

DUTCHESS BOCES  
ATTN: BARBARA COSTAKIS, PURCHASING AGENT  
5 BOCES ROAD  
POUGHKEEPSIE, NY 12601  
PHONE: 845-486-4800 EXT. 2262/FAX 845-486-4822  
EMAIL: [barbara.costakis@dcboces.org](mailto:barbara.costakis@dcboces.org)

# RECEIPT CONFIRMATION FORM

RFB NUMBER: 2223-08

TITLE: Cooperative Door, Locks, Related Hardware and Services

***VENDORS: PLEASE COMPLETE AND RETURN THIS CONFIRMATION FORM AS SOON AS POSSIBLE:***

***IF YOU PLAN TO SUBMIT A BID, RETURN OF THIS FORM WILL ENSURE THAT YOU WILL RECEIVE ALL FURTHER COMMUNICATION REGARDING THIS REQUEST FOR BID.***

Company Name:

Address:

City, State, Zip Code:

Contact Person:

Title:

Phone Number:

Fax Number:

Email Address:

I authorize the Dutchess BOCES to send by the following method, further correspondence that the BOCES deems to be of an urgent nature regarding this bid :

Email:



BID #2223-08

FOR

**COOPERATIVE DOOR, LOCKS, RELATED HARDWARE & SERVICES**

Contract Period: September 1, 2022 through August 31, 2023

With Option to Extend for Three Additional One (1) Year Terms

**BID SUBMISSION/OPENING DATE: TUESDAY, AUGUST 9, 2022 AT 1:30 PM**

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DUTCHESS BOARD OF COOPERATIVE EDUCATIONAL SERVICES

5 BOCES Road  
Poughkeepsie, NY 12601

BID OPENING DATE: **Tuesday, August 9, 2022 at 1:30 PM**

PLACE: Dutchess BOCES Administration Bldg.

DUTCHESS BOCES BOARD OF COOPERATIVE EDUCATIONAL SERVICES  
5 BOCES Road  
Poughkeepsie, NY 12601

**COOPERATIVE DOOR, LOCKS, RELATED HARDWARE & SERVICES**  
Contract Period: September 1, 2022 through August 31, 2023  
With Option to Extend for Three Additional One (1) Year Terms

The undersigned agrees to supply the service and products described within that has been bid pursuant to the terms of the bid and the terms of the "Special Instructions to Bidders and General Conditions of the Contract" which are incorporated as part of this bid document by reference to them on this cover sheet.

Company Name: \_\_\_\_\_

Name of Contact: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email: \_\_\_\_\_

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

DO NOT SEPARATE THESE SHEETS.

**BIDDERS 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.

TO BE PURCHASED BY: Dutchess BOCES and/or participating school districts

**NOTICE TO BIDDERS**

The Dutchess Board of Cooperative Educational Services (BOCES) in accordance with Section 103 of Article 5-A of the General Municipal Law, hereby invites the submission of sealed bids to the Dutchess County Board of Cooperative Educational Services for the furnishing of:

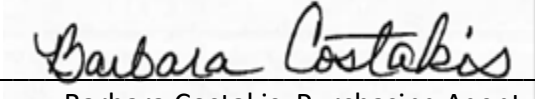
**COOPERATIVE DOOR, LOCKS, RELATED HARDWARE & SERVICES**

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

Sealed bids on the forms provided are to be filed with Barbara Costakis, Purchasing Agent, Dutchess BOCES, 5 BOCES Road, Poughkeepsie, New York, 12601 by **Tuesday, August 9, 2022 at 1:30 PM.**

The bids will be publicly opened and read at the Administration Building of Dutchess BOCES on Tuesday, August 9, 2022 at 1:30 PM. The Board of Cooperative Educational Services reserves the right to reject any and all bids.

DUTCHESS BOARD OF COOPERATIVE EDUCATIONAL SERVICES

By: \_\_\_\_\_  
  
Barbara Costakis, Purchasing Agent

**BID SUBMITTAL CHECKLIST**

**DUTCHESS BOCES RFB 2223-08 COOPERATIVE DOOR, LOCKS, RELATED HARDWARE & SERVICES**

**BIDDER'S NAME:**

**Please utilize this checklist to make sure that you have included all required documents:**

- One signed hard copy of this full Bid Specification document  
Including signed Non-Collusion Affidavit; Iran Divestment Act of 2012 Certification; Sexual Harassment Prevention Certification; Conflict of Interest Disclosure Statement.**
- Please include a copy of any addenda issued by Dutchess BOCES (if applicable).**
- Bid Submission Sheet including Percent Markup over Cost and Installation Labor Rates**
- Proof of Insurance (Worker's Comp., Disability Benefits and Liability)**
- Individual Employee's Certifications and Installer's OSHA 10 Certifications List**
- Manufacturers' Letters of Authorization**

**Thank you!**

## ELIGIBLE SCHOOL DISTRICTS

Use of this bid and any resulting award is limited to those school districts who are members of the Dutchess BOCES Cooperative Purchasing CoSer. Any other school district or NY municipality wishing to utilize this bid must first get the approval of the vendor to extend this pricing and then arrange for a cross-contract through Dutchess BOCES.

