

NOTICE TO PROPOSERS

RFP 2526-24

Local Food & Grocery Small Quantity Vendor

The **Dutchess County Board of Cooperative Educational Services (Dutchess BOCES)** in accordance with Section 103 of Article 5-A of the General Municipal Law, hereby invites the submission of sealed proposals to provide the sale of food & grocery items in retail quantities for retail purchase by Dutchess BOCES personnel.

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

This Request For Proposals is being offered by Dutchess County Board of Cooperative Educational Services (Dutchess BOCES) through Michael Maher, Purchasing Agent. Sealed proposals, on the forms provided, are to be filed with the same, and will be publicly opened at the Dutchess BOCES Administration Building at 12:30 p.m. on September 16, 2025.

Point of Contact for this RFP is:

Dutchess BOCES

ATTN: Michael Maher, Purchasing Agent 5 BOCES Rd, Poughkeepsie, NY 12601 Email: michael.maher@dcboces.org
Phone: 845.486.4800 ext. 2262

Point of Contact for Technical Questions is:

Dutchess BOCES

ATTN: Holly Peters-Heady, Director of Technology

5 BOCES Rd, Poughkeepsie, NY 12601 Email: holly.petersheady@dcboces.org

Phone: 845.486.4800 ext. 2231



RECEIPT CONFIRMATION FORM

PLEASE COMPLETE AND RETURN THIS FORM ASAP RFP NUMBER: #2526-24 TITLE: Local Food & Grocery Small Quantity Vendor

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

	COMPANY NAME						
	ADDRESS						
	CITY STATE			ZIP			
	POC:	TITLE:	TITLE:				
	PHONE:						
	EMAIL:						
	We intend to submit a proposal no later than 12:30 p.m. on Sep. 16, 2025.						
	I understand that all communications related to this request will be sent to the email address I provided, and I authorize Dutchess BOCES to do so.						
	We DO NOT intend to submit a proposal in response to this request.						
	Dutchess BOCES is interested in the indicate your reason(s) by checking all		iate item(s) b				
	Insufficient time allowed for prepara of proposal.	ation	_	ies too small			
	We do not offer these goods/services.						
	Insurance requirements are restrictive.	too					
	Bond requirements are too restricting	Ţ.					
	Workload does not allow us to propostime.	se at this					
	Specifications unclear or too restrictive	ve.					



1. INSTRUCTIONS TO PROPOSERS

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

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

All proposals become the property of Dutchess BOCES and may be subject to disclosure under the New York State Freedom of Information Law (FOIL), Public Officers Law §84–90.

Proposal Due Date: September 16, 2025 at 12:30 p.m.

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

Proposal Format: All proposals must be **sealed and clearly labeled** as:

"RFP# 2526-24 - for Local Food & Grocery Small Quantity Vendor"

Proposals must inclu	ıde:
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IRS Form W-9
Proposers are required to submit one completed hard copy of the Certifications Packet, attached to this RFP with all pages properly and legibly completed with the appropriate signatures.
Certificate(s) of Insurance (COI)
Proposal packet to include itemized pricing, with labor separated.

2. INTRODUCTION & BACKGROUND

BOCES are cooperative associations of school districts established by NYS law to share services more efficiently and economically. Dutchess BOCES Purchasing manages procurement for all programs and operations, leveraging collective buying power to achieve best value for Dutchess BOCES and its component districts.

3. SCOPE OF SERVICES

General Description

Dutchess BOCES seeks proposals from qualified food and grocery vendors to provide small-quantity grocery items, in retail or other vendor-available units of issue, on an as-needed basis. This contract is intended to support the various departments of Dutchess BOCES in



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Local Food & Grocery Small Quantity Vendor

meeting emergent or supplemental grocery needs that cannot reasonably be met through existing bulk food contracts.

Goods to be Provided

Vendors must make available the full range of food and grocery items ordinarily carried for sale at their retail establishment, including but not limited to dairy, produce, bakery, meat, pantry staples, beverages, and other food products.

