



BID #1718-08

FOR

COOPERATIVE FOOD AND GROCERY

**BID SUBMISSION/OPENING DATE: TUESDAY, JUNE 6, 2017 AT 1:00 PM**

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DUTCHESS BOARD OF COOPERATIVE EDUCATIONAL SERVICES

5 BOCES Road  
Poughkeepsie, NY 12601

BIDS TO BE OPENED

DATE: **Tuesday, June 6, 2017**  
TIME: **1:00 PM**  
PLACE: BOCES Administration Building Conference Room

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

**COOPERATIVE FOOD AND GROCERY**

Contract Period:

Contract Period: July 1, 2017 through June 30, 2018

The undersigned agrees to supply the product described herein 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.

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

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

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

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

E-mail: \_\_\_\_\_

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

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

DO NOT SEPARATE THESE SHEETS.

BIDDERS ARE REQUIRED TO RETURN ONE FULLY COMPLETED HARD COPY AND ELECTRONIC COPY OF THE **BID SPECIFICATIONS** AND THE **BID ITEMS DOCUMENT** WHICH INCLUDES FOOD ITEMS, NOI ITEMS AND NON-FOOD % OFF MFR LIST. SEE PAGE 3 OF THIS DOCUMENT FOR FULL REQUIREMENTS FOR SUBMISSION OF BIDS. AN **ELECTRONIC COPY IN EXCEL FORMAT** OF THE **FOOD ITEMS, NOI ITEMS AND NON-FOOD BID % OFF MFR LIST**, MUST ALSO BE SUBMITTED WITH THE HARD COPY. BE SURE TO CAREFULLY READ ALL SECTIONS OF THIS DOCUMENT INCLUDING THE INSTRUCTIONS TO BIDDERS. **BIDS THAT DO NOT INCLUDE AN ELECTRONIC COPY WILL BE CONSIDERED NON-COMPLIANT.**

TO BE PURCHASED BY: Dutchess Board of Cooperative Educational Services (BOCES) and its component districts.

**NOTICE TO BIDDERS**

The Dutchess 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 BOCES for:

**COOPERATIVE FOOD AND GROCERY**

Bid forms may be obtained from the offices of Dutchess BOCES, 5 BOCES Road, Poughkeepsie, New York, 12601 upon request or on our website at [www.dcboce.org](http://www.dcboce.org). Bid requests and Award Notices will not be mailed.

The **Bid Items Document** that is included in the bid documents shall be completed electronically in Excel and submitted on a flash drive (supplied by the bidder) in addition to the signed hard copy and electronic copy of the **Bid Specifications**. Sealed bids on the forms provided are to be sent to Barbara Costakis, Purchasing Agent, Dutchess BOCES, 5 BOCES Road, Poughkeepsie, New York, 12601 by **Tuesday, June 6, 2017 at 1:00 PM.**

Please note that the envelope shall be clearly marked on its face with the name of person, firm, or corporation submitting a bid, BID #1718-08 Cooperative Food & Grocery, Bid Opening on 6/6/2017 at 1:00 PM. This includes marking the outside of any express mail envelope that may be used.


**Facsimile, telephone, or verbal bids or any modifications of Bid Documents will not be accepted or considered. Bids that do not contain both a completed, signed hard copy and a completed electronic of the bid specs and supporting documents, will not be accepted.**

The bids will be publicly opened and read at the Administration Building of Dutchess BOCES on **Tuesday, June 6, 2017 at 1:00 PM.**

The Dutchess BOCES Board reserves the right to reject any and all bids.

DUTCHESS BOCES

By: \_\_\_\_\_



Barbara Costakis, Purchasing Agent

**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 school district wishing to utilize this bid must first 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:*

Dutchess County BOCES  
5 BOCES Road  
Poughkeepsie, NY 12601-6599

Arlington Central Schools  
144 Todd Hill Road  
LaGrangeville, NY 12540

Poughkeepsie City Schools  
11 College Avenue  
Poughkeepsie, NY 12603

Beacon City Schools  
10 Education Drive  
Beacon, NY 12508

Red Hook Central Schools  
9 Mill Road  
Red Hook, NY 12571

Dover Union Free Schools  
2368 Route 22  
Dover Plains, NY 12522

Rhinebeck Central Schools  
P.O. Box 351  
Rhinebeck, NY 12572

Hyde Park Central Schools  
PO Box 2033  
Hyde Park, NY 12538

Spackenkill Union Free Schools  
15 Croft Road  
Poughkeepsie, NY 12603

Millbrook Central Schools  
PO Box AA – Alden Place  
Millbrook, NY 12545

Wappingers Central Schools  
25 Corporate Park Drive  
Hopewell Junction, NY 12533

Pawling Central Schools  
515 Route 22  
Pawling, NY 12564

Webutuck Central Schools  
194 Haight Rd. - PO Box 405  
Amenia, NY 12501

Pine Plains Central Schools  
2829 Church Street  
Pine Plains, NY 12567

## **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.

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**

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, which is being held on:

**Tuesday, June 6, 2017 at 1:00 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.

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.

