

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

# RECEIPT CONFIRMATION FORM

RFB NUMBER: 2425-03

TITLE: Cooperative Milk and Milk Products

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

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

Company Name:

Address:

City, State, Zip Code:

Contact Person:

Title:

Phone Number:

Fax Number:

Email Address:

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

Email:



**BID #2425-03**

FOR

COOPERATIVE MILK AND MILK PRODUCTS

**BID OPENING DATE:** Tuesday, April 30, 2024 at 1:30 PM

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DUTCHESS BOARD OF COOPERATIVE EDUCATIONAL SERVICES

5 BOCES Road  
Poughkeepsie, NY 12601

BIDS TO BE OPENED

DATE: **Tuesday, April 30, 2024**  
TIME: **1:30 PM**  
PLACE: Dutchess BOCES Administration Bldg.

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

**COOPERATIVE MILK AND MILK PRODUCTS BID**

Contract Period: July 1, 2024 through June 30, 2025  
With the Option to Extend for Up to Three (3) One (1) Year Extension

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 (BOCES) and its component districts.

**NOTICE TO BIDDERS**

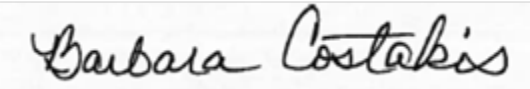
The Dutchess Board of Cooperative Educational Services (“Dutchess BOCES”) in accordance with §103 of Article 5-A of the General Municipal Law, hereby invites the submission of sealed bids to the Dutchess BOCES for:

**COOPERATIVE MILK AND MILK PRODUCTS**

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](http://www.dcboces.org).

Sealed bids on the forms provided are to be filed with Barbara Costakis, Purchasing Agent, Dutchess BOCES, 5 BOCES Road, Poughkeepsie, New York, 12601 by **1:30 PM on Tuesday, April 30, 2024**. The bids will be publicly opened and read at the Administration Building of Dutchess BOCES on **Tuesday, April 30, 2024 at 1:30 PM**. The Dutchess BOCES Board reserves the right to reject any and all bids.

DUTCHESS COUNTY 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 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

## **PIGGYBACKING**

Any other NYS school district, municipality or BOCES wishing to utilize this bid must first arrange for a cross-contract through Dutchess BOCES and the vendor must also agree to allow them to participate in this bid.

## 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:

**Tuesday, April 30, 2024 at 1:30 PM**

at the Dutchess BOCES Administrative Office, 5 BOCES Road, Poughkeepsie, New York 12601. In the event that the Dutchess BOCES Administrative Office is closed the day of the Bid opening, the bid(s) will be opened the next day that the Dutchess BOCES Administrative Office is open.

2. All Bids must be mailed or hand delivered in a sealed envelope addressed to Barbara Costakis, Purchasing Agent, Dutchess BOCES, 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) the Bid number and name, and (iii) the date of bid opening**. This includes marking the outside of any express mail envelope that may be used.

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

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

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

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

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

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

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

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

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

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

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

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

15. Dutchess BOCES reserves the right to accept this bid by item or as a whole or, in its discretion, reject all bids and re-advertise in the manner provided by General Municipal Law ("GML") §103. Also reserved is the right to reject, for cause any bid in whole or in part; to waive technical defects, qualifications, irregularities, and omissions if, in its judgment, the best interests of Dutchess BOCES will be served. Also reserved is the right to reject bids and to purchase items on County or New York State Contract, or other agreements, if such items can be obtained on the same terms, conditions, specifications, and at a lower price.

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

17. Where items or articles of equipment or supplies are designated as manufactured by a specific manufacturer, it is to be understood that the article as specified represents an accepted standard. Where certain brands of materials, apparatus, or equipment are specified, such goods have been

selected in order to establish a standard for the particular service required; but it is not the intention to limit competition thereby.

18. The vendor must complete ALL information required on the bid form. Failure to fully complete all parts of any line item may cause the bid to be rejected.

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

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

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

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

23. 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.

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

25. If the successful bidder fails to deliver within the time specified in the bid specifications or on the purchase order or within reasonable time as interpreted by Dutchess BOCES (normally 30 days from receipt of purchase order) or fails to make replacement of rejected articles when so requested immediately or as directed by Dutchess BOCES, Dutchess BOCES may purchase from other sources to take the place of the item rejected or not delivered. Dutchess BOCES reserves the right to authorize immediate purchase from other sources against rejections on any contract when necessary. On all such purchases the successful bidder agrees to reimburse Dutchess BOCES promptly for excess costs



occasioned by such purchases. Should the cost be less, the successful bidder shall have no claim to the difference.