*The following districts are members of the Purchasing CoSer and are eligible to purchase items from this bid:*

Arlington Central School District

Beacon City School District

Dover Union Free School District

Dutchess BOCES

Hyde Park Central School District

Millbrook Central School District

Pawling Central School District

Pine Plains Central School District

Poughkeepsie City School District

Red Hook Central School District

Rhinebeck Central School District

Spackenkill Union Free School District

Wappingers Central School District

Webutuck Central School District

## INSTRUCTIONS TO BIDDERS

By submitting a bid in response to this Request for Bids (RFB), you are asking Dutchess BOCES and/or its participating school districts 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.

Once Dutchess BOCES has opened bids, there can be no changes to price or terms, unless clearly specified in this document. In addition, there are no provisions to cancel after an award is made, except by Dutchess BOCES, which maintains a unilateral right to cancel or extend in accordance with the terms of this RFB. This contract may be cancelled by Dutchess BOCES, when, in the opinion of the Director of Facilities & Operations or the Purchasing Agent (and at the Request of the Using Department) the service rendered is incompetent, inadequate or unresponsive to Dutchess BOCES' needs.

Dutchess BOCES reserves the right to assign its personnel to assist the Contractor's mechanics if they deem it to be in their best interest.

Most bids contain provisions to either award on an item-by-item basis, lump sum or by group. It is rare that Dutchess BOCES awards an entire bid to one vendor (depending on the type of RFB). You must understand that you may only receive a part of the award from this RFB.

### GENERAL INFORMATION

1. Sealed Bid documents for the furnishing and delivering, and installing where called for, of the materials, supplies and/or equipment, as required by Dutchess BOCES, and as set forth in the Bid documents must be received no later than the **bid opening date of Tuesday, August 9, 2022 at 1:30 PM.** at the Dutchess BOCES Administrative Office, 5 BOCES Road, Poughkeepsie, New York 12601. 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 day that the Dutchess BOCES Administrative Office is open.
2. All Bids must be mailed or hand delivered in a **sealed** envelope addressed to the Dutchess BOCES Purchasing Agent, at 5 BOCES Road, Poughkeepsie, New York, 12601 on or before the hour and day stated above, and the envelope shall be clearly marked on its face with (i) the name of person, firm, or corporation submitting a bid, (ii) "**BID #2223-08 COOP. DOOR, LOCKS, HARDWARE & RELATED SERVICES**", and (iii) the date of bid opening. This includes marking the outside of any express mail envelope that may be used.
3. Facsimile, telephone, or verbal bids or any modifications of Bid Documents will not be accepted or considered.
4. Bids received after the time stated in the Notice to Bidders will not be considered and will be returned to the Bidder unopened. The Bidder assumes all responsibility for having the Bid deposited on time at the place specified.

5. Each Bidder is requested to carefully read the Bid Documents as each Bidder will be held to strict compliance with such documents. Failure to fulfill any requirements of the Bid Documents may result in being considered non-responsive.

6. No modifications or additions are to be made to the printed Bid Documents. In the event the Bidder 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.

7. All information required in the Bid Documents must be provided by the Bidder to constitute an acceptable Bid.

8. Dutchess BOCES will interpret the submission of a Bid to mean that the Bidder is fully informed as to the extent and character of the services, supplies, materials, or equipment required and that the Bidder can furnish same in complete compliance with the specifications.

9. No charge 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 which was imposed upon the vendor.

10. The price bid 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.

11. All specifications are minimum standards and accepted bid samples do not supersede specifications for quality unless bid sample is superior, in which case deliveries must be the same identity and quality as accepted bid sample.

12. Bids for the provision of material, supplies and/or equipment must provide for same that are standard, new and of the latest model, and in current production, unless otherwise specified.

