracts let, either for which funding does not currently exist or for which funding has been removed prior to the issuance of a purchase order by the BOCES. Issuance of a purchase order by the BOCES indicates that the BOCES currently has and has set aside adequate funds to procure the goods and services indicated in the purchase order or contract. Receipt of notification of award is a binding contract with the BOCES. Should it become necessary for the BOCES to cancel a project or purchase after an order to proceed or purchase order has been issued, the BOCES will only be liable for and the vendor agrees to assess those financial damages that it can prove to have incurred as a result of the cancellation.

12. CONTACT INFORMATION

For inquiries regarding this RFB contact:

Dutchess BOCES
ATTN: Taylor Fiorito, Purchasing Assistant
5 BOCES Rd, Poughkeepsie, NY 12601
Email: taylor.fiorito@dcbores.org
Phone: 845.486.4800 ext. 2262

Dutchess BOCES thanks you for your interest in providing Cosmetology Kits & Supplies to our schools.

BID OPENING DATE: 4/30/2025 2 p.m.
PURCHASING AGENCY: Dutchess BOCES
PLACE: Dutchess BOCES
Administration Bldg.
5 BOCES Road
Poughkeepsie, NY 12601

Cosmetology Kits & Supplies

Contract Period: A period of one (1) year beginning on 15 May 2025 and running through 14 May 2026. The bid award may be extended beyond the bid period by mutual consent of the successful bidder and Dutchess BOCES. The length of the extension will be determined by mutual consent of the participating parties for up to four (4) one (1) year periods.

The undersigned agrees to supply the service and products proposed and as agreed upon in final contract and pursuant to the terms of this Request for bid.

<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>		
<i>SIGNATURE:</i>		

DO NOT SEPARATE THESE SHEETS.

VENDORS ARE REQUIRED TO RETURN ONE FULL COMPLETED SET WHEN SUBMITTING THEIR BID. BE SURE TO CAREFULLY READ ALL SECTIONS OF THIS DOCUMENT INCLUDING THE INSTRUCTIONS TO BIDDERS.

Non-Collusive Bidding 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 COMPLIANCE RIDER

The Iran Divestment Act of 2012, effective as of April 12, 2012, is codified at State Finance Law (“SFL”) §165-a and General Municipal Law (“GML”) §103-g. The Iran Divestment Act, with certain exceptions, prohibits municipalities, including the District, from entering into contracts with persons engaged in investment activities in the energy sector of Iran. Pursuant to the terms set forth in SFL §165-a and GML §103-g, a person engages in investment activities in the energy sector of Iran if:

- (a) The person provides goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
- (b) The person is a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created pursuant to paragraph (b) of subdivision three of Section 165-a of the SFL and maintained by the Commissioner of the Office of General Services.

A bid or bid shall not be considered for award nor shall any award be made where the bidder or proposer fails to submit a signed and verified bidder’s certification.

Each bidder or proposer must certify that it is not on the list of entities engaged in investment activities in Iran created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the SFL. In any case where the bidder or proposer cannot certify that it is not on such list, the bidder or proposer shall so state and shall furnish with the bid or bid a signed statement which sets forth in detail the reasons why such statement cannot be made. The District may award a bid to a bidder who cannot make the certificate on a case by case basis if:

- (1) The investment activities in Iran were made before the effective date of this section (i.e., April 12, 2012), the investment activities in Iran have not been expanded or renewed after the effective date of this section and the person has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
- (2) The District makes a determination that the goods or services are necessary for the District to perform its functions and that, absent an exemption, the District would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

CERTIFICATION**IRAN DIVESTMENT ACT OF 2012**

Pursuant to New York State Finance Law §165-a (also known as the Iran Divestment Act of 2012), every person or entity submitting a bid or proposal for public contracts must certify that they are not identified on the list maintained by the New York State Office of General Services of persons determined to be engaged in investment activities in Iran.

Certification Statement:

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 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.

During the term of the Contract, should Dutchess BOCES and/or Component District receive information that a person is in violation of the above-referenced certification, Dutchess BOCES and/or Component District will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then Dutchess BOCES and/or Component District shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

Dutchess BOCES reserves the right to reject any bid, bid or request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

Signature: _____

Print Name: _____

Title: _____

Company Name: _____

Date: _____

For reference, the list of entities determined to be engaged in investment activities in Iran, as defined by the law, is available from the New York State Office of General Services at:

<https://ogs.ny.gov/iran-divestment-list>

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.

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: _____

BID SUBMISSION SHEET
COSMETOLOGY KITS & SUPPLIES BID #2425-24
Contract Period: May 15, 2025 through May 14, 2026

BIDDER NAME: _____

Restocking Fee per Kit - for kits returned within 1-60 days of delivery: \$ _____

Restocking Fee per Kit - for kits returned within 61-90 days of delivery: \$ _____

This bid requests proposals for a comprehensive supply of cosmetology materials to support our students. We are committed to providing our students with the highest quality tools and products, fostering an environment of professional development and skill mastery.


