



NOTICE TO BIDDERS

RFB 2526-15

Fencing Services

The **Dutchess County Board of Cooperative Educational Services (Dutchess BOCES)**, in accordance with Section 103 of Article 5-A of the General Municipal Law, hereby invites the submission of sealed bids to provide fencing services including repairs, replacements, and new installations as required by Dutchess BOCES, as set forth in this solicitation.

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

This Request for Bids is being offered by Dutchess County Board of Cooperative Educational Services (Dutchess BOCES) through 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 September 16, 2025**.

Point of Contact for this RFB is:

Dutchess BOCES

ATTN: Michael Maher, Purchasing Agent

5 BOCES Rd, Poughkeepsie, NY 12601

Email: michael.maher@dcboces.org

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

Phone: 845.486.4800 ext. 2224

Attachments:

Attachment 1. Pricing Sheet

Attachment 2. Solicitation Certification Packet

RECEIPT CONFIRMATION FORM

PLEASE COMPLETE AND RETURN THIS FORM ASAP

RFB NUMBER: #2526-15 TITLE: **Fencing Services**

Vendors: Please complete and return this form as soon as possible. Doing so will ensure you receive all future updates on this request. Email to: 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 September 16, 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"/> 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

Bidders must review this RFB in full and submit all required forms and documentation. Incomplete submissions may be disqualified.

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: September 16, 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# 2526-15 - Fencing Services"

Bids must include:

- ☐ IRS Form W-9
 - ☐ DOL Registration Certificate (Labor Law §220(3-a))
 - ☐ Completed Certifications Packet (attached)
 - ☐ Certificate(s) of Insurance
 - ☐ Itemized pricing with labor separated
-

2. INTRODUCTION & BACKGROUND

Dutchess BOCES is a cooperative association of school districts that provides shared educational and operational services, including special education, career and technical education, alternative programs, technology services, and business office support. Purchasing manages procurement for all programs, leveraging collective buying power to achieve best value.

3. SCOPE OF SERVICES

The purpose of this Request for Bids (RFB) is to secure qualified service providers to perform maintenance and repairs to the various fences at the Dutchess BOCES campus, as needed by Dutchess BOCES. The services to be provided under this RFB constitute Public Works per New York State Labor Law §220, and the vendor must adhere to all rules and requirements, including prevailing wage requirements. The Department of Labor (DOL) has issued Prevailing Rate Case (PRC)# 2025010131 to this project.

Services will be rendered on a pay-per-use basis, as needed, and will include all labor, parts, materials, and documentation necessary to ensure full compliance with applicable state and federal regulations.

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

All projects under this contract will be specified in accordance with ASTM fencing standards and applicable local codes. Vendors must base their quotes on meeting those standards unless otherwise directed.

Contract Period

The initial term of this contract shall begin on or about October 15, 2025, or upon Board of Education approval, whichever is later, and shall continue for three (3) years. The end date of the initial term is fixed and shall not be extended due to a delayed start. Two (2) one-year extension options may be made upon mutual consent. In no case shall the total contract term, including extensions, exceed five (5) years from the contract start date. Dutchess BOCES reserves the right to adjust the final extension period so that the contract may run for the maximum allowable five (5) years under law.

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.

Repairs - General

The selected contractor shall perform fencing repairs as scheduled through the Dutchess BOCES Facilities and Operations team. Work may include, but is not limited to: repairing damage, tightening fences or gates, replacing damaged sections or hardware, and modifying fencing to add gates or similar features. No work shall begin without a valid purchase order and prior written approval from Dutchess BOCES. Repairs will be billed at the approved hourly labor rates plus materials at cost with markup. No additional charges such as trip fees, fuel surcharges, or taxes will be permitted. No additional charges such as trip fees, fuel surcharges, or taxes will be permitted. Contractors are expected to acknowledge service requests promptly and begin work within forty-eight (48) hours of notification, unless otherwise agreed.

Replacements and New Installations

The awarded contractor will be responsible for providing replacement and new fencing installations, as authorized, as a part of this contract. These services will be performed only after an approved quote is provided and approved and after the receipt of an approved purchase order for that specific project. No work under replacements and new installations will be done prior to the receipt of an issued purchase order. Existing Blanket Purchase Orders will not be used for replacements or installations.