13. All regularly manufactured stock electrical materials, supplies and/or equipment provided must bear the label of the **Underwriter's Laboratories, Inc.**

14. Each bidder must state that their proposal, bid, and/or quotation is made without any connection with any other person or firm making any proposal, bid and/or quotation for the materials and/or installation listed. Each bidder must also state that no officer or member of Dutchess BOCES is directly or indirectly interested therein or in the supplies to which it relates, or to any portion of the profits thereof.

15. 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 Section 103 of the General Municipal Law as well as purchase items at the lowest cost, either through this bid, NYS OGS Contract or other available bid. 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.



16. Awards will be made to the lowest responsible bidder, as will best promote the public interest, taking into consideration the reliability of the bidder, the quality of the materials, equipment or supplies to be furnished, their conformity with the specifications, purpose for which required and the terms of delivery.

17. 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.

18. The vendor must complete ALL information required on the bid form. Failure to fully complete all parts of any line item may cause the bid to be rejected. If you choose not to bid on a certain item, simply write, "NO BID" for that item.

19. Prices, and all required information, except signature of Bidder, should be typewritten for legibility. Illegible or vague Bids may be rejected. All signatures must be written. Facsimile, printed, or typewritten signatures are not acceptable.

20. At the time of the opening of the bids, **if appropriate**, each bidder will be presumed to have inspected the site and to have examined and to be thoroughly familiar with the drawings, general requirements and specifications (including all addenda thereto). The failure and/or omission of any bidder to receive or examine any drawings, forms, instructions, or documents shall in no way relieve such bidder from any obligation in respect to his bid.

21. The contractor shall furnish, deliver, and install completely, unless otherwise noted, material and equipment described in the specifications, with all appurtenances, parts or accessories not specifically mentioned in the articles described but necessary to render the equipment complete and ready for operation. All these parts and/or accessories shall be included in the bid price.

22. All of the furnishings and/or equipment furnished and installed under this contract shall be guaranteed by the contractor, in writing, for one (1) year after completion against any and all defects which are the result of improper design, materials, construction or installation, if called for. Immediately upon notice by the owner (at any time during the guarantee period), the contractor shall fully make good such defects by replacing same with new work, without cost to the owner. Prior to installation it is the responsibility of the vendor to be familiar with the site. The vendor must bid a fixed rate for installation. The time and date of installation must be approved by the School District prior to starting any installation.

23. The emailing of a notice of award or purchase order to a successful bidder to the address given in his bid will be considered sufficient notice of award of contract. Failure of the successful bidder to contact Dutchess BOCES to object to the award or prices therein, within seven (7) days of notification of notice of award, will be considered an acceptance of the contract by the successful bidder.

24. Each vendor shall receive a notice of items recommended to be awarded to their firm. The successful vendor shall only ship items upon the receipt of a properly executed purchase order from Dutchess BOCES or a Participating School District.

25. If the successful bidder fails to deliver within the time specified in the bid specifications or on the purchase order or within reasonable time as interpreted by Dutchess BOCES (normally 30 days from receipt of purchase order) or fails to make replacement of rejected articles when so requested immediately or as directed by Dutchess BOCES, Dutchess BOCES may purchase from other sources to take the place of the item rejected or not delivered. Dutchess BOCES reserves the right to authorize immediate purchase from other sources against rejections on any contract when necessary. On all such purchases the successful bidder agrees to reimburse Dutchess BOCES promptly for excess costs occasioned by such purchases. Should the cost be less, the successful bidder shall have no claim to the difference.

26. It is mutually understood and agreed that the successful bidder shall not assign, transfer, convey, sublet or otherwise dispose of the contract or his right, title, or interest therein, or his power to execute such contract, to any person, company or corporation without the previous written consent of Dutchess BOCES.

27. Bid prices must be honored by the vendor for the period indicated in the Scope of Services. 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 two (2) one (1)-year periods.

### **DELIVERY**

28. Delivery will be required to be made to Dutchess BOCES or its Participating School Districts as follows unless otherwise noted. All equipment and material shall be delivered and placed where directed inside the building, unless the schedules or purchase order issued to the successful bidder thereon indicated otherwise. The contractor will be required to furnish proof of delivery in every instance. No help for unloading will be provided. Suppliers should notify their truckers accordingly. Deliveries shall be made between the hours of 8:00 a.m. to 2:00 p.m., Monday through Friday (excluding days of scheduled school closings) unless otherwise noted. Notice of delivery shall be made twenty-four (24) hours in advance. All materials and supplies must be securely packed in uniform containers, adequately marked as to contents and delivered without damage or breakage in such units specified in schedules.