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.

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.

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

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.

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.

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.

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.

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.

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

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.

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 other municipal or New York State Contracts, if such items can be obtained on the same terms, conditions, specifications, and at a lower price.

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. In the event that two or more Bidders submit identical Bids as to price, the decision of Dutchess BOCES to award a Contract to one of such Bidders shall be final.

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.

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.

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.

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

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, including but not limited to providing dispensers for paper towels, napkins, etc., shall be included in the bid price.**

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 price for installation. The time and date of installation must be approved by the School District prior to starting any installation.

The placing in the mail the notice of award or purchase order to a successful bidder at 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.

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. 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.

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.

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**

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 7:00 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.

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.

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.

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.

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



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

### **PAYMENT**

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

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 Cost Summary Sheet. In the event pricing does not match what is provided in the Cost Summary 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.

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.

No payment shall be made until all equipment is installed and operating to the satisfaction of the school district.

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**

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 free from blame in any one and/or series of occurrences involving sickness and/or personal injury.

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

## **LETTER OF CREDIT OR BOND**

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

## **PREVAILING WAGE RATES**

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.

- A. Contractors are responsible for paying all applicable prevailing rates throughout the term of the contract.
- B. A verified statement of payment of prevailing rates by the Contractor (Article 8 only) MUST be submitted to Dutchess BOCES in order for payment to be made.
- C. Prevailing Wage Rates are incorporated into this document in accordance with the New York State Labor Law.

## **BUY AMERICAN PROVISION**

Vendor(s) agree to provide products that meet the Buy American Provision which is detailed on Page 19 of this document, under the **SCOPE OF SERVICES**.

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

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.

**COOPERATIVE FOOD AND GROCERY BID #1718-08**  
**SCOPE OF SERVICES**

**PURPOSE**

The purpose of this Bid is to contract with a qualified vendor(s) to provide pricing for food and related food products as indicated in these specifications, for use in food preparation for Dutchess BOCES and the Cooperative Bidding Program participating school districts.

**CONTRACT TERM**

The term of this Contract shall be for twelve (12) months, from July 1, 2017 through June 30, 2018. This contract may be extended by mutual agreement between both parties for up to two(2) one(1)-year periods.

**ITEMS REQUIRED/REQUIREMENTS**

All items included in this bid are listed on the attached **BID ITEMS DOCUMENT**. For the **FOOD ITEMS** bid to be considered, you must complete the stock no., unit price and total price for each item you wish to bid on. For all food items bid, you must indicate whether or not the product meets the Buy American Provision. You must also list the brand if you are bidding on a brand other than requested. You must bid on the pack size listed.

If you are interested in bidding on the **NOI ITEMS** (Net Off Invoice), please complete the NOI ITEMS page of the BID ITEMS DOCUMENT. This portion of the bid is for government commodities that are diverted for further processing. If you do not wish to participate in this portion of the bid, simply leave it blank.

For the non-food portion of the bid, **NON-FOOD BID % OFF MFR LIST**, please verify that the brand bid meets the Buy American Provision, indicate what percent discount off of manufacturer's list price you are offering. We are asking vendors to enclose either a hard copy or electronic copy, of the actual items available as well as the bid price for these items. We have included our **PRIOR YEAR NON-FOOD USAGE INFO** for your information.

The brands listed in this bid are accepted by the various Food Service Managers and are part of an extensive nutritional analysis and meet the requirements of the NYS Department of Education Child Nutrition Program as well as those of the USDA. No Other Brand will be accepted unless approved by the Food Service Directors. If you do not submit the listed brand, you must list your brand in column title BRAND BID AND/OR UNIT OF MEASURE. In addition, **you must send a full specification sheet and nutritional break down sheet with bid**. Upon request, you must also submit samples of specified items in order for the item to be accepted. Delivery of non-approved brands will be cause for rejection of any future bids submitted. Dutchess BOCES reserves the right to request Nutrition Information for all food items on this bid.

The term "**Packer's label**" is not acceptable. A vendor may propose a brand name only, and packaging must include full nutritional information. Upon request, the vendor shall submit proof of source of supply or inspection certificate of USDA, at vendor's expense. All products must bear

commercial labels. Labels must specify kind, variety, grade, style, place of origin, net contents, and name of manufacturer, paper or distributor. Specify label on bid.