Non-grocery items, including but not limited to household goods, floral products, gifts, seasonal/home & garden items, or any other non-food retail offerings, are excluded from the scope of this contract.

Pricing Proposal

Vendors shall provide pricing in the form of a discount from their publicly available retail shelf price at the time of purchase.

Base Discount: Vendors must propose a blanket percentage discount applicable to all eligible food and grocery items within the scope of this solicitation. A base discount of 0% is acceptable.

Optional Detailed Discounts: Vendors may also propose a more detailed discount structure (e.g., by brand, commodity, or product category). Any detailed discount schedule must be submitted on vendor-provided documentation and must clearly define the items, brands, or categories covered. The base discount will apply to all items not specifically covered by the detailed discount structure.

Regardless of the discount structure, all invoices must show the shelf price, discount applied, and net price charged to Dutchess BOCES for each item purchased.

Discount Basis and Sale Pricing

All contract discounts shall be applied to the vendor's publicly available retail shelf price in effect at the time of purchase.

If a temporary promotional or sale price is available to the general public that is lower than the discounted contract price, Dutchess BOCES shall receive the benefit of the lower sale price.

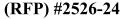
Discounts shall not be applied to promotional or sale prices; Dutchess BOCES shall be charged the lowest of either (a) the discounted retail shelf price or (b) the promotional/sale price.

All discounts must be applied consistently at each of the vendor's retail locations included under this contract.

House Account & Purchaser Controls

The vendor shall establish a single house account for Dutchess BOCES.

- Authorized purchasers shall be designated in writing by Dutchess BOCES. The vendor shall accept only written designations issued on official Dutchess BOCES letterhead and from an official Dutchess BOCES email account, if sent electronically.
- Vendor shall provide a process for immediate (same business day) deactivation of lost or stolen cards/credentials upon notification by Dutchess BOCES.





- Purchases are restricted to food and grocery items as defined in the "Goods to be Provided" section of this RFP. Non-food retail items are not authorized and shall not be charged to the account.
- Vendor shall provide itemized monthly invoices showing each transaction, including date, items purchased, unit price, discount applied, net price, and the authorized purchaser's name. Dutchess BOCES reserves the right to request supporting receipts for audit purposes.
- Dutchess BOCES reserves the right to audit individual purchaser activity at any time.

Access and Pickup Requirement

- Vendor must operate a physical retail facility within Dutchess County or a contiguous county that is accessible to Dutchess BOCES staff during normal business hours.
- Authorized BOCES purchasers will shop in-store, selecting items directly from available inventory. The vendor must allow such purchases to be charged to the Dutchess BOCES house account at the point of sale.
- If Vendor operates multiple retail locations within the defined geographic area, all such locations must honor the contract, accept the Dutchess BOCES house account, and allow authorized purchasers to make in-store account purchases.
- Delivery service is not required, nor authorized to be paid for, under this contract.

Usage & Quantities

Purchases will generally be in small quantities, defined as retail packaging or other vendor-available units of issue, and are not intended to constitute bulk or wholesale case-lot orders.

Actual purchase volume will vary based on programmatic needs; past annual expenditures under similar arrangements have ranged from approximately \$10,000 to \$15,000. No minimum purchase quantity or spend is guaranteed under this contract.

Contract Period

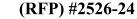
The initial term of the contract shall be for three (3) years, commencing on or about 1 November, 2025, and ending on 31 October, 2028.

Dutchess BOCES reserves the right, upon mutual written consent of both parties, to extend the contract for one (1) additional two-year term, for a maximum contract length of five (5) years in total.

Any extension shall be subject to mutual agreement, satisfactory performance, continued need, and annual appropriation of funds.

Dutchess BOCES shall provide written notice of its intent to exercise an extension option at least sixty (60) days prior to the expiration of the then-current contract term.