29. Each purchase order shall constitute an order. Items contained therein should be shipped by the vendor within thirty (30) days of the receipt of each purchase order. Items not delivered on a timely basis shall be dealt with in accordance with the provisions outlined in the failure to perform section. One purchase order may include delivery to multiple school locations.

30. Items shall be securely and properly packed for shipment, storage and stocking in new shipping containers and according to accepted commercial practice, without extra charge for packing cases, baling or sacks.

31. The successful bidder shall be responsible for delivery of items in good condition at point of destination. He 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.

32. 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
- Name of Successful bidder

33. Ownership of equipment shall not transfer until all equipment is completely installed and operating to the satisfaction of the School District.

### **PAYMENT**

34. No payment will be made without issuance of a purchase order by Dutchess BOCES or its Participating School Districts.

35. Payment will be made only after the proper presentation of invoices or claim forms as required by Dutchess BOCES or its Participating School Districts. The invoice must reflect bid pricing as provided in the Bid Submission Sheet. In the event pricing does not match what is provided in the Bid Submission Sheet, payment may be held up until such discrepancy is resolved to the satisfaction of Dutchess BOCES Accounts Payable Department or a Participating School District's Accounts Payable Department.

36. 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.

37. No payment shall be made until all equipment is installed and operating to the satisfaction of the School District.

38. Dutchess BOCES and/or its Participating School Districts shall issue purchase orders and payment shall be the responsibility of the entity that issued the purchase order. IN NO EVENT SHALL DUTCHESS BOCES BE RESPONSIBLE FOR PARTICIPANT PAYMENT.

### **INSURANCE**

39. In contract and/or purchase order involving delivery and installation of any material and equipment, the successful bidder shall take out and maintain, until the accepted completion of the work. Worker's Compensation Insurance and Disability Benefits for all of its employees employed on the site of the project, and in case any work is sublet, the successful bidder shall require the sub-contractor similarly to provide Worker's Compensation Insurance and Disability Benefits for all of the latter's employees so as to keep Dutchess BOCES free from blame in any one and/or series of occurrences involving sickness and/or personal injury.

40. In contracts and/or purchase orders involving the providing of services, the installation of any materials and/or equipment, the successful bidder shall take out and maintain, until the accepted

completion of the work, Public Liability and Property Damage Insurance as shall protect him, any sub-contractor performing work covered by these specifications and Dutchess BOCES, from claims for damages for personal injury, including accidental death, as well as from claims for property damage which may arise from any operation in connection with these specifications, whether such operation be by himself, any sub-contractor or by anyone directly or indirectly employed by them. Public Liability Insurance shall be in an amount of not less than \$1,000,000.00 for injuries, including wrongful death, to any one person and subject to the same limit for each person in an amount of not less than \$1,000,000.00 on account of one (1) accident. Property Damage Insurance shall be in an amount not less than \$500,000.00 for damages on account of all accidents. Certificates of Insurance on the foregoing may be required from the successful bidder

### **REQUIRED BONDING**

41. Bond requirements, **if any**, will be identified in the scope of services for the commodity or service being procured.

- A. Bid Bond - An approved bid bond, bank check, certified check, letter of credit or other form of security acceptable to Dutchess BOCES to the extent of percent of the bid price will be required with all vendor responses at the time of Submission of the bid. The BOCES will hold the bond until the contract has been signed.
- B. Bid Bond – An approved bid bond, bank check, certified check, letter of credit or other form of security acceptable to Dutchess BOCES in the amount of \$0 will be required with all vendor responses at the time of submission of the bid. Dutchess BOCES will hold the bond until the contract has been signed.
- C. Performance and Payment Bond - The contractor shall, at the time of execution of the contract, obtain and maintain in full force and effect for sixty days after contract expiration:
  - 1. an irrevocable documentary Letter of Credit with a sound and reputable bank authorized to do business in the State of New York, OR
  - 2. a Performance Bond signed by a surety company authorized to do business in the State of New York, and/or
  - 3. a Payment Bond signed by a surety company authorized to do business in the State of New York, in the amount of \$0 , for the faithful performance of the contract. The Letter of Credit, Performance Bond, Payment Bond, etc., shall name as beneficiary Dutchess BOCES and may be invoked to the benefit of Dutchess BOCES upon delivery of a certified statement to the issuing bank or surety company that the contractor has failed to perform pursuant to the terms and conditions of its contract with Dutchess BOCES.

With its proposal submission, the contractor shall include a letter from its bank or surety company stating that the letter of credit or bond will be provided if being considered for a contract or in the event of a contract. The Letter of Credit or Bond shall be provided on a yearly basis for each year, or portion, of the contract.