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

27. Bid prices must be honored by the vendor for the period indicated in the Scope of Services. The bid award may be extended beyond the bid period by mutual consent of the successful bidder and Dutchess BOCES. The length of the extension will be determined by mutual consent of the participating parties for up to three (3) one (1)-year periods.

### **DELIVERY**

28. Delivery will be required to be made to Dutchess BOCES or its Participating School Districts as follows unless otherwise noted. All equipment and material shall be delivered and placed where directed inside the building, unless the schedules or purchase order issued to the successful bidder thereon indicated otherwise. The contractor will be required to furnish proof of delivery in every instance. No help for unloading will be provided. Suppliers should notify their truckers accordingly. Deliveries shall be made between the hours of 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.

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

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

31. The successful bidder shall be responsible for delivery of items in good condition at point of destination. He shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. The receiving school district will note for the benefit of successful bidder when packages are not received in good condition.

32. All deliveries shall be accompanied by delivery tickets or packing slips. Ticket shall contain the following information for each item delivered:

Purchase Order Number  
Names of Articles  
Item Number  
Quantity  
Name of Successful bidder

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

## **PAYMENT**

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

35. Payment will be made only after the proper presentation of invoices or claim forms as required by Dutchess BOCES or its Participating School Districts. . The invoice must reflect bid pricing as provided in the 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.

36. Payments of any invoice shall not preclude Dutchess BOCES or its Participating School Districts from making claim for adjustments on any item found not to have been in accordance with general terms and conditions and scope of services.

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

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

## **INSURANCE**

39. In contract and/or purchase order involving delivery and installation of any material and equipment, the successful bidder shall take out and maintain, until the accepted completion of the work. 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.

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

## **REQUIRED BONDING**

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

- A. Bid Bond - An approved bid bond, bank check, certified check, letter of credit or other form of security acceptable to Dutchess BOCES to the extent of percent of the bid price will be required with all vendor responses at the time of Submission of the bid. The BOCES will hold the bond until the contract has been signed.
- B. Bid Bond – An approved bid bond, bank check, certified check, letter of credit or other form of security acceptable to Dutchess BOCES in the amount of \$0.00 will be required with all vendor responses at the time of submission of the bid. Dutchess BOCES will hold the bond until the contract has been signed.
- C. Performance and Payment Bond - The contractor shall, at the time of execution of the contract, obtain and maintain in full force and effect for sixty days after contract expiration:
  - 1. an irrevocable documentary Letter of Credit with a sound and reputable bank authorized to do business in the State of New York, OR
  - 2. a Performance Bond signed by a surety company authorized to do business in the State of New York, and/or
  - 3. a Payment Bond signed by a surety company authorized to do business in the State of New York, in the amount of \$0.00 , for the faithful performance of the contract. The Letter of Credit, Performance Bond, Payment Bond, etc., shall name as beneficiary Dutchess BOCES and may be invoked to the benefit of Dutchess BOCES upon delivery of a certified statement to the issuing bank or surety company that the contractor has failed to perform pursuant to the terms and conditions of its contract with Dutchess BOCES.

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

## **PREVAILING WAGE RATES**

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

The successful bidder is required to pay the prevailing hourly wage rates and the prevailing hourly supplements pursuant to section 220-d of the New York State Labor Law.

- 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.

### **ESTIMATED QUANTITIES**

This bid contains estimated quantities. No specific quantities are represented or guaranteed and Dutchess BOCES provides no guarantee of individual Authorized User participation.

### **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.

### **SAVINGS/FORCE MAJEURE**

A force majeure occurrence is an event or effect that cannot be reasonably anticipated or controlled and is not due to negligence or willful misconduct of the affected party. Force majeure includes but is not limited to, acts of God, acts of war, acts of public enemies, terrorism, strikes, fires, explosions, actions of the elements, floods and other similar causes beyond the control of the Contractor or Dutchess BOCES in the performance of the Contract where non-performance, by exercise of reasonable diligence, cannot be prevented.

Neither the Contractor nor Dutchess BOCES (or its component school districts), shall be liable to the other for any delay in or failure of performance under the Contract due to a force majeure occurrence.

