**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: 2425-08**

**TITLE: Cooperative Fresh Baked Pizza**

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

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

**Company Name:**

**Address:**

**City, State, Zip Code:**

**Contact Person:**

**Title:**

**Phone Number:**

**Fax Number:**

**Email Address:**

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

**Email:**

**Other (specify):**



BID #2425-08

FOR

COOPERATIVE FRESH BAKED PIZZA

BID SUBMISSION/OPENING DATE:

**WEDNESDAY, JULY 17, 2024 AT 11:00 AM**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DUTCHESS BOARD OF COOPERATIVE EDUCATIONAL SERVICES

5 BOCES Road

Poughkeepsie, NY 12601

BID SUBMISSON/OPENING DATE: **Wednesday, July 17, 2024 AT 11:00 AM .**

PLACE: Dutchess BOCES Administration Bldg.

DUTCHESS BOARD OF COOPERATIVE EDUCATIONAL SERVICES (BOCES)

5 BOCES Road

Poughkeepsie, NY 12601

**COOPERATIVE FRESH BAKED PIZZA BID**

Contract Period: September 1, 2024 through August 31, 2025

Option: Three (3) One-Year Extensions

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 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 Board of Cooperative Educational Services (Dutchess BOCES) and its component districts.

**NOTICE TO BIDDERS**

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

**COOPERATIVE FRESH BAKED PIZZA**

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.dcboces.org.

Sealed bids on the forms provided are to be filed with **Dutchess BOCES, ATTN: Barbara Costakis, Purchasing Agent, 5 BOCES Road, Poughkeepsie, New York, 12601**. The envelope must also state **Dutchess BOCES Bid #2425-08 Cooperative Fresh Baked Pizza, Bid Opening July 17, 2024 at 11:00 AM.**

The bids will be publicly read and opened at the Administration Building of Dutchess BOCES at 11:00 AM on Wednesday, July 17, 2024. Formal approval of the bid award will be made by the Dutchess BOCES Board of Trustees.

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

DUTCHESS BOARD OF COOPERATIVE EDUCATIONAL SERVICES



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 non-component 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:*

Arlington Central School District

Beacon City School District

Dover Union Free School District

\*Dutchess BOCES

Hyde Park Central School District

\*Millbrook Central School District

Pawling Central School District

Pine Plains Central School District

\*Poughkeepsie City School District

Red Hook Central School District

Rhinebeck Central School District

\*Spackenkill Union Free School District

Wappingers Central School District

Webutuck Central School District

**INSTRUCTIONS TO BIDDERS**

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

Once Dutchess BOCES has opened bids, there can be no changes to price or terms, unless clearly specified in this document. In addition, there are no provisions to cancel after an award is made, except by Dutchess BOCES, which maintains a unilateral right to cancel or extend in accordance with the terms of this RFB.

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, which is being held on:

**Wednesday, July 17, 2024 AT 11:00 AM**

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, at 5 BOCES Road, Poughkeepsie, New York, 12601** on or before the hour and day stated above, and the envelope shall be clearly marked on its face with (i) the name of person, firm, or corporation submitting a bid, (ii) **BID #2425-08 COOP FRESH BAKED PIZZA**, and (iii) THE **BID OPENING DATE 7/17/24 AT 11:00 AM**. This includes marking the outside of any express mail envelope that may be used.

3. Facsimile, telephone, or verbal bids or any modifications of Bid Documents will not be accepted or considered.

4. Bids received after the time stated in the Notice to Bidders will not be considered and will be returned to the Bidder unopened. The Bidder assumes all responsibility for having the Bid deposited on time at the place specified.

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

6. No modifications or additions are to be made to the printed Bid Documents. In the event the Bidder deems that modifications are necessary, such modifications must be set forth in writing to Dutchess BOCES in a separate document and submitted with the Bid Documents to be considered. However, any modifications or additions submitted may result in the Bid being considered non-responsive.

7. All information required in the Bid Documents must be provided by the Bidder to constitute an acceptable Bid. Failure to fully complete all parts of any line item may cause the bid to be rejected.

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

9. No charge will be allowed for federal, state, or municipal sales and excise taxes, from which the political subdivisions are exempt, or for any portion of a gross receipts tax, MTA surcharge or other tax or surcharge which was imposed upon the vendor.

10. The price bid for each item must be net and must include all delivery charges fully prepaid by the successful bidder to the destination indicated in the proposal, installation, preparation, clean up or other charges. Title shall not pass until items have been delivered and accepted.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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 three (3) one (1)-year periods.

**DELIVERY**

17. 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 delivery personnel accordingly. Deliveries shall be made on the day(s) of the week agreed to at the times mutually agreed to by the vendor and the individual district Food Service Directors, 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.

18. 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.

19. 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**

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

21. 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.

22. 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.

23. 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**

24. 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.

25. 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

**SCOPE OF SERVICES**

**Cooperative Fresh Baked Pizza #2425-08**

**PURPOSE**

The purpose of this Bid is to contract with a qualified vendor(s) to provide pricing for fresh baked pizza as indicated in these specifications, for use in food service 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 September 1, 2024 through August 31, 2025. The term of this contract may be extended for up to three (3) one (1) year periods, with the mutual consent of Dutchess BOCES and the awarded vendor(s).