## **PREVAILING WAGE RATES**

42. Prevailing wage rates, if applicable, will be identified in the scope of services for the service being procured.

The successful bidder is required to pay the prevailing hourly wage rates and the prevailing hourly supplements pursuant to section 220-d of the New York State Labor Law for the County in which the work is to be performed.

- A. Contractors are responsible for identifying and paying all applicable prevailing rates throughout the term of the contract, and complying with the standard provisions involving labor and insurance requirements for the County where the work is to be performed .
- B. A verified statement of payment of prevailing rates by the Contractor (Article 8 only) MUST be submitted to Dutchess BOCES or the municipality/school district requesting the work, in order for payment to be made.

## **REQUEST FOR MATERIAL SAFETY DATA SHEETS**

43. Amendments to the New York State Labor Law and Public Health Law and the OSHA Hazard Communication Standard require employers to furnish employees with information regarding their exposure to toxic substances. To facilitate this duty, Section 876(4) of the Labor Law provides that “any manufacturer, importer, producer or formulator of any toxic substance shipped or transported or sold for any use within the State must provide, upon request, the following information”:

- The name of any hazardous ingredients, including the generic or chemical name.
- The CASE Registry Number of the chemical ingredients and physical and chemical characteristics of the mixture in total.
- The level at which exposure to the substance is determined to be hazardous, by OSHA, ACGIH, NFPA, NIOSH, IARC, NTP.
- The acute and chronic health effects of exposure and primary routes of entry into the body.
- The potential for flammability, explosion, reactivity, and other hazards of such substances.
- Appropriate emergency/first aid procedures.
- Proper precautions for safe handling and recommended engineering control.
- Procedures for clean-up of leaks and spills.

Accordingly, we are requesting the above information regarding any product in this bid that would contain a toxic substance. Please identify by name any other products or substances known to increase or decrease toxicity of the named product(s) when mixed together.

In the event that the chemical composition, toxicity, flammability or any other characteristic of the named product(s) changes or new information is obtained about the items listed above, you are to notify us without delay. We will hold you liable for any failure on your part to comply with this request.

We look forward to your anticipated cooperation and we thank you for helping us keep our employees informed about the substances they come into contact with at work.

### **PIGGYBACKING**

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 (outside of our 13 component school districts listed as Eligible School Districts) and Dutchess BOCES, will need to initiate a Cross Contract with Dutchess BOCES in order to utilize 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.

The Dutchess BOCES waives its right to receive payment, and authorizes each district to make payment and place orders directly to the successful bidder.

## SCOPE OF SERVICES

### **COOPERATIVE DOOR, LOCKS, RELATED HARDWARE & SERVICES BID #2223-08**

#### **PURPOSE**

The purpose of this Bid is to contract with a qualified vendor(s) to provide a complete and reliable source for new doors, locks, and related hardware and the installation of such as indicated in these specifications, emergency service, troubleshooting, repairing and maintenance, as needed, for Dutchess BOCES and the Cooperative Bidding Program Participating School Districts. The successful bidder is to furnish all parts, labor, equipment, transportation and material necessary for the installation, repair and/or maintenance of doors, locks, and door related hardware if required.

The bidder must provide emergency repair work within eight (8) hours and will commence non-emergency work within one (1) week after receiving a purchase order. In the event that the work cannot be performed as per time schedule by the Contractor, the second responsible lowest bidder will be called upon to perform at their quoted price with no penalty to the lowest bidder.

Contractor's Service Personnel shall have tools and equipment necessary to perform the required work. Dutchess BOCES will not pay for rental or replacement of any of these common tools including blades, bits, etc.

When repairing or replacing any parts, the Contractor shall use the most up-to-date materials being manufactured. No obsolete materials shall be allowed. All parts must be new and must be equal to or better than the original parts. Rebuilt parts may be used only with prior approval of Dutchess BOCES. Dutchess BOCES reserves the right to furnish parts and materials if they deem it to be in their best interest.

No vehicle use will be paid for in the normal course of transporting mechanics and materials to the job site. Contractor may submit a quotation for the use of special vehicles. Contractor must obtain approval from Dutchess BOCES for any payment of Special Vehicle use.

Except for emergency work, contractor will be required to submit a budget cost estimate including manufacturer item numbers, before a PO is issued. On Emergency Work, Contractor must submit their budget cost estimate within 48 hours after starting the job.

All technicians of the company who will be performing work under this agreement must be direct employees of the company, not subcontractors. If there is a need for subcontracting work, such as electronic and or masonry work, the awarded company must get approval from Dutchess BOCES. All technicians must have completed a minimum of 10-hour OSHA training course before working at Dutchess BOCES.