**COOPERATIVE MILK AND MILK PRODUCTS BID**  
**SCOPE OF SERVICES**

**PURPOSE**

The purpose of this Bid is to contract with a qualified vendor(s) to provide milk and milk products as indicated in these specifications, for use in food preparation and/or service for Dutchess BOCES and the Cooperative Bidding Program Participating School Districts.

All items of milk, cream and milk products furnished shall comply in all respects to the standards/laws and regulations established by the New York State Department of Agriculture and the Federal Pure Food, Drug and Cosmetic Act and subsequent decisions of the United States Department of Agriculture and all local laws and ordinances pertaining thereto.

**QUALITY OF MILK**

Milk shall be pure, pasteurized and homogenized. The bacteria count must not exceed 20,000 per cc of milk. The coliform must not exceed 10 per cc. All milk shall be pasteurized and comply with the regulations of the Dutchess County and NYS Health Departments. All milk products must be produced and processed under adequate sanitary conditions and in accordance with County, State and National pure food laws and health regulations.

Milk shall be from tuberculin tested cows. Milk shall be delivered in sealed containers meeting all the regulations of the Health Department.

**NO rBGH OR rBST**

The vendor(s) will not knowingly furnish milk or milk products containing synthetic rBST (recombinant Bovine Somatotropin) also known as rBGH (recombinant Bovine Growth Hormone).

**CONTRACT TERM**

The term of this Contract shall be for twelve (12) months, from July 1, 2024 through June 30, 2025. Contract Extension(s) of up to three (3) twelve (12) month extensions may be exercised by mutual agreement of Dutchess BOCES and vendor(s).

**PERMIT AND LICENSE**

All milk and cream must be from sources approved by the Health Officers of the counties of the component school districts or other appropriate agent and the bidder must, at the time of bidding, hold a regular permit from such Health Officer or other appropriate agent covering the grade of milk and cream to be supplied. The bidder must also, at the time of bidding, hold a license as required by the State Department of Agriculture and Markets. Permits and license shall be effective at all times during the period of the contract.

**New York State Dept. of Agriculture and Markets**

**License # \_\_\_\_\_ Date of Expiration \_\_\_\_\_**

## **INSPECTION**

Public health officers or any properly authorized representative of the school district shall have the right to inspect the premises, facilities and methods on or by which milk is prepared and may make or cause to be made, standard tests of any milk delivered for the purpose of determining whether or not the contract is being properly performed. The bidder agrees, after the contract has been awarded to him, that the BOCES/component school districts shall be the sole judge of all material, both as to quality and quantity, and their judgment shall be final. All products shall be delivered subject to the inspection, acceptance, or rejection of the Food Service Director.

## **DELIVERIES**

Milk shall be delivered in refrigerated trucks and placed in the school coolers or refrigerators by vendors as directed by the Food Service Manager. Milk shall not be left unrefrigerated or outside of any school building. All milk delivered shall have a minimum of 10 days shelf life from date of delivery. If any milk shortage develops during the day, supplemental deliveries will be made by the vendor, pursuant to the terms of this bid. The contractor agrees to give thirty (30) days notice to the BOCES/representative of any component school district in the event of inability to continue service because of conditions beyond his control. The BOCES/component school district(s) reserves the right, through its representative to reject any deliveries not conforming to the requirements of this proposal, and the supplier agrees to promptly make a new delivery acceptable to the Food Service Manager or his representative.

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. There will be no deliveries during normal school vacations and only limited deliveries during the summer months.

### **DELIVERY LOCATIONS BY DISTRICT:**

Beacon CSD –

Beacon High School, 101 Matteawan Rd., Beacon, NY 12508  
Rombout Middle School, 88 Matteawan Rd., Beacon, NY 12508  
South Ave. Elementary, 60 South Ave., Beacon, NY 12508  
Glenham Elementary, 20 Chase Drive, Fishkill, NY 12524  
Sargent Elementary, 29 Education Drive, Beacon, NY 12508

Dover UFSD – To be Determined

Dutchess BOCES, 5 BOCES Road, Bldg. 25, Poughkeepsie, NY 12601

Hyde Park CSD – To be Determined

Millbrook CSD – To be Determined

Pawling CSD –

Pawling Elementary School, 7 Haight St., Pawling, NY 12564  
Pawling Middle School, 80 Wagner Rd., Pawling, NY 12564  
Pawling High School, 30 Wagner Rd., Pawling, NY 12564

