



NOTICE TO BIDDERS

RFP 2526-07

LABORATORY SERVICES AND WATER TESTING

The Dutchess County Board of Cooperative Educational Services (Dutchess BOCES) in accordance with Section 103 of Article 5-A of the General Municipal Law, hereby invites the submission of sealed proposals to provide the services of LABORATORY AND WATER TESTING SERVICES as required by Dutchess BOCES and the participating districts, as set forth in this solicitation.

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

This Request for Proposals is being offered by Dutchess County Board of Cooperative Educational Services (Dutchess BOCES) through Michael Maher, Purchasing Agent. 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 at **12:00 p.m. on July 8, 2025**. Bid questions are due no later than July 2, 2025.

Based on the volume or nature of questions received, Dutchess BOCES may schedule an optional pre-bid meeting—either in person or via video conference—to address vendor inquiries and provide clarifications.

Point of Contact for this RFP is:

Dutchess BOCES

ATTN: Michael Maher, Purchasing Agent

5 BOCES Rd, Poughkeepsie, NY 12601

Email: michael.maher@dcboces.org

Phone: 845.486.4800 ext. 2262

Point of Contact for technical questions about this RFP is:

Dutchess BOCES

ATTN: Brian Colandrea, Safety & Risk Coordinator

5 BOCES Rd, Poughkeepsie, NY 12601

Email: brian.colandrea@dcboces.org

Phone: 845.486.4800 ext. 2297

RECEIPT CONFIRMATION FORM

PLEASE COMPLETE AND RETURN THIS FORM ASAP

RFP NUMBER: #2526-07 TITLE: **Laboratory and Water Testing Services**

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

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

_____ **We intend to submit a bid no later than 12:00 p.m. on July 8, 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 proposal 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"/> Insufficient time allowed for preparation of bid. | <input type="checkbox"/> Quantities too small |
| <input type="checkbox"/> We do not offer these goods/services. | <input type="checkbox"/> Other : _____ |
| <input type="checkbox"/> Insurance requirements are too restrictive. | _____ |
| <input type="checkbox"/> Bond requirements are too restricting. | _____ |
| <input type="checkbox"/> Workload does not allow us to bid at this time. | _____ |
| <input type="checkbox"/> Specifications unclear or too restrictive. | _____ |

1. INSTRUCTIONS TO BIDDERS

Proposers are responsible for carefully reviewing the entire contents of this RFP packet, including all requirements, specifications, and terms. Please ensure all required documentation is included, completed in full, and submitted according to the instructions provided.

The checklist below outlines the mandatory submission items. Each box must be checked off by the bidder to confirm compliance. Incomplete submissions or failure to follow these instructions may result in disqualification.

Proposal Due Date: July 8, 2025 at 12 p.m.

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

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

"RFP for Laboratory and Water Testing Services #2526-07"

Proposals must include:

- ☐ IRS Form W-9
- ☐ Proposers are required to submit one completed hard copy of Pages 3 through 16 of this RFP, this hard copy must be returned with your bid. Please note that pages 12 through 16 must be properly and legibly completed with the appropriate signatures.
- ☐ Certificate of Insurance (COI)
- ☐ Company Information
- ☐ Services Offering List with Pricing

Pricing Sheet Guidance:

Vendors must submit a clearly structured pricing sheet that lists each available test, the applicable method or regulatory standard (e.g., ELAP, EPA), standard turnaround time (TAT), and price per sample. Expedited service options must also be included, along with corresponding pricing and estimated TAT. If applicable, vendors should list any volume-based discounts or minimum order fees. Pricing should be fixed for the initial term of the contract and should correspond to the services described under "Scope of Services".

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

Dutchess BOCES is seeking qualified laboratories to provide analytical testing services for water quality, asbestos, and other environmental or material samples. Services will include, but are not limited to:

- Routine and non-routine potable and non-potable water testing for Dutchess BOCES facilities and on behalf of component school districts
- Asbestos testing in bulk material, air, and dust wipe samples
- Availability of additional environmental or laboratory testing services offered by the vendor, which may be requested as needed under this contract
- Microbial analysis (mold testing)

All testing must be conducted by the vendor's in-house laboratory. Submissions from brokers or third-party service providers who do not operate their own testing laboratories will not be considered.

Dutchess BOCES services its internal facilities as well as its component districts with this testing. As such, Dutchess BOCES may require additional testing that we have not yet identified in this RFP. Vendors should provide pricing on all available testing to ensure that if the need arises, their services can be used for the testing that they offer.

Anticipated Usage

The anticipated usage for this contract is provided as an estimate only and Dutchess BOCES, and its component districts, are not obligated to meet any minimum usage requirements.