4. GENERAL INFORMATION





Contract Formation

By submitting a proposal, the vendor agrees that all terms, conditions, and specifications of this RFP, including any addenda, will be binding upon award.

Proposers must complete the Certifications and General Conditions packet, and it must be returned with the proposal to constitute a responsible submission.

Exceptions to Requirements

Vendors unable to meet any RFP requirement should identify exceptions in their proposal. Dutchess BOCES reserves the right to determine whether such exceptions are acceptable.

Failure to note exceptions may be interpreted as full compliance.

Compliance with Labor Law

This procurement does not involve construction, repair, or maintenance as a public works. It is for the purchase of food and grocery items, which is a commodity procurement. Therefore, it has been determined that the prevailing wage requirements of NYS Labor Law §220 do not apply.

5. QUALIFICATIONS & REQUIREMENTS

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

- Vendors must hold all required and valid licenses and permits under applicable federal, New York State, and local laws
- Vendors should have a minimum of three years' experience providing similar services.
- Dutchess BOCES reserves the right to disqualify proposers based on negative reference checks or unsatisfactory past performance.

6. CONTRACTOR RESPONSIBILITIES

The contractor shall be responsible for ensuring that all purchases under this contract are made in accordance with the scope of services, account controls, and discount terms specified herein. The contractor must maintain accurate invoicing, safeguard account integrity, and provide timely customer service to resolve discrepancies.

7. CONTRACT RETENTION & TERMINATION CONDITIONS

Termination for Convenience

Dutchess BOCES may terminate this contract at any time with thirty (30) days' written notice. Contractor will be paid for accepted services performed up to the termination date. No payment will be made for anticipated profit or work not performed.

Effect of Termination

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



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damages	beyond	payment	for	services	accepted	and	rendered.
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8. INSURANCE & COMPLIANCE REQUIREMENTS

The successful proposer shall maintain, at its own expense, Commercial General Liability insurance with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, along with Workers' Compensation and Disability coverage as required by New York State law, for the duration of the contract. Certificates of Insurance shall be provided upon award, and Dutchess BOCES reserves the right to request updated certificates at any time during the contract term.

9. DISPUTE RESOLUTION

Unresolved disputes after 120 days shall be resolved by binding arbitration under the rules of the American Arbitration Association in New York State. The arbitrator's decision is final. Each party bears its own legal costs, and arbitration fees are shared equally unless otherwise directed.

10. AWARD AND RESERVATION OF RIGHTS

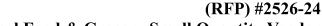
Evaluation Process

Responsive proposals will be evaluated on a best-value basis, in accordance with New York State General Municipal Law §103. Evaluation criteria may include, but are not limited to, the following:

- **Pricing and Discounts (35%)** Competitiveness and clarity of the proposed discount structure; transparency in application of discounts to retail shelf price; treatment of sale/promotional pricing.
- Variety and Availability of Items (20%) Breadth and consistency of grocery and food items carried; ability to meet diverse program needs, including emergent or specialty items.
- Accessibility and Convenience (20%) Location of retail facilities within Dutchess or contiguous counties; hours of operation; ease of in-store purchasing by staff; availability of multiple store locations.
- Account Management and Controls (15%) Ability to establish and manage a house account; purchaser identification controls; clarity of invoicing and reporting.
- Experience and Reputation (10%) Demonstrated experience with similar clients; references; reliability of service.

Right to Reject

Dutchess BOCES reserves the right to reject any or all proposals, to waive technicalities, and to accept the proposal deemed to provide the best value and in the best interest of Dutchess BOCES.





Board Approval and Award

No award shall be made without the formal approval of the Dutchess BOCES Board of Education. The award shall be contingent upon such approval and upon the availability of appropriated funds. A contract shall not be formed until a purchase order or written agreement is executed by Dutchess BOCES.

Notification

The successful vendor will be notified of award via email following Board approval. Unsuccessful proposers will also be notified in writing via email after the award decision is finalized. Upon award notification, the selected vendor must be prepared to provide service and set up purchaser accounts no later than the contract start date.