Labor

Vendors shall provide hourly labor rates on the attached Pricing Worksheet for both standard hours and after-hours work, as applicable. These rates must be fully inclusive of all costs, including prevailing wage requirements in effect at the time of bid, fringe benefits, overhead, tools, equipment, and travel. Rates shall remain fixed for the initial three (3) year term of this contract and shall be considered not-to-exceed rates. For any authorized extension period, Dutchess BOCES may, at its discretion, approve a labor rate adjustment effective on the first day of the extension. The adjustment shall be based on data available as of July 1 immediately

preceding the extension and shall not exceed the lower of (a) the percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U), Northeast Region, or (b) the percentage increase in the applicable prevailing wage schedules as published by the New York State Department of Labor. Any adjustment must be mutually agreed upon in writing no later than sixty (60) days prior to the start of the extension.

Parts & Materials

Vendors shall provide a standard markup percentage for parts and materials used in repairs, replacements, or new installations. All materials shall be new, of commercial quality, and suitable for their intended purpose. Reconditioned or salvaged materials will not be accepted unless expressly authorized. Materials shall be billed at the contractor's actual cost plus the approved markup, which shall remain fixed for the entire contract term, including any authorized extensions, and shall be considered a not-to-exceed rate. Dutchess BOCES may request documentation of actual material costs, and the contractor must provide supporting supplier invoices or receipts within five (5) business days of request.

Award of Work

Dutchess BOCES may make a single award or multiple awards under this contract, as determined to be in the best interest of the District. Awarded contractors shall honor their submitted labor rates and materials markup percentages, which are not-to-exceed rates for the contract term. Work assignments will be made at the discretion of Dutchess BOCES, considering factors such as vendor availability, responsiveness, past performance, and project needs. No minimum amount of work is guaranteed.

4. GENERAL INFORMATION**Contract Formation**

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

5. QUALIFICATIONS & REQUIREMENTS

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

Licensing and Certifications

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

References and Experience

Vendors should have a minimum of three (3) years' experience providing similar services.

Dutchess BOCES 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:

Prevailing Wage

All work is subject to NYS Labor Law Article 8 prevailing wage. Contractors must be registered with NYSDOL under Labor Law §220(3-a) at the time of bid and throughout the contract. Proof of registration must be included with the bid. Removal from the NYSDOL list will result in removal from this contract.

Safety and School Environment

The contractor shall perform all work in a safe and professional manner consistent with OSHA standards and applicable codes. Work areas must be secured at all times to protect students, staff, and visitors. Open holes, sharp edges, incomplete fencing sections, or stored materials must be safely barricaded or otherwise secured until work is completed. Contractor personnel shall comply with all Dutchess BOCES site rules, including any security or visitor identification requirements.

Contractor Performance & Deductions for Non-Compliance

Failure to respond to work requests in a timely manner or to perform in accordance with contract requirements may result in removal from the contract and/or termination.

Timely Service Delivery

The contractor is expected to acknowledge service requests promptly and to begin work within forty-eight (48) hours of notification, unless otherwise agreed. Dutchess BOCES may request faster response times in special circumstances, which the contractor shall make reasonable efforts to accommodate.

7. CONTRACT RETENTION & TERMINATION CONDITIONS

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

Contract Retention

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

Termination for Cause

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

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

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

Termination for Convenience

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

Effect of Termination

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

8. INSURANCE & COMPLIANCE REQUIREMENTS

Contractor shall maintain, at its expense, insurance throughout the contract: General Liability \$1M/\$2M, Auto \$1M, Workers' Comp and Disability (as required), and Umbrella \$1M. Certificates must list Dutchess BOCES as Certificate Holder and Additional Insured (primary and noncontributory), with 30 days' notice of cancellation. Subcontractors must carry equivalent coverage. Coverage must remain continuous through all terms/extensions.

If subcontractors are authorized, they must carry the same coverage and limits. The contractor is responsible for verifying and maintaining their compliance.

All required insurance policies must remain in full force and effect for the duration of the contract. The vendor shall maintain continuous coverage, without lapse or interruption, from the start date of the agreement through its conclusion, including any authorized extension periods.

9. DISPUTE RESOLUTION

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

10. AWARD AND RESERVATION OF RIGHTS

The award of this contract shall be made to the lowest responsive and responsible bidder(s), optimizing quality, cost, and efficiency, in accordance with GML §103(1). While price is a significant factor, Dutchess BOCES reserves the right to consider additional criteria in determining responsibility, including but not limited to:

- Reputation and demonstrated performance of ability to meet contract requirements
- Financial stability and legal standing
- Compliance history
- References

Dutchess BOCES reserves the right to request additional documentation or clarification from bidders as necessary to evaluate logistical capacity and service feasibility. Failure to demonstrate the ability to meet SLA may result in a determination of non-responsibility.

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

Conflicting Terms

In the event of conflict, Bid Specifications prevail over General Terms.

Timing

Awards may be made within 90 days; bids may not be withdrawn during this time.