The following tests are expected or known to be routinely used:

Test	Estimated # Annually
Lead Analysis	20
Asbestos testing of NOB materials by TEM per ELAP 198.4	50
Polarized Light Microscopy (PLM) analysis of friable materials in accordance with ELAP Method 198.1	50
Polarized Light Microscopy (PLM) analysis of non-friable organically bound materials in accordance with ELAP Method 198.6	50
Polarized Light Microscopy (PLM) screening for vermiculite-containing materials in accordance with ELAP Method 198.8	50
Direct, Non-viable Spore Trap	50
Direct, Qualitative- Swab/Tape	50
Other available testing not yet identified	UNK

Contract Period

The initial term of this contract shall begin on July 1, 2025, or upon Board of Education approval, whichever is later, and shall continue through June 30, 2026. The end date of the initial term is fixed and shall not be extended due to a delayed start. Dutchess BOCES reserves the right to extend the agreement for up to four (4) additional one-year periods, upon mutual written 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.

4. GENERAL INFORMATION

- a. By submitting a bid in response to this Request for Proposal (RFP), 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.

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- b. 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.
 - c. The envelope shall be clearly marked on the front with the name of person, firm, or corporation submitting the bid, and **“RFP for Laboratory and Water Testing RFP# 2526-07 - bid opening 7/8/2025 12 p.m.”**
 - d. Facsimile, telephone, or verbal bid or any modifications of bid documents will NOT be accepted or considered.
 - e. Any contract terms or conditions added to the bid will not be binding to Dutchess BOCES.
 - f. 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.
 - g. Proposals 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.
 - 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 fully meet the specifications as stated.
 - 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. 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 the District(s).
 - l. Dutchess BOCES may also reject bids and purchase services under an existing County or New York State contract if such services are available on equivalent terms and at a lower price.
 - m. 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.
 - n. To ensure compliance, vendors must provide all required documentation demonstrating their ability to fulfill the contract’s requirements at the proposed price.
 - o. Prices, and all required information, except signature of Proposalder, should be typewritten or printed for legibility. Illegible or vague bids may be rejected. All signatures must be written.
 - p. 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.

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- q. Even when awarded the contract, the selected vendor(s) will not perform under this contract without an Issued Purchase Order.
 - r. 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.
 - s. Proposal prices shall remain firm for the duration of the initial term of the contract.
 - t. For any contract extensions, the vendor may submit a written request to adjust pricing based on the percentage change (increase or decrease) in the New York State Consumer Price Index (CPI-U), as published by the U.S. Bureau of Labor Statistics, for the preceding 12-month period. All requests for price adjustments must be submitted at least sixty (60) days prior to the renewal date and must include supporting documentation. Any such request is subject to review and approval by Dutchess BOCES. No increase will be applied automatically, and no adjustment shall take effect without prior written approval of Dutchess BOCES. Dutchess BOCES reserves the right to deny any requested increase, negotiate alternate terms, or require continued pricing based on market conditions or budgetary constraints.
 - u. 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.
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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.

Submission Requirements:

- Respondents must provide:
- Certification of laboratory accreditation (e.g., NYS ELAP, NELAC)
- Description of laboratory capabilities and turnaround times
- Pricing schedule for commonly requested tests (e.g., lead, bacteria, asbestos, pH, VOCs)
- Contact information and procedure for submitting samples

List of all testing services and options offered under this agreement, with pricing.

Pricing should include rates for expedited services as well as standard timelines.

6. CONTRACTOR RESPONSIBILITIES

The selected contractor(s) shall be responsible for providing all labor, equipment, materials, and expertise necessary to perform the requested laboratory and testing services in accordance with the specifications of this RFP. Responsibilities shall include, but are not limited to:

Sample Analysis

- Perform all testing using methods approved by the New York State Environmental Laboratory Approval Program (ELAP), where applicable.
- Ensure all laboratory analyses are conducted in-house; subcontracting or forwarding samples to third-party labs is not permitted under this contract.

Chain of Custody and Documentation

- Maintain and provide clear documentation for all sample submissions, including chain of custody forms, lab reports, and certifications of results.
- Ensure proper sample handling, labeling, and reporting protocols are followed to preserve data integrity.

Compliance with Laws and Regulations

- Comply with all applicable local, state, and federal laws, regulations, and guidelines governing environmental testing, asbestos handling, and laboratory safety.
- Provide testing methods and results consistent with the requirements of NYS DOH, NYS DEC, and EPA standards as applicable.