Conflicting Terms

In the event of a conflict between the General Terms and Conditions and the detailed proposal Specifications, the provisions of the proposal Specifications shall prevail.

Dutchess BOCES reserves the right to resolve any ambiguity or conflict in the proposal documents in the manner deemed most favorable to the agency.

Timing

Dutchess BOCES may make awards within ninety (90) days of proposal opening. Proposals may not be withdrawn during this period.

11. PAYMENTS

No payments will be made without an itemized invoice against a properly issued purchase order. Vendors acknowledge that no goods or services are to be provided until and unless a valid purchase order has been received.

Payments will be made on a per-invoice basis with net forty-five (45)-day terms. Vendors are encouraged to offer discounts for prompt payment (e.g., 5% 15 Net 45); however, Dutchess BOCES shall not be bound to any payment term shorter than forty-five (45) days.

NON-APPROPRIATION CLAUSE

This contract is subject to the availability of funds. Dutchess BOCES shall not be liable for any purchase or contract for which funds are not appropriated or encumbered. Payment is only authorized upon issuance of a valid purchase order. In the event funding is withdrawn or a purchase order is canceled, Dutchess BOCES shall be liable only for documented costs incurred up to the date of cancellation, and shall not be responsible for lost profits or future damages.



CERTIFICATIONS REQUIRED FOR PROPOSAL SUBMISSION

Instructions

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

Included Certifications

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

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



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

- a. Once Dutchess BOCES has opened proposals, there can be no changes to price or terms outside of legally permitted items. In addition, there are no provisions to cancel after an award is made, except by Dutchess BOCES, which maintains a unilateral right to cancel for any reason or no reason at all.
- b. Facsimile, telephone, or verbal proposal or any modifications of proposal documents will NOT be accepted or considered.
- c. Vendors may not alter the proposal documents. Any requested modifications must be submitted in a separate document with the proposal. Dutchess BOCES reserves the right to deem such proposals non-responsive.
- d. Proposals received after the time stated for the proposal opening date in the Notice to Vendors will NOT be considered. The vendor retains all responsibility for proper timely submission..
- e. Dutchess BOCES will interpret the submission of a proposal to mean that the vendor is fully informed as to the extent and character of the services, supplies, materials, and equipment required and that the vendor can furnish the same in complete compliance with the specifications.
- f. Vendors on the NYS Labor Department or Workers' Compensation Debarment Lists are ineligible for award. By submitting a proposal, the vendor affirms that they are in good standing with both agencies as of the proposal date.
- g. No charges will be allowed for federal, state, or municipal sales and excise taxes, from which the political subdivisions are exempt, or for any portion of a gross receipts tax, MTA surcharge or other tax or surcharge imposed upon the vendor.
- h. Dutchess BOCES reserves the right to award this contract to one or more responsive and responsible proposers, if determined to be in the best interest of Dutchess BOCES. Dutchess BOCES may also reject proposals and purchase services under an existing County or New York State contract if such services are available on equivalent terms, at a lower price.
- i. Selection of the awarded proposal will be made in accordance with New York General Municipal Law §103 and all other applicable laws and regulations, on either a lowest responsible bidder or best value basis, as specified in the solicitation..
- j. To ensure compliance, vendors must provide all required documentation demonstrating their ability to fulfill the contract's requirements at their proposal price.
- k. Prices, and all required information, except signature of proposer, should be typewritten or printed for legibility. All signatures must be written.
- 1. Failure to respond to a notice of award does not release the vendor from its obligation to perform under the terms of its submitted proposal. Upon notification of award, the vendor has three (3) business days to make a formal written dispute. If no dispute is submitted within this period, the vendor shall be deemed to have accepted the award and must fulfill all contractual responsibilities. Notice of award will be via email.
- m. Even when awarded the contract, the selected vendor(s) will not perform under this contract without an Issued Purchase Order.
- n. It is mutually understood and agreed that the selected vendor shall not assign, transfer, convey, sublet or otherwise dispose of the contract or their right, title, or interest therein, or



their power to execute such contract, to any person, company or corporation without the previous written consent of Dutchess BOCES.