Poughkeepsie CSD –

Clinton Elem. School, 100 Montgomery St., Poughkeepsie, NY 12601  
Early Learning Center, 372 Church St., Poughkeepsie, NY 12601  
Krieger Elem. School, 265 Hooker Ave., Poughkeepsie, NY 12603  
Morse Elem. School, 101 Mansion St., Poughkeepsie, NY 12601  
Poughkeepsie High School, 70 Forbus St., Poughkeepsie, NY 12601  
Poughkeepsie Middle School, 55 College Ave., Poughkeepsie, NY 12601  
Warring Elem. School, 283 Mansion St., Poughkeepsie, NY 12601

Spackenkill UFSD –

Hagan School, 42 Hagan Dr., Poughkeepsie, NY 12603  
Nassau School, 7 Nassau Rd., Poughkeepsie, NY 12601  
Orville A Todd Middle School, 11 Croft Rd., Poughkeepsie, NY 12603  
Spackenkill High School, 112 Spackenkill Rd., Poughkeepsie, NY 12603

Webutuck CSD –

Webutuck Elem. School, 194 Haight Road, Amenia, NY 12501  
Webutuck High School, 194 Haight Road, Amenia, NY 12601

**PRICING**

All prices bid for all products will be net, per container, F.O.B. the delivery point specified by the school districts, (with the exception of the temporary Fuel Surcharge). The prices will be per unit specified and reflect the content of the product (e.g. whole milk, 2 percent milk, 1 percent milk, fat free milk).

**TAX EXEMPT**

Purchases made by the BOCES/school districts are not subject to any Sales or Federal Excise Tax.

**SAMPLES REQUIRED**

Dutchess BOCES reserves the right to request samples of items bid. 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.

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.

### **FREIGHT CHARGES AND FUEL SURCHARGES**

This bid does not normally allow for delivery or freight charges, however, if the "Weekly US Diesel (On-Highway) Fuel Price for the Central Atlantic (New York State) region" goes above \$4.000/gallon, a Fuel Surcharge of \$2 per invoice will be permitted. If the weekly update of the "Weekly US Diesel (On-Highway) Fuel Price for the Central Atlantic (New York State) region" later drops to \$4.000/gallon or lower, the Fuel Surcharge shall be removed.

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 returned/damaged/miss-picks must be in writing and clearly state credit information including invoice date, invoice number, quantity, unit price, extension and total credit.

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 - (MILK and DAIRY ONLY)**

The basis of this section will be the USDA Announcement of Class 1 Price and Advanced Pricing Factors of April 2024, released on March 20, 2024.

The Federal Milk Market Administrator's monthly announcements of Class I prices shall serve as the only basis for a change in the fluctuating milk price. The formula for changing prices must mirror that of the Class one conversion calculator that is posted on the Federal Milk Market Administrator's website. [www.fmmone.com](http://www.fmmone.com). Please base your fluctuating bid prices on the April 1, 2024 Base Class I Price issued on March 20, 2024.

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, Dutchess BOCES 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.

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.

## **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 **July 1, 2024 through February 10, 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](mailto:barbara.costakis@dcboces.org) by close of business on **February 24, 2025**. 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 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)  
Phone: (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).

## **IMPORTANT! - 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.

### **\*NYS 30% FARM TO SCHOOL INITIATIVE**

**Please note that some of our component school districts participate in the NYS 30% Farm to School Initiative. The 30% New York State (NYS) Initiative provides school food authorities (SFA’s) that spend at least thirty percent of total food costs for the school lunch program on NYS food products. We intend to award to the lowest bidder for each item, but may make a secondary award for items for items that meet this criteria, if the lowest bidder’s item does not meet these guidelines. Any NYS Food Product purchased and used in the reimbursable meal for the school lunch program may contribute toward the 30% NYS Initiative. A “New York State Food Product” is defined as:**

- **A food item that is grown, harvested, or produced in New York State (NYS); or**
- **A food item processed inside or outside NYS comprising over 51% agricultural raw materials grown, harvested, or produced in NYS, by weight or volume.**

**If you believe that your products meet these requirements, you will need to indicate “Y” on the Bid Submission Sheet, and complete a Product Formulation Statement (Appendix A) for each product that meets these requirements:**