Turnaround Time

- Provide timely analysis and reporting based on the urgency and type of sample. Turnaround expectations shall be mutually agreed upon at the time of service request.

Communication and Responsiveness

- Maintain a responsive point of contact for Dutchess BOCES staff to coordinate sample pickups, address questions, or respond to issues.
- Notify Dutchess BOCES immediately if any testing delays or irregularities arise.

Confidentiality and Data Security

- Treat all results, communications, and documents as confidential unless otherwise authorized.
- Ensure secure storage and transmission of testing data and reports.

Cooperative Use by Component Districts

- Extend contract pricing and services to Dutchess BOCES component school districts upon request, under the same terms and conditions, as applicable.

Failure to meet any of the above responsibilities may result in termination of the contract for cause.

7. CONTRACT RETENTION & TERMINATION CONDITIONS

The following conditions govern the continued retention of any contract awarded under this RFP. 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, 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 solely by Dutchess BOCES.

Termination for Cause

Dutchess BOCES may terminate this contract in whole or in part, at any time, with written notice to the contractor, for failure to meet contractual obligations, including but not limited to:

- Failure to perform services in accordance with the specified scope or standards
- Failure to deliver results within agreed turnaround times
- Loss of required certifications or accreditation
- Subcontracting or outsourcing of services in violation of contract terms
- Repeated delays, errors, or unacceptable work
- Violation of applicable laws, regulations, or safety protocols
- In such cases, Dutchess BOCES shall provide the contractor with written notice of deficiencies. If the contractor does not cure the deficiencies within a reasonable timeframe, the contract may be terminated for cause without further obligation.

Termination for Convenience

Dutchess BOCES may terminate this contract at any time, for any reason, with at least thirty (30) days' written notice to the contractor. In such case, the contractor shall be compensated for services satisfactorily performed up to the effective date of termination.

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: bodily injury, property damage, and products/completed operations liability

B. Workers' Compensation and Employers' Liability Insurance

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

C. Professional Liability

- a. Minimum limits of \$1,000,000 per claim.

D. Certificate of Insurance

- a. A valid certificate of insurance must be submitted with the bid.

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- b. Any participating district utilizing this cooperative contract reserves the right to request and receive its own certificate of insurance naming it as an additional insured.

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.

The selected vendor shall name Dutchess BOCES as an additional insured on the general liability policy for the duration of the contract, including any extensions. Proof of this designation must be provided on the certificate of insurance.

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.

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.

10. AWARD AND RESERVATION OF RIGHTS

The award of this contract shall be made to the responsive and responsible offerer which optimizes quality, cost and efficiency, reflecting objective and quantifiable value to Dutchess BOCES and its component districts. 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

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 Proposal Specifications, the provisions of the Proposal 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. Proposals may not be withdrawn during this period.

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 received a properly issued purchase order.**

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 on a monthly basis no less than forty-five (45) days after receipt of itemized bills from the vendor. For the month of June of any given year, all invoices must be in the District(s) Business Office no later than two (2) business days after the last day of student transportation.

NON-APPROPRIATION CLAUSE

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

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

BIDDER RESPONSIBILITY QUESTIONNAIRE

<i>COMPANY NAME:</i>		
<i>ADDRESS:</i>		
<i>CITY:</i>	<i>STATE:</i>	<i>ZIP:</i>
<i>POC:</i>		<i>TITLE:</i>
<i>PHONE:</i>		<i>FAX:</i>
<i>EMAIL:</i>		Years in business under current name:
BUSINESS REFERENCE 1:		BUSINESS REFERENCE 2:
<p style="text-align: center; font-size: small;"><i>Please attach additional references or more details when applicable.</i></p> <p>Legal & Compliance</p> <ul style="list-style-type: none"> <input type="checkbox"/> I have read the terms and conditions of this RFP and agree to them <input type="checkbox"/> Vendor is in good standing with NYS Dept. of State <input type="checkbox"/> No bankruptcy, liens, or judgments in past 5 years <input type="checkbox"/> Not debarred or suspended by any agency <input type="checkbox"/> Even when awarded, a PO is required to perform <input type="checkbox"/> This bid is valid for no less than 90 days from the scheduled Proposal Opening <input type="checkbox"/> Pricing for the initial term is fixed per this proposal and RFP terms <input type="checkbox"/> No terms or stipulations added to this bid are binding unless agreed in writing by Dutchess BOCES 		
<i>Comments:</i>		
<p>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 Proposal.</p> <p style="margin-top: 20px;"><i>SIGNATURE :</i></p>		

Non-Collusive Proposal 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 Proposal 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 proposal 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.

Proposalder 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.

Proposald: _____

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: _____