11. PAYMENTS

Payments require a valid purchase order and itemized invoice. Net 45 terms apply. Certified payrolls must be submitted before payment. Dutchess BOCES is not liable for other agency orders made under a piggybacking of this contract.

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.

Attachment 1 - Pricing Worksheet
RFB #2526-15 – Fencing Services

Vendor Name: _____

1. Labor Rates (per hour)

Provide hourly rates for each labor category.

Rates must include all overhead, travel, tools, equipment, and incidental costs. No additional charges (fuel, trip fees, etc.) are permitted.

Labor Category	Regular Hours (M–F, 7am–5pm)	After Hours / Weekends / Holidays
Journeyman / Skilled Fence Installer		
Laborer / Helper		
Equipment Operator		
Other		
Other		

2. Materials Markup

Provide the percentage markup above your actual cost for materials used in repairs, replacements, or new installations.

Vendors must base materials charges on actual cost plus the markup listed above. Dutchess BOCES reserves the right to request supplier invoices or other documentation to verify actual cost at any time during the contract. Vendors must provide such documentation within five (5) business days of request.

Materials Markup (percentage) | _____ %

3. Optional Materials Pricing Format

Vendors must provide materials pricing on a cost-plus basis (actual cost + markup) or may, at their option, provide alternative pricing such as a discount from MSRP, manufacturer list price, or by item type. Any alternative pricing method must be clearly identified and included as a written schedule with this submission. Vendors may attach additional information or clarifications as appropriate.

Signature: _____ **Name** _____ **Date:** _____



CERTIFICATIONS REQUIRED FOR BID SUBMISSION

Instructions

The following certifications are required by New York State law and/or Dutchess BOCES policy. This packet must be completed in full, signed where indicated, and returned with your bid or proposal. Failure to return a properly completed packet will result in your submission being deemed non-responsive.

Included Certifications

- General Terms and Conditions (2 pages)
- Bidder Responsibility Questionnaire (Please include any additional information as appropriate as well as this form) (1 page)
- Non-Collusive Bidding Certification (GML §103-d) (1 page)
- Iran Divestment Act Compliance Certification (1 page)
- Sexual Harassment Policy Compliance Certification (1 page)
- Conflict of Interest Disclosure Statement (1 page)

All certifications in this packet must be completed and returned for every formal solicitation

The following general conditions apply to all proposal submissions and will govern the interpretation and administration of this solicitation. If general terms listed here are inconsistent with terms of the formal solicitation scope, the terms of the formal solicitation scope supersede these general terms.

- a. Once Dutchess BOCES has opened proposals, there can be no changes to price or terms outside of legally permitted items. In addition, there are no provisions to cancel after an award is made, except by Dutchess BOCES, which maintains a unilateral right to cancel for any reason or no reason at all.
- b. Facsimile, telephone, or verbal proposal or any modifications of proposal documents will NOT be accepted or considered.
- c. Vendors may not alter the proposal documents. Any requested modifications must be submitted in a separate document with the proposal. Dutchess BOCES reserves the right to deem such proposals non-responsive.
- d. proposals received after the time stated for the proposal opening date in the Notice to Vendors will NOT be considered. The vendor retains all responsibility for proper timely submission..
- e. Dutchess BOCES will interpret the submission of a proposal to mean that the vendor is fully informed as to the extent and character of the services, supplies, materials, and equipment required and that the vendor can furnish the same in complete compliance with the specifications.
- f. Vendors on the NYS Labor Department or Workers' Compensation Debarment Lists are ineligible for award. By submitting a proposal, the vendor affirms that they are in good standing with both agencies as of the proposal date.
- g. 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.
- h. Dutchess BOCES reserves the right to award this contract to one or more responsive and responsible proposers, if determined to be in the best interest of Dutchess BOCES, Dutchess BOCES may also reject proposals and purchase services under an existing County or New York State contract if such services are available on equivalent terms, at a lower price.
- i. Selection of the awarded proposal will be based on the lowest responsible proposal 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 proposal price.
- k. Prices, and all required information, except signature of proposalder, should be typewritten or printed for legibility. Illegible or vague proposals 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 proposal. Upon notification of award, the vendor has three (3) business days to make a formal written dispute. If no dispute is submitted within this period, the vendor shall be deemed to have accepted the award and must fulfill all contractual responsibilities. Notice of award will be via email.
- 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. 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.
- p. This contract may be made available to other political subdivisions in accordance with GML §103(16), subject to mutual agreement. This practice, commonly referred to as “piggybacking” is subject to the vendor’s approval of the other entity to purchase under this contract and the terms and conditions remain intact if authority is granted. Dutchess BOCES assumes no responsibility for payment or other obligations of any other entity allowed to purchase under this "piggybacking" clause.
- q. Contractor personnel performing work under this agreement may be required to submit to criminal background checks in accordance with the SAVE Act and Education Law §305(30).
- r. Dutchess BOCES reserves the right to request additional documentation or clarification from proposers as necessary to evaluate logistical capacity and service feasibility. Failure to demonstrate the ability to meet SLA may result in a determination of non-responsibility.
- s. Dutchess BOCES reserves the right to reject any or all proposals, to waive minor irregularities, and to award a contract deemed to be in the best interest of the District, in accordance with New York State General Municipal Law §103.
- t. All materials submitted in response to this RFP shall become the property of Dutchess BOCES and may be subject to disclosure under the New York State Freedom of Information Law (FOIL), Public Officers Law § 84–90. By submitting a proposal, the vendor acknowledges and agrees that Dutchess BOCES is a public entity and is obligated to comply with FOIL.