The participating school districts reserve the right to cancel all contract items by the amount of those items or comparable items received by their school under the United States Department of Agriculture Food Distribution Program or available under State Contract.

### **SUBMISSION OF COST SUMMARY SHEET**

All bids must be submitted on and in accordance with the forms provided by Dutchess BOCES. If the bidder proposes to furnish the article which is specified, he is to fill in the amount on the line indicated.

The bidder shall insert the price per stated unit and the extension against each item in the schedules hereto annexed, which he proposes to furnish, deliver and install, where called for. In the event of a discrepancy between the unit price and the extension, the unit price will govern.

All prices quoted must be "per unit" as specified (e.g. do not quote "per case" when "per dozen" is requested; otherwise the bid may be rejected).

### **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, country of origin, and 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**

Dutchess BOCES reserves the right to request samples of items quoted. Requests may be made prior to the award or before shipments are made. Samples when requested must be furnished within five (5) days of request at the place and in the amounts specified in the request. Samples shall be the exact quality, brand, mixture, and pack to be furnished for the term of the contract.

All samples MUST be submitted in the original container and labeled as follows:

Name of Product  
Weight (where required)  
Bid Number  
Name of Vendor

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.

**ORDERS & DELIVERY**

Orders may be written, telephoned or faxed. The participating districts retain the option of calling in an emergency order on three (3) days notice. When the successful bidder is unable to deliver the merchandise within the three day period, permission is granted to secure the emergency foods on the open market at no expense to the bidder. The successful bidder guarantees that all items delivered will be the same as the accepted bid sample and according to specifications. Initial orders will be placed by the school promptly after award. Follow-up orders will be placed as required with a delivery date not to exceed five (5) days, and to be bettered when possible.

**Bidders must agree to a minimum of one delivery per week per delivery site. DELIVERIES WILL ONLY BE RECEIVED BETWEEN THE HOURS OF 7:00 AM TO 2:00 PM, at locations designated by the Food Service Manager of Dutchess BOCES and/or of participating districts, or their designee.** Any deviation from this schedule must be approved by the school district prior to each delivery. Bidders are required to notify each individual school district when there is any deviation to their normal delivery schedule (ie. Holiday).

Any failure on the part of the bidder to deliver commodities within the time indicated in the proposal shall be a cause for the Board of Education to cancel such award. Any extension in time must be requested in writing and approved by the Board of Education.

Items shall be securely and properly packed for shipment, storage and stacking in new shipping containers and according to accepted commercial practice without extra charges for the packaging. Deliveries of perishable items shall be made in a refrigerated vehicle: temperature of frozen items shall not exceed 0 degrees F and the temperature of fresh items not to exceed 40 degrees F. It is the responsibility of the successful bidder to deliver all items in good condition to the point of destination. The receiving supervisor has the right to accept or decline any item(s) which do not meet the quality standards of the School District. When materials, equipment or supplies are rejected, they must be removed by the successful bidder from the School District premises within five (5) days of

written notification from the District. If not removed within five (5) days they will be considered abandoned and the District has the right to dispose of them.

Unloading and placing of the supplies in the designated area is the responsibility of the successful bidder. It is not the responsibility of the School District for unloading, placing of supplies or provision of unloading equipment. **SIDEWALK AND DOOR DELIVERIES WILL NOT BE ACCEPTED.** Failure to make deliveries at the designated times in the correct amounts to the storage areas may be deemed a breach of contract. For the balance of the contract period, the District may purchase on the open market, the difference between the contract price and the purchase price to be paid by the original contractor.

Frequent rejection of shipment, delivery truck breakdowns, or other interruptions in delivery may be considered just cause for the termination of the contract. In the event of a delivery truck breakdown prior to delivery, the Administrator for Food & Nutrition Services must be notified immediately.

The contractor agrees that the Administrator for Food & Nutrition Services shall be the ultimate judge of acceptability of all materials.

### **FREIGHT**

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

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.

### **BILLING AND PAYMENT**

**Two (2) copies** of invoices are to accompany deliveries, clearly marked with quantity, unit price, extension and total. Invoices will be returned for correction unless they contain the following information: Description of Item, Quantity, Unit, Price, Extension and Total; Itemized Deliveries by Schools, Composite of ALL Schools.

Credits for damaged items, short items or wrong items shipped, must be submitted in writing, within five (5) days of notification by District.

Monthly statements are to be sent and received no later than four (4) days after the first of each month. Payments, in full, will be made only upon final acceptance of items as shown on each purchase order and/or contract.

