

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

RECEIPT CONFIRMATION FORM

RFB NUMBER: #2223-12

TITLE: CTI COSMETOLOGY SALON FURNITURE

VENDORS: PLEASE COMPLETE AND RETURN THIS CONFIRMATION FORM BY DECEMBER 28, 2022:

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:

Other (specify):



BID #2223-12

FOR

CTI COSMETOLOGY SALON FURNITURE

BID SUBMISSION/OPENING DATE:
TUESDAY, JANUARY 3, 2023 AT 3:00 PM

DUTCHESS COUNTY BOARD OF COOPERATIVE EDUCATIONAL SERVICES

5 BOCES Road
Poughkeepsie, NY 12601

BID OPENING DATE: **TUESDAY, JANUARY 3, 2023 AT 3:00 PM**

PLACE: Dutchess BOCES Administration Bldg.

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

CTI COSMETOLOGY SALON FURNITURE BID #2223-12

Contract Period: JANUARY 12, 2023 THROUGH JUNE 30, 2023

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 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 the Dutchess County Board of Cooperative Educational Services for the furnishing of:

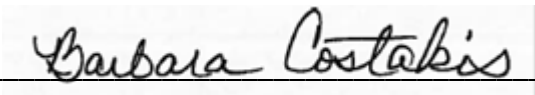
CTI COSMETOLOGY SALON FURNITURE BID #2223-12

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.

Sealed bids on the forms provided are to be filed with Barbara Costakis, Purchasing Agent, Dutchess BOCES, 5 BOCES Road, Poughkeepsie, New York, 12601. The bid will be publicly opened at the Administration Building of the Dutchess BOCES on **TUESDAY, JANUARY 3, 2023 AT 3:00 PM**. 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.

The Board of Cooperative Educational Services reserves the right to reject any and all bids.

DUTCHESS COUNTY BOARD OF COOPERATIVE EDUCATIONAL SERVICES

By: _____  _____

INSTRUCTIONS TO BIDDERS

By submitting a bid in response to this Request for Bids (RFB), you are asking Dutchess BOCES to accept your offer for the sale of goods or services. It is important that you read and understand all terms and conditions contained herein, as well as understand the laws that govern Municipal Purchasing in the State of New York.

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.

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, JANUARY 3, 2023 AT 3:00 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 **Dutchess BOCES, ATTN: Barbara Costakis, Purchasing Agent, 5 BOCES Road, Poughkeepsie, New York, 12601** on or before the hour and day stated above for the bid opening date. **The envelope must be clearly marked on the front with the name of person, firm, or corporation submitting the bid, and "CTI COSMETOLOGY SALON FURNITURE BID #2223-12 - BID OPENING 1/3/2023 AT 3:00 PM"**. 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 for the bid opening date 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 bid price for each item must be net and must include all delivery charges fully prepaid by the successful bidder to the destination indicated in the proposal, installation, preparation, clean up or other charges. Title shall not pass until items have been delivered and accepted.
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. 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. Also reserved is the right to reject, for cause any bid in whole or in part; to waive technical defects, qualifications, irregularities, and omissions if, in its judgment, the best interests of Dutchess BOCES will be served. Also reserved is the right to reject bids and to purchase items on County or New York State Contract, if such items can be obtained on the same terms, conditions, specifications, and at a lower price.
14. 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. Preference will be given to vendors that have online ordering. Dutchess BOCES reserves the right to award to single or multiple vendors, in whole or in part, by item, by class, by category, or to establish primary/secondary contracts, whichever the Dutchess BOCES deems to be in its best interest.
15. 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. Dutchess BOCES reserves the right to determine whether or not substituted items meet their needs.
16. 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.

17. Prices, and all required information, except signature of Bidder, should be typewritten or printed for legibility. Illegible or vague bids may be rejected. All signatures must be written. Facsimile, printed, or typewritten signatures are not acceptable.
18. 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.
19. The placing in the mail 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 mailing of notice of award, will be considered an acceptance of the contract by the successful bidder.
20. 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.
21. 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 (5 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.
22. 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.
23. 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.

DELIVERY

24. Delivery will be required to be made to Dutchess BOCES 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 8:30 a.m. to 3:00 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.

25. Each purchase order shall constitute an order. Items contained therein should be shipped by the vendor within five (5) days of the receipt of each purchase order. Items not delivered on a timely basis shall be dealt with in accordance with the provisions outlined in the failure to perform section. One purchase order may include delivery to multiple school locations.

26. 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.

27. 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.

28. 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

PAYMENT

29. No payment will be made without issuance of a purchase order by Dutchess BOCES or its participating school districts.

30. 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 or its participating school districts.

31. 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.

32. Dutchess BOCES or its participating school districts shall issue purchase orders and payment shall be the responsibility of the entity that issued the purchase order.

INSURANCE

33. 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. Workman's Compensation Insurance 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 Workman's Compensation Insurance for all of the latter's employees so as to keep Dutchess BOCES or its participating school districts free from blame in any one and/or series of occurrences involving sickness and/or personal injury.

34. 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 or its participating school districts, 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.

DISPUTE RESOLUTION

35. The dispute resolution process included in this section must be used to attempt to resolve any dispute arising under this bid award/contract.

- 1) Agency and Contractor attempt to resolve dispute.
- 2) All claims and disputes arising under or relating to this Bid that cannot be resolved at Step 1 above, are to be settled by binding arbitration in the State of New York, or a location mutually agreeable to the parties.

TERMINATION

36. This contract/bid award shall be deemed executory only to the extent of monies appropriated and available for the purpose of the contract, and no liability on account thereof shall be incurred by the political subdivision beyond the amount of such monies.