Proposal submissions, including pricing and supporting documentation, may be disclosed to third parties upon request, unless a valid exception under FOIL applies.

Vendors requesting exemption from disclosure for specific proprietary or trade secret materials must clearly identify such content at the time of submission and provide a written justification pursuant to FOIL §87(2)(d). Dutchess BOCES will determine the applicability of any claimed exemption in accordance with the law.

These General Terms apply to all solicitations unless otherwise modified. In the event of any conflict between these General Terms and the specific terms set forth in the Request for Proposal (RFP) or Request for Bid (RFB), the terms of the specific solicitation shall control.

Company:	
Title:	
Signature:	
Name:	
Date:	

BIDDER RESPONSIBILITY QUESTIONNAIRE

<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 RFB and agree to them <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"/> This bid is valid for no less than 90 days from the scheduled Bid Opening <input type="checkbox"/> Pricing for the term is fixed per this RFB terms <input type="checkbox"/> No terms or stipulations added to this bid are binding unless agreed in writing by Dutchess BOCES <input type="checkbox"/> This contract does not guarantee funding beyond the current fiscal year. All purchases are subject to budget availability and issuance of a valid purchase order. 		
<i>Comments:</i>		
<p>The undersigned agrees to supply the service and products bid, as agreed upon in final contract and pursuant to the terms of this Request For Bid.</p>		
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <i>SIGNATURE</i>	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <i>NAME</i>	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <i>TITLE</i>

Non-Collusive Bid Certification

I. In accordance with Section 103-D of the General Municipal Law, the following must be subscribed to by every vendor:

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

Company:	
Title:	
Signature:	
Name:	
Date:	

Note: The following is a summary of the legal effect of this certification, provided for informational purposes.

- If the certification above is not completed, **the bid cannot be considered for award.**
- If a bidder cannot make the certification, they must attach a signed statement explaining why. The purchasing official may decide if the bid can still be accepted.
- Corporate bidders are considered to have their **board's authorization** to sign and submit the bid, including this certification.
- Simply having published price lists or selling items at the same prices to others **does not count as collusion.**

IRAN DIVESTMENT ACT CERTIFICATION**Pursuant to New York State Finance Law §165-a
(the “Iran Divestment Act of 2012”)**

By submitting this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law.

As a condition of submitting a bid or bid to Dutchess BOCES, the undersigned further certifies, under penalty of perjury, the following:

The bidder will not utilize any subcontractor or affiliate that is identified on the Prohibited Entities List to perform work under this contract.

The bidder certifies that no funds received from Dutchess BOCES will be used to conduct or support activities in violation of the Act.

If the bidder is unable to make the above certification, the bidder must provide a detailed written explanation of the circumstances.

Bidder Certification (Check One):

☐ I certify that the bidder is not on the Prohibited Entities List and is in full compliance with the Iran Divestment Act.

☐ I cannot certify compliance. An explanation is attached.

Company:	
Title:	
Signature:	
Name:	
Date:	

Sexual Harassment Prevention Certification

State Finance Law §139-l requires vendors on state procurements to certify that they have a written policy addressing sexual harassment prevention in the workplace and provide annual sexual harassment training to all its employees and that such policy, at a minimum, meets the requirements of §201-g of the Labor Law.

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

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

Company:	
Title:	
Signature:	
Name:	
Date:	

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

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

CONFLICT OF INTEREST DISCLOSURE STATEMENT

PLEASE COMPLETE A OR B BELOW:

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

Company:	
Title:	
Signature:	
Name:	
Date:	

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

Explain Here:

Company:	
Title:	
Signature:	
Name:	
Date:	