The successful bidder(s) shall have qualified representatives readily available to assist with ordering and invoicing. Dutchess BOCES reserves the right to inspect bidder's facilities and warehouse to establish that bidders can meet the requirements herein.

Participants in this bid may also require that parts be delivered to their physical location. Prices submitted for this bid request must also be honored for delivered items, with no additional charges for freight or travel. Daily delivery must be available.

### **ITEMS REQUIRED/REQUIREMENTS**

Every effort will be made by Dutchess BOCES and Participating School Districts to submit orders totaling at least \$50.00, but no minimum orders may be required by the Successful Bidder.

All materials and products shall be first quality and shall be accompanied by the manufacturer(s) certification and statement of origin. The successful bidder shall be an authorized distributor for each manufacturer on which bid is submitted. Manufacturers listed herein are representative product manufacturers for each parts group.

Bidders must submit with their bid, **Letters of Authorization from manufacturers listed in this document confirming that** (1) the bidder is a direct distributor of their products, and directly supported with respect to manufacturer's customer service and technical support, and material warranties; (2) the bidder has in-plant fire labeling capability with Hollow Metal Doors and Frames and Wood Doors; and (3) Bidder must be able to honor all warranties and provide installation services to replace such warrantied items.

Bidders must attest to relevant individual employee certifications as evidence of competency in the attached list of Employee Certifications. Copies of individual employee's certifications must be presented to Dutchess BOCES or their designee, prior to the employee being allowed to perform work under this contract.

All products shall comply with applicable requirements of the Society of Automotive Engineers ASE, ASTM and regulations as applicable within New York State. Replacement parts shall fit, interchange with and replace original equipment components without modifications or addition and shall meet or exceed original equipment specifications. Rebuilt parts shall comply with the American Parts Rebuilders Association Standards (APRA). All materials furnished under these specifications shall conform to all applicable Federal Laws and Regulations.

### **CONTRACT TERM**

The term of this Contract shall be for twelve (12) months, from on or about September 1, 2022 through August 31, 2023, with the option to renew for up to three (3) additional one-year periods, upon mutual consent of the parties.

### **AWARD**

Dutchess BOCES shall award this bid to the lowest responsible bidder.

### **CONFLICTING TERMS**

If any terms contained within the General Terms and Conditions conflict with these Specifications, these Specifications in the Scope of Services section shall govern.

### **REQUESTS FOR CLARIFICATION/ADDITIONAL INFORMATION**



All requests for clarification or additional information related to this bid must be submitted in writing by mail, fax, or e-mail to:

Barbara Costakis  
Purchasing Agent  
Dutchess BOCES  
5 BOCES Road  
Poughkeepsie, NY 12601  
E-mail: [barbara.costakis@dcboces.org](mailto:barbara.costakis@dcboces.org)  
Voice: (845) 486-4800 x 2262  
Fax: (845) 486-4822

In the event Dutchess BOCES provides clarification or supplemental information to this Bid, all recipients of this Bid will receive the information via an addendum to this Bid which shall be posted on the Dutchess BOCES bid site at [www.dcboces.org](http://www.dcboces.org).

### **BID SUBMISSION SHEET**

All bids must be submitted on and in accordance with the Bid Submission Sheet provided herein by Dutchess BOCES

Current retail pricing for item categories must be made available for comparison purposes.

### **DELIVERY**

Inside delivery is required, and shall be made within one (1) business day of receipt of order. Special delivery instructions will be indicated on each individual purchase order.

### **FREIGHT**

No freight charges are acceptable. All prices listed on the Bid Submission Sheet shall include any freight or delivery charges.

### **SUBSTITUTE OR "OR EQUAL" ITEMS**

It is the bidder's responsibility to demonstrate that the items they are bidding are equal to the bid specifications. Therefore when a bidder is proposing an "or equal" item or a substitute item the bidder must provide sufficient documentation and/or samples to allow Dutchess BOCES to make a determination.

- A. The documentation or samples must be clearly labeled as to the line item number and bid.
- B. Documentation must include size, weight, chemical composition or other such information so that it may be compared to our bid specification.
- C. Failure to provide sufficient documentation may result in the substitute or "or equal" item not being considered.

### **SAMPLES REQUIRED**

When samples are required they must be clearly labeled with bid number, and line item number. Samples must be provided at the bidder's expense.

It is the bidder's responsibility to provide all samples by the specified time and date to the proper location otherwise the bid may not be considered.