- o. Payments of any invoice shall not preclude Dutchess BOCES from making claim for adjustments on any item found not to have been in accordance with general terms and conditions and scope of services.
- p. This contract may be made available to other political subdivisions in accordance with GML \$103(16), subject to mutual agreement. This practice, commonly referred to as "piggybacking" is subject to the vendor's approval of the other entity to purchase under this contract and the terms and conditions remain intact if authority is granted. Dutchess BOCES assumes no responsibility for payment or other obligations of any other entity allowed to purchase under this "piggybacking" clause.
- q. Contractor personnel performing work under this agreement may be required to submit to criminal background checks in accordance with the SAVE Act and Education Law §305(30).
- r. Dutchess BOCES reserves the right to request additional documentation or clarification from proposers as necessary to evaluate logistical capacity and service feasibility. Failure to demonstrate the ability to meet SLA may result in a determination of non-responsibility.
- s. Dutchess BOCES reserves the right to reject any or all proposals, to waive minor irregularities, and to award a contract deemed to be in the best interest of the District, in accordance with New York State General Municipal Law §103.
- t. All materials submitted in response to this RFP shall become the property of Dutchess BOCES and may be subject to disclosure under the New York State Freedom of Information Law (FOIL), Public Officers Law § 84–90. By submitting a proposal, the vendor acknowledges and agrees that Dutchess BOCES is a public entity and is obligated to comply with FOIL.

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

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

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

Company:	
Title:	
Signature:	
Name:	
Date:	



BIDDER RESPONSIBILITY QUESTIONNAIRE

COMPANY NAME:					
ADDRESS:					
CITY: STATE:		•	ZIP:		
POC:		TITLE:			
PHONE:		FAX:			
EMAIL:		Years in business under current name:			
BUSINESS REFERENCE 1:		BUSINESS REFI	ERENCE 2:		
Please attach additional references or more details when applicable. Legal & Compliance I have read the terms and conditions of this RFP and agree to them No bankruptcy, liens, or judgments in past 5 years Not debarred or suspended by any agency This bid is valid for no less than 90 days from the scheduled Bid Opening Pricing for the term is fixed per this RFP terms No terms or stipulations added to this proposal are binding unless agreed in writing This contract does not guarantee funding beyond the current fiscal year. All purchases are subject to budget availability and issuance of a valid purchase order. Comments:					
The undersigned agrees to supply the service and products bid, as agreed upon in final contract and pursuant to the terms of this Request For Bid.					
SIGNATURE NAME TITLE			TITLE		



Non-Collusive Bid Certification

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

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

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

Company:	
Title:	
Signature:	
Name:	
Date:	

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

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



Date:

FORMAL SOLICITATION (RFP# 2526-24) GENERAL TERMS AND CONDITIONS

IRAN DIVESTMENT ACT CERTIFICATION

Pursuant to New York State Finance Law §165-a (the "Iran Divestment Act of 2012")

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

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

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

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

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

Bidder Certification (Check One): I certify that the bidder is not on the Prohibited Entities List and is in full compliance with the Iran Divestment Act. I cannot certify compliance. An explanation is attached. Company: Title: Signature: Name:



Sexual Harassment Prevention Certification

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

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

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

Company:	
Title:	
Signature:	
Name:	
Date:	

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

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



CONFLICT OF INTEREST DISCLOSURE STATEMENT

PLEASE COMPLETE A OR B BELOW:

	ons or financial interests exist between myself and any segment of Dutchess any employee, board member or elected official of Dutchess BOCES.
Company:	
Title:	
Signature:	
Name:	
Date:	
Explain Here:	
Company:	
Title:	
Signature:	
Name:	
Date:	