Termination of this contract may be made at any time by mutual agreement.

This contract may be terminated for convenience by Dutchess BOCES at any time.

This contract may be terminated by Dutchess BOCES for cause if the agency concludes that the Contractor has failed to perform or provide the products agreed upon.

CTI COSMETOLOGY SALON FURNITURE BID
SCOPE OF SERVICES

PURPOSE

The purpose of this Bid is to contract with a qualified vendor(s) to provide pricing for items indicated on the bid submission sheets for Dutchess BOCES.

ITEMS REQUIRED/REQUIREMENTS

Estimated Quantities are for illustrative purposes only. Actual quantities ordered may be more or less than estimated. Every effort will be made by Dutchess BOCES to submit orders totaling at least \$25.00, but no minimum orders may be required by the Successful Bidder.

CONTRACT TERM

The term of this Contract shall be for five and ½ months, from on or about January 12 through June 30, 2023. The bid award may be extended beyond the bid period by mutual consent of the successful bidder and Dutchess BOCES.

CONFLICTING TERMS

If any terms contained within the General Terms and Conditions conflict with these Specifications, these Specifications shall govern.

BID SUBMISSION SHEET

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

DELIVERY

Inside delivery is required, and shall be made within 5 days of receipt of order. Special delivery instructions will be indicated on each individual purchase order.

FREIGHT

Freight charges will be accepted and will be included to determine the overall low bidder.

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. Dutchess BOCES reserves the right to determine whether or not substituted items meet their needs.

- 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.

Specifications must be provided for all “or equal” or substitute items. It is the bidder’s responsibility to provide all specifications by the specified time and date to the proper location otherwise the bid may not be considered.

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 (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. Preference will be given to vendors that have online ordering.

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, 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 needs 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.

REQUIRED BONDING and PREVAILING WAGE RATES

Not applicable.

NON-COLLUSIVE BIDDING CERTIFICATION

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

Date

Print Name and Title

IRAN DIVESTMENT ACT COMPLIANCE RIDER

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

(a) The person provides goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or

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

A bid or 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

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-I 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-I.

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:

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:

Signature: _____ Date: _____

Print Name: _____ Title: _____

Firm Name: _____

BID SUBMISSION SHEET
CTI COSMETOLOGY SALON FURNITURE BID #2223-12
Contract Period: January 12, 2023 through June 30, 2023

VENDOR NAME: _____

ITEM #	DESCRIPTION	QTY NEEDED	MSRP (RETAIL PRICE)	DISCOUNT	PRICE (MSRP-DISCOUNT)	EXTENDED PRICE FOR ALL 9 UNITS
2143-96	Collins Mfg. Econo Quad Full-Featured Styling Station. Measures 96”L x 32”D x 36”H (COUNTER HEIGHT) x 66”H(MIRROR HEIGHT). 270 Degree Hinges. Mirrors. Storage Cabinet with Padlock. The Island shall include four 20 amp fourplex outlets (tools plug into these outlets), mounted just below the countertop in the stretchers between the drawer and tool cabinet for each station*. Main Laminate & Trim Laminate To Be Determined. Indicate below in comments if Pricing for a Particular Color is less than the other options and if a Particular Color has better availability .	9	\$7560			
	Freight/Delivery – Freight is for delivery to Dutchess BOCES Receiving Dept. Loading Dock		N/A			
	Assembly/Set-up – It is not anticipated that we will need this service, but if we do, please provide a price for Assembly/Set-up per unit. Dutchess BOCES will be responsible for electric					
	Alternate Brand Bid (must be same dimensions and equal or better quality than Item #2143-96 (Provide Specification Drawing Brand Bid:					
	Freight/Delivery for Alternate Brand					
	Assembly/Set-Up for Alternate Brand					

*Dutchess BOCES electrician is responsible for connecting power to the fourplex outlets up from the floor or down from the ceiling. Electrical connections may be made as long as the stub outs fall within the footprint of the toe kicks. Power may be ran through cabinets of adjacent stations for inline arrangements.

NOTE: This purchase of 9 Econo-Quad Styling Stations is grant funded and therefore must be received in a timely manner. Vendors must indicate below how many weeks it will take to deliver these items to Dutchess BOCES after receipt of Purchase Order. Pricing and delivery time will be taken into consideration for this bid award.

#of Weeks from Receipt of Purchase Order to Delivery to Dutchess BOCES: _____

COMMENTS:

Signature: _____ Date: _____

Print Name: _____ Title: _____

Firm Name: _____

NON-BIDDERS RESPONSE
CTI COSMETOLOGY SALON FURNITURE BID #2223-12

The Board of Cooperative Educational Services is interested in the reasons why prospective bidders fail to submit bids. Failure to submit a bid without explanation may result in removal of your firm from our bidders' list. If you are NOT submitting a bid in this proposal, please indicate the reason(s) by checking off one or more of the items below and return this form to us no later than January 3, 2023 at 3:00 PM.

- We are not bidding for reasons indicated below:
- Unable to bid at this time, but would like to receive future bid proposals.
- Items or material not ____ manufactured, ____, distributed, ____ stocked, ____ furnished.
- Materials or items we have to offer do not fully meet all the requirements of standards specified.
- Multiplicity of delivery points.
- Delivery quantities too small.
- We cannot meet the time of delivery of items or materials specified.
- Insufficient time allowed for preparation and submission of bid.
- Other reason _____

You may remove our name from the bid list for:

- This commodity group
- This commodity class
- This item or material
- All bids

COMPANY: _____

ADDRESS: _____

NAME: _____

SIGNATURE: _____

TITLE: _____

TELEPHONE: _____