No Federal or State taxes are to be added to any invoice.

### **LAWS**

All supplies shall comply in all respects to the standards and regulations established by Federal or New York State Laws, including the Federal Food, Drug and Cosmetic Act, and subsequent decisions of the U.S. Department of Agriculture and the Board of Health.

## **ESCALATOR CLAUSE**

Meat, poultry and eggs items highlighted in yellow on the Bid Items Summary Sheet will be priced monthly. Successful bidder will notify Barbara Costakis, Purchasing Agent, at Dutchess BOCES via email each month for the next month's pricing.

For all other items, if the cost of the item goes up by a percentage greater than 20% of the original bid price and the successful bidder must increase the price during the duration of the bid period, the bidder must give the district a thirty (30) day written notice of any price increase, including a copy of the notice to be directed to the Purchasing Agent at Dutchess BOCES via Certified/Return Receipt US mail.

Proof of the need for an increase MUST accompany the notice in the form of actual manufacturer invoices to the distributor showing the increase cost. The increase accepted by the district shall be limited to said amount. Upon receipt of written notice, the district will either: accept the price increase, offer the bid to the next lowest bidder or bidders, or conduct a new bid, at the discretion of the Food Service Manager.

Under no circumstances will price increases be accepted without a thirty (30) day notice.

## **ESCALATOR CLAUSE - (MILK and DAIRY ONLY)**

The basis of this section will be the Announcement of Advanced Prices and Pricing Factors for June 2017, released on May 17, 2017.

It is hereby established that the prices quoted in this section are based on the Federal Milk Order No.1. Northeast Marketing Area, Class 1 price of \_\_\_\_\_, based on the selected location of \_\_\_\_\_. This price and location are to be consistent for the extent of the contract. If the Class 1 price is thereafter increased or decreased, the amount of the change in price shall be added or subtracted from the rate of payment under this contract, in accordance with the "Class 1 Retail Price Conversion Template" provided by the USDA on website [www.fmmone.com](http://www.fmmone.com).

Proof of the need for an increase/decrease, must be documented by the change in price from the Federal Milk Order No. 1 and using the USDA template mentioned above. The bidder must disclose their formula for the increase when requested. The successful bidder must give 15 days written notice of any price changes. Upon receipt of written notice from the vendor, the school district reserves the right to reject the cost increase and rebid the items in question with 30 days notice to the company. Under no circumstances will the price increase be accepted without a fifteen (15) day notice.

## **AWARD AND RESERVATION OF RIGHTS**

Awards will be made, either line item or sub-category, 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 cost summary sheets, but said item could be considered similar to one listed on the cost summary sheets, the awarded bidder shall offer the unlisted item at the same discount structure as the item listed on the cost summary 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 in Excel format 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 July 1, 2017 through February 28, 2018 shall be compiled and delivered by the successful vendor(s) to the Purchasing Agent of Dutchess BOCES at 5 BOCES Road, Poughkeepsie, New York 12601 or emailed to [barbara.costakis@dcboces.org](mailto:barbara.costakis@dcboces.org) by close of business on **March 8, 2018**. If the contract is extended, Usage Reports will be required for the July 1 through February 28 period of each extension year. 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 RATES**

Not applicable

**CONFLICTING TERMS**

If any terms contained within the General Terms and Conditions conflict with these Specifications, these Specifications 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 on or before May 25, 2017 at 12:00 PM to:

Ms. 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)

## **BUY AMERICAN PROVISION**

The District participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food services funds, to the maximum extent practical, to buy domestic commodities or products for Program meals.

Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336) added a new provision, Section 12(n) of the NSLA (43 USC 1760(n)), requiring School Food Authorities to purchase domestically grown and processed food, to the maximum extent practicable. NSLA defines “domestic commodity or product” as one that is produced and processed in the United States substantially using agricultural commodities that are produced in the United States as provided in 7 CFR Part 210.21(d). “Substantially” means that over 50% of the final processed product consists of agricultural commodities that were grown in the USA. Products from Guam, American Samoa, Virgin Islands, Puerto Rico and the Northern Mariana Islands are allowed under this provision as territories of the United States.

**Vendors are required to specify for each of their bid items whether the item meets this requirement or not. Failure to provide this information could result in vendor’s bid for that item to be rejected.**

**COOPERATIVE FOOD AND GROCERY BID #1718-08**  
**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

\_\_\_\_\_  
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: \_\_\_\_\_

**COOPERATIVE FOOD AND GROCERY BID #1718-08**  
**Statement of "No Bid" Form**

To be received by June 6, 2017

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  
Purchasing Agent  
5 BOCES Road  
Poughkeepsie, New York 12601