If a sample is for more than one line item the samples must clearly identify each line item. If the sample is not exactly as will be provided any difference must be clearly identified.

Samples must be provided for all "or equal" or substitute items.

Award samples may be held for comparison with deliveries. Dutchess BOCES will not be responsible for any samples destroyed or mutilated by examination or testing. Samples shall be removed by the bidder at his expense. Samples not removed within fifteen (15) days after written notice to the bidder will be regarded as abandoned and Dutchess BOCES shall have the right to dispose of them as its own property.

#### **AWARD AND RESERVATION OF RIGHTS**

Awards will be made to the lowest responsive and responsible Bidder(s) who (i) meets the terms and conditions stated in the Bid Documents for each Item or Item classification; whichever is in the best interest of Dutchess BOCES and/or its Participating School Districts and (ii) completes all the required forms including a W-9. Dutchess BOCES reserves the right to reject any bid if the vendor fails to satisfy Dutchess BOCES that they are properly qualified to carry out the obligations of the Contract.

If not awarded, the Bid will be rejected within ninety (90) days of the date of the opening of Bids, subject, however, to the discretionary right reserved by Dutchess BOCES to waive any informalities in, or to reject any or all Bids and to advertise for new Bids, if in its opinion, the best interest of Dutchess BOCES and/or its Participating School Districts, will thereby be promoted.

In the event that a Bidder has the lowest apparent price for only a small portion of the bid, Dutchess BOCES reserves the right to award to the second lowest Bidder who has a significant portion of the bid.

Dutchess BOCES reserves the right to award this Contract on individual Items, category, in part or in whole, whichever is in the best interest of Dutchess BOCES. In addition, Dutchess BOCES reserves the right to name a substitute vendor if the originally awarded vendor is unable to provide a particular item during the term of an award.

In the event that Dutchess BOCES and/or its Participating School Districts need to purchase an item that is not listed on the Bid Submission sheets, but said item could be considered similar to one listed on the Bid Submission sheets, the awarded bidder shall offer the unlisted item at the same discount structure as the item listed on the Bid Submission sheet.

Dutchess BOCES reserves the right to make awards within ninety (90) days after the date of the Bid opening during which period Bids may not be withdrawn unless the Bidder distinctly states in the Bid that acceptance thereof must be made within a shorter specified time.

## USAGE REPORTS

The successful vendor(s) must provide usage reports detailing purchases during the Bid Contract. Usage reports will include all items purchased and shall include the following:

- a) District or Participant name
- b) Dutchess BOCES Bid Item number
- c) Units purchased for itemized bids and/or dollar amounts for discount bids
- d) Unit price and extension

Usage reports are a requirement of accepting an award from this bid. A period to date report detailing the above referenced information from September 1, 2022 through May 31, 2023 shall be compiled and delivered by the successful vendor(s) to the Purchasing Assistant at Dutchess BOCES, 5 BOCES Road, Poughkeepsie, New York 12601 or emailed to [barbara.costakis@dcboces.org](mailto:barbara.costakis@dcboces.org) by close of business on **June 10, 2023**. Usage reports will follow this schedule for any extensions of this award. A final usage report for the specified bid contract period shall be compiled and delivered within **3 weeks** of the bid expiration date.

A failure to report in accordance with this paragraph is a material breach of this Contract. Successful vendor(s) may be declared in breach of contract and may not be considered for future bids.

## REQUIRED BONDING

Not applicable

## PREVAILING WAGE INCREASES

Increases in NYS Prevailing Wage Rates which effect and increase our contracted hourly rates will be allowed during the course of a contract (not just at the time of extension), as long as justification is provided by the Contractor. The increase will go into effect via a written Contract Amendment issued by Dutchess BOCES.

The effective date of the increase will be stated in the Amendment. It is Dutchess BOCES' intention to have the effective date in sync with the date of the NYS Notification, but this will depend upon the date that Dutchess BOCES received the Contractor's request for an increase.

## NYS DEBARMENT LIST

By submitting this bid document, vendor certifies that they are not on New York State's Debarment Lists of the Department of Labor and Workers Compensation Board.

**Non-Collusive Bidding Certification**

Bid # 2223-08: DOOR, LOCKS, RELATED HARDWARE & SERVICES BID

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

A. By submission of this Bid, each Bidder and each person signing on behalf of any Bidder, 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.

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 Bidder cannot make the foregoing certification, the Bidder 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 Bidder (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 bid, 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 bidder 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	Date

## **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 (c) of subdivision three of Section 165-a of the SFL and maintained by the Commissioner of the Office of General Services.