In addition to the items specified in this bid, we encourage vendors to provide discount pricing on additional items available through their catalog, commodity offerings, or manufacturer partnerships. Please include any relevant discount structures or pricing lists with your submission, demonstrating potential cost savings for future purchases.

We value vendors who can provide not only competitive pricing on our core needs but also long-term value and flexibility as our educational needs expand, providing access to a wider range of supplies.

ITEMIZED PRODUCTS LISTING

JUNIOR KITS (Est. Qty. 55)			
ITEM #	DESCRIPTION	QTY PER KIT	PRICE PER ITEM
1	Celebrity Debra Manikin 17"- 19" #D804 <i>Substitution:</i>	1	
2	Celebrity Whitney Manikin 17"-19" #E804 <i>Substitution:</i>	1	
3	Celebrity sam II Blonde Manikin 19"-22" #S153-BL <i>Substitution:</i>	1	
4	Salon Chic Custom Fit Stylist Jacket #4047 <i>Substitution:</i>	1	
5	Togatta Shear & Razor Kit # TK2-Set <i>Substitution:</i>	1	
6	Scalpmaster Onyx 2-1/2 Round Brush # SC9232 <i>Substitution:</i>	1	
7	Scalpmaster Onyx Tunnel Vent Brush #SC9233 <i>Substitution:</i>	1	
8	Scalpmaster Onyx Cushion Paddle Brush #SC9233 <i>Substitution:</i>	1	
9	Soft N Style 3" Wide Clips - pack # 186B <i>Substitution:</i>	1	
10	Salon Chic 8-1/2" Cutting Comb # SC9274 <i>Substitution:</i>	2	
11	Salon Chic 8" Rat tail Comb #SC-HR48 <i>Substitution:</i>	2	
12	Salon Chic 8-1/2" Pin Tail Comb #SC-HR43 <i>Substitution:</i>	1	
13	Salon Chic Headlock Manikin Holder #H-222 <i>Substitution:</i>	1	
14	Scalpmaster Roundbrush 1-3/4" SC2003 <i>Substitution:</i>	1	
15	Celebrity Camila Manikin #707 <i>Substitution:</i>	1	
Total Per Kit: \$ _____		Total Per 50 Kits: \$ _____	
As needed, Item #5 Togatta Shear & Razor Kit, may need to be ordered for left handed students			
Total Per LEFT Kit: \$ _____		Total Per 5 LEFT Kits: \$ _____	

SENIOR KITS (Est. Qty. 40)			
ITEM #	DESCRIPTION	QTY PER KIT	PRICE PER ITEM
1	Celebrity Tammie Color Training Manikin #333 <i>Substitution:</i>	1	
2	Celebrity Debra Manikin 17"-19" #D804 <i>Substitution:</i>	2	
3	Soft n Style Wide Clips - Pack of 12 #1868 <i>Substitution:</i>	1	
4	Salon Chic Cutting Comb # SC9274 <i>Substitution:</i>	2	
5	Salon Chic Rat Tail Comb #SC-HR41 <i>Substitution:</i>	2	
6	Sam11 #5153BL <i>Substitution:</i>	1	
7	Beige Rollers #800XLGBG -Pack of 12 <i>Substitution:</i>	1	
8	Salon Chic 8 -1/2 Pin Tail Comb #SC9280 <i>Substitution:</i>	1	
9	Vinyl Comb-Out Cape #3024 <i>Substitution:</i>	1	
10	Nylon Comb Out cape #3020 <i>Substitution:</i>	1	
11	8 oz Applicator Bottle with Cap #B22 <i>Substitution:</i>	1	
12	4 oz Applicator Bottle with Cap #B23 <i>Substitution:</i>	1	
13	8.5 oz Plastic Jar #FSC368 <i>Substitution:</i>	4	
14	3.4 oz Plastic Jar #FSC366 <i>Substitution:</i>	1	
15	Long Lilac Perm Roads - Pack of 12 #356-LLO <i>Substitution:</i>	1	
16	Dryer: Hot Tools Turbo Ceramic Ionic Salon Dryer #1875W HTL-HT7007 CRM <i>Substitution:</i>	1	
17	Iron: Hot Tools Marcel Iron - 1" HTL1108 <i>Substitution:</i>	1	
Total Per Kit: \$ _____		Total Per 40 Kits: \$ _____	

		Dutchess BOCES Cosmetology Kits & Supplies Bid # 2425-24 Vendor Bid Summary Sheet	
Kit Type	Estimated Quantity	Bid Price/ Kit	Total Bid Price
Junior Cosmetology Kit	55		
Senior Cosmetology Kit	40		
		Grand total	
Restocking Fee per Kit - for kits returned within 1-60 days of delivery: \$ _____			
Restocking Fee per Kit - for kits returned within 61-90 days of delivery: \$ _____			
Bidder Name: _____			