**ITEMS REQUIRED/REQUIREMENTS**

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.

**SAMPLES REQUIRED**

Upon request by Dutchess BOCES, bidders must submit samples for evaluation of quality and compliance with these specifications.

**COMPLIANCE**

For the purposes of these specifications, all products shall be required to have been produced in plants that are in full compliance with the Federal Pure Food and Drug Act and state and local county health codes as related to the production, handling and distribution of food.

**DELIVERY**

Deliveries are to be made at locations and times mutually agreed upon between the respective Food Service Manager, or their designee, and the successful bidder. Vendor will be notified at least 24 hours prior to delivery of the number of cooked pizzas required for a given day.

Delivery shall be in vehicles owned and operated by the bidder. Vendor must have the capability to deliver cooked pizza to multiple school locations simultaneously, while maintaining a food temperature of no less than 165 degrees.

**FREIGHT**

No freight charges are acceptable. All prices listed on the bid 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) copiesof 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.

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 and food products 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.

**NUTRIENT ANALYSIS INFORMATION**

**A written nutrient analysis for each awarded item must be included with bid submissions.** The pizza product must be able to comply with the whole grain criteria in the National School Lunch Program (see attached Terms and Conditions for details) and must be of such nutritional value that the Food Service Manager is able to incorporate the pizza into a weekly menu that is in compliance with the Healthy Hunger-Free Kids Act.

All items must have the following information included with delivery:

* CALORIES
* CALORIES FROM FAT
* CALORIES FROM SATURATED FAT
* PROTEIN
* CALCIUM
* IRON
* VITAMIN A
* VITAMIN C
* SODIUM

**BUY AMERICAN PROVISION – IMPORTANT!**

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.

**QUALIFICATIONS OF BIDDER**

Bidder must hold a license at all times during the contract period as required by the New York State Department of Agriculture and Markets and must submit with the bid a statement or certificate from the New York State Department of Agriculture and Markets to show that they have complied in every respect with the regulations applicable to the production and distribution of fresh baked pizza.

**INSPECTION**

Any authorized agency of the school or Health Department shall have the right to inspect the premises, facilities and methods by which products are manufactured and may make or cause to be made standard tests for fats, solids and bacteria for the purpose of determining whether or not the terms of the contract are being properly performed. All ingredients (dairy and nondairy) shall be properly inspected prior to use, and the contractor shall keep records of laboratory analysis on file for inspection by authorized representatives.

**AWARD AND RESERVATION OF RIGHTS**

Awards will be made to the lowest responsive and responsible Bidder who meets the terms and conditions as stated in the Bid Documents, and 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. The award recommendation will be presented at the August Dutchess BOCES Board of Trustees meeting. Successful vendors will be notified after the Board’s approval of the award.

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. Bids may not be withdrawn unless the Bidder distinctly states in the Bid that acceptance thereof must be made within a shorter specified time.

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.

Responsible Bidder: A responsible bidder is considered to possess adequate expertise, prior experience and financial resources necessary to perform the work and provide the products outlined in the Specifications in a timely, competent and acceptable manner. DC BOCES reserves the right to request supportive financial information and verifiable performance reports.

The Board of Education reserves the right to cancel any order at any time if in its opinion the service or quality of the product is unsatisfactory.

**USAGE REPORTS**

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

 a) District or Participant name

 b) Dutchess BOCES Bid Item number

 c) Units purchased for itemized bids and/or dollar amounts for discount bids

 d) Unit price and extension

Usage reports are a requirement of accepting an award from this bid. A period to date report detailing the above referenced information from September 1, 2024 through March 1, 2025, 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 by close of business on **March 16, 2025**. A final usage report for the specified bid contract period shall be compiled and delivered within **3 weeks** of the bid expiration date. Usage reports will be required for each extension.

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.

**Estimated Usage for 2024-25 School Year** - Amounts are not guaranteed.

 Arlington CSD No Information Available

 Beacon CSD No Information Available

 Dover UFSD No Information Available

 Dutchess BOCES 2,000 Pizzas

 Hyde Park CSD No Information Available

 Millbrook CSD 3,000 Pizzas

 Pawling CSD No Information Available

 Pine Plains CSD No Information Available

 Poughkeepsie City SD 2,000 Pizzas

 Red Hook CSD No Information Available

 Rhinebeck CSD No Information Available

 Spackenkill UFSD 3,000 Pizzas

 Wappingers CSD No Information Available

 Webutuck CSD No Information Available

**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 to:

Barbara Costakis

Purchasing Agent

Dutchess BOCES

5 BOCES Road

Poughkeepsie, NY 12601

E-mail: barbara.costakis@dcboces.org

Voice: (845) 486-4800 x 2262

Fax: (845) 486-4822

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



**BID SUBMISSION SHEET**

**For schools – MUST MEET NUTRITION GUIDELINES**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Type | Diameter of Pizza | Servings (slices) per Pizza | Weight of | **Price per Pizza** |
| **Pizza with Low-Fat Cheese and Whole Grain Crust** |  |  |  |  |
| **Pizza with Low-Fat Cheese, Whole Grain Crust & Pepperoni** |  |  |  |  |
| **Pizza with Low-Fat Cheese, Whole Grain Crust & Turkey Pepperoni** |  |  |  |  |
| **Pizza with Low-Fat Cheese, Whole Grain Crust & Vegetables** |  |  |  |  |
| **Pizza with Low-Fat Cheese, Whole Grain Crust & SPECIALTY** |  |  |  |  |