A bid or proposal 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 proposal 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 (Continued)**

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, added new provisions to the State Finance Law (SFL), §165-a and General Municipal Law (GML) §103-g effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b) and GML §103-g, the initial list is expected to be issued no later than 120 days after the Act’s effective date, at which time it will be posted on the OGS website.

By submitting a response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Proposer (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Proposer is advised that once the list is posted on the OGS website, any Proposer seeking to enter into, renew or extend a Contract or assume the responsibility of a Contract awarded in response to the solicitation, must certify at the time the Contract is bid upon or a proposal submitted, or the contract is renewed, extended or assigned that it is not included on the prohibited entities list.

During the term of the Contract, should Dutchess BOCES receive information that a person is in violation of the above-referenced certification, Dutchess BOCES 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 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, proposal 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: \_\_\_\_\_

## Sexual Harassment Prevention Certification

State Finance Law §139-l requires bidders 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 section two hundred one-g of the labor law.

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 its own organization, under penalty of perjury, that the bidder 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 section two hundred one-g of the labor law.

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

Bidder: \_\_\_\_\_

By (signature): \_\_\_\_\_

Name (Please Print): \_\_\_\_\_

Title: \_\_\_\_\_

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

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

If the bidder cannot make the above certification, the bidder must provide a statement with their bid detailing the reasons therefor:

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## CONFLICT OF INTEREST DISCLOSURE STATEMENT

**PLEASE COMPLETE A OR B BELOW:**

- A. I do not have any affiliations or financial interests with any segment of Dutchess BOCES or any employee, board member or elected official.

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

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

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

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

Explain Here:

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

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

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





**BID SUBMISSION SHEET**  
**DOOR, LOCKS, RELATED HARDWARE & SERVICES BID #2223-08**  
**Contract Period: September 1, 2022 through August 31, 2023**

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

	<b>DOOR HARDWARE BID</b>
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	Manufacturer:	Cost Plus % Listed Below
<b>Group A - Hollow Metal Door &amp; Frames</b>		
	Curries	%
<b>Group B – Overhead Doors</b>		
	C.H.I.	
	Clopay Pro Series	
<b>Group C - Door Closers, 4000 Series</b>		
	LCN	%
<b>Group D - Exit Devices, 99 Series</b>		
	Von Duprin	%
<b>Group E - Exit Devices &amp; Door Closers</b>		
	Dorma	%
<b>Group F - Locks, Cores, Keys, and Cylinders</b>		
	Best	%
<b>Group G - Electronic Locks and Padlocks</b>		
	Best	%
	Schlage	%
<b>Group H - Exit &amp; Lock Parts</b>		
	Falcon	%
<b>Other</b>		
	<b>Any Item Not Listed Above</b>	%

Installation Rate		Maint., Repair, Service Rate
/Hour	Hourly Rate-Carpenter	/Hour
/Hour	Hourly Rate-Electrician	/Hour
/Hour	Hourly Rate-Glazier	/Hour
/Hour	Hourly Rate-Mason-Building	/Hour
/Hour	Hourly Rate-Other (Specify)	/Hour
/Hour	Overtime Rate-Carpenter	/Hour
/Hour	Overtime Rate-Electrician	/Hour
/Hour	Overtime Rate-Glazier	/Hour
/Hour	Overtime Rate-Mason-Building	/Hour
/Hour	Overtime Rate-Other (Specify)	/Hour
/Hour	Holiday Rate-Carpenter	/Hour
/Hour	Holiday Rate-Electrician	/Hour
/Hour	Holiday Rate-Glazier	/Hour
/Hour	Holiday Rate-Mason-Building (Specify)	/Hour
/Hour	Holiday Rate-Other (Specify)	/Hour

Statement of "No Bid" Form

**COOPERATIVE DOOR, LOCKS, RELATED HARDWARE & SERVICES BID #2223-08**

To be received by August 9, 2022

Company Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

We have elected not to submit a request for letter of interest due to the following reason(s):

Insufficient Time to Respond \_\_\_\_\_

Do Not Offer This Goods/Service \_\_\_\_\_

Unable To Meet Specifications \_\_\_\_\_

Unable To Meet Service Requirements \_\_\_\_\_

Workload Does Not Allow Us to Bid \_\_\_\_\_

Specifications Unclear or Too Restrictive \_\_\_\_\_

Other (Please Specify) \_\_\_\_\_

Please Return To:

Dutchess BOCES  
Barbara Costakis  
Purchasing Agent  
5 BOCES Road  
Poughkeepsie, New York 12601