**One 4.6 oz.-4.94 oz. wedge of cheese pizza with a Whole Wheat Crust (51% Whole Wheat, 49% Enriched Flour), should provide 2.0 oz. equivalent meat/meat alternate (low-fat, low-moisture mozzarella), 1/8 cup red/orange vegetable (sauce), and 2.0 oz. equivalents Grains. Must contain a minimum of 3 grams of fiber. calories between 260-300 per wedge, no more than 13 grams of fat per wedge. Sodium is less than 640 mg/wedge. For the Pepperoni Pizza, the combined cheese and pepperoni should be 2.0 oz equivalent meat/meat alternate. Turkey Pepperoni should be Child Nutrition Labeled (Hormel, Jennie-O, or equal).**

**Vendor must include with their bid submission, detailed nutrition information including grain equivalent weight, ounces of meat/meat alternate, cups of vegetables, calories, sodium, fiber and fat per wedge/serving.**

**\_\_\_\_\_\_\_\_ Please initial here that all ingredients in the pizza meet the NSLA Buy American Provision requirements (Bid #2425-08, Page 10). Failure to provide this certification could result in your bid being rejected.**

**Place a check mark next to each school district you are able to provide with your product (\*An asterisk next to the school district’s name reflects that the district has indicated their intention to utilize awards resulting from the bid herein):**

* + Arlington Central School District
	+ Beacon City School District
	+ Dover Union Free School District
	+ \*Dutchess BOCES
	+ Hyde Park Central School District
	+ \*Millbrook Central School District
	+ Pawling Central School District
	+ Pine Plains Central School District
	+ \*Poughkeepsie City School District
	+ Red Hook Central School District
	+ Rhinebeck Central School District
	+ \*Spackenkill Union Free School District
	+ Wappingers Central School District
* Webutuck Central School District

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

Authorized Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE \_\_\_\_\_\_\_\_\_\_\_\_\_

**BID SUBMISSION SHEET**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Type | Diameter of Pizza | Servings (slices) Per Pizza | Weight of | Price Per |
| Pizza with Cheese  |  |  |  |  |
| Pizza with Cheese and Pepperoni |  |  |  |  |
| Pizza with Cheese and Vegetables |  |  |  |  |
| Pizza with Margherita Style |  |  |  |  |
| Pizza with OTHER SPECIALTY UPGRADE |  |  |  |  |
| Pizza with GLUTEN FREE UPGRADE |  |  |  |  |
| Item | Size | Servings Per | Price Per | Topping Upcharge (if applicable) |
| Garlic Knots |  |  |  |  |
| Side of Sauce |  |  |  |  |
| Calzone |  |  |  |  |
| Stromboli |  |  |  |  |
| Pasta |  |  |  |  |
| Soda |  |  |  |  |

**For catering services – nutrition guidelines NOT required**

**\_\_\_\_\_\_\_\_ Please initial here that all ingredients in the pizza meet the NSLA Buy American Provision requirements (Bid #2425-08, Page 10). Failure to provide this certification could result in your bid being rejected.**

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	+ \*Spackenkill Union Free School District
	+ Wappingers Central School District
* Webutuck Central School District

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

Authorized Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE \_\_\_\_\_\_\_\_\_\_\_\_\_

**Non-Collusive Bidding Certification**

**Cooperative Fresh Baked Pizza Bid #2425-08**

I. In accordance with General Municipal Law §103-D, 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.

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

**Sexual Harassment Prevention Certification**

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

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

The Bidder’s signature below certifies its compliance with State Finance Law §139-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:

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**CONFLICT OF INTEREST DISCLOSURE STATEMENT**

 **PLEASE COMPLETE A OR B BELOW:**

1. 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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Explain Here: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**COOPERATIVE FRESH BAKED PIZZA BID # 2425-08**

**NON-BIDDER RESPONSE**

To be received by July 17, 2024

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

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

Dutchess BOCES is interested in the reasons why bidders fail to submit bids. Please indicate your reason(s) by checking all appropriate item(s) below and returning this form to the address below.

* Insufficient time allowed for preparation of bid.
* We do not offer these goods/services.
* Insurance requirements are too restrictive.
* Bond requirements are too restricting.
* Workload does not allow us to bid at this time.
* Specifications unclear or too restrictive.
* Quantities too small.
* Other reasons: please explain below:

Please Return To:

Dutchess BOCES

Barbara Costakis, Purchasing Agent

5 BOCES Road

Poughkeepsie, New York 12601

barbara.costakis@dcboces.org