- 1) Vendor will provide list of farms of origin.**
- 2) Vendor will be able to verify that all milk is free from artificial growth hormones (rBST/rBGH).**
- 3) All flavored milks must have 22 grams or less of sugar. Preference will be given to milk sweetened without high fructose corn syrup.**
- 4) Vendor will supply milk that is not Ultra-Pasteurized**
- 5) Milk will be delivered to school with 2-4 days of processing.**
- 6) Farm to School Compliance: Please list at least two ways Vendor can demonstrate support of Farm to School Compliance and Education Initiatives.**
- 7) Vendor will deliver milk to school at least two times per week.**
- 8) Vendor is NYS Certified.**
- 9) Vendor must provide Product Formulation Statement verifying 51% of milk is grown, harvested or produced in NYS.**

**BID SUBMISSION SHEET**

**DUTCHESS BOCES COOPERATIVE MILK & MILK PRODUCTS BID #2425-03**

Contract Period: July 1, 2024 through June 30, 2025

**IMPORTANT: All products must to be rBST free and rBGH free, gluten free, and no artificial colors or sweeteners.**

VENDOR: \_\_\_\_\_

Do not include the cost of milk cooler rentals in this pricing. The total estimated usage is based upon current year’s usage and are for illustrative purposes only. We do not guarantee to purchase any minimum number of units. See page 17 for **Buy American** and **NYS 30% Farm to School\* Initiative** guidelines. Please complete the below five columns highlighted in **yellow** for any items you would like to bid on. You do not have to bid on all items.

Description	Unit of Measure	EST. USAGE 2024-2025	Vendor Item Number	Brand Bid	Price Per Unit	Meets Buy American Provision? (Y or N)	NYS FARM TO SCHOOL* (Y OR N)
Milk, Fat Free, White	½ pint	195,340					
Milk, Fat Free, Chocolate	½ pint	1,254,552					
Milk, Fat Free, Strawberry	½ pint	0					
Milk, Low Fat 1%, White	½ pint	397,982					
Milk, Low Fat 1%, Chocolate	½ pint	0					
Milk, Lactose Free, Fat Free	½ pint	378					
Milk, Low Fat 1%, ½ Gal.	½ gallon	62					
Milk, Low Fat 1%, White	1 gallon	176					
Buttermilk, Low Fat 2%	1 quart	12					
Half & Half, Ultra Pasteurized	1 quart	484					
Half & Half Creamers	400/cs	34					
Heavy Cream, Quarts	1 quart	392					
Milk, Low Fat 1%, Unflavored White	5 gal. bag	130					
Milk, Fat Free, Chocolate, NO HFCS	5 gal. bag	524					
Sour Cream	1 pint	NEW ITEM					

**COOLER REQUIREMENT:**

Some districts may need coolers. Please indicate the monthly rental charge, if any, per cooler.

# OF COOLERS	DESCRIPTION OF COOLER SIZE/STYLE	MONTHLY RENTAL CHARGE/DISTRICT, IF ANY.
1	Flip-Top 16 Crate Unit	\$ _____
1	Flip-Top 12 Crate Unit	\$ _____
1	Flip-Top 8 Crate Unit	\$ _____
1	5 Gal. Milk Dispensers w/3 Levers	\$ _____

**Note: As of time of Request for Bid, Beacon CSD has stated the need to rent four (4), 16-Crate Coolers.**

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

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

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

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

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

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

**Non-Collusive Bidding Certification**

I. In accordance with General Municipal Law (“GML”) §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.

\_\_\_\_\_  
Company

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

\_\_\_\_\_  
Title

## IRAN DIVESTMENT ACT COMPLIANCE RIDER

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

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

A bid or proposal shall not be considered for award nor shall any award be made where the bidder or proposer fails to submit a signed and verified bidder’s certification.

Each bidder or proposer must certify that it is not on the list of entities engaged in investment activities in Iran created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the SFL. In any case where the bidder or proposer cannot certify that it is not on such list, the bidder or proposer shall so state and shall furnish with the bid or proposal a signed statement which sets forth in detail the reasons why such statement cannot be made. The District may award a bid to a bidder who cannot make the certificate on a case by case basis if:

- (1) The investment activities in Iran were made before the effective date of this section (i.e., April 12, 2012), the investment activities in Iran have not been expanded or renewed after the effective date of this section and the person has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
- (2) The District makes a determination that the goods or services are necessary for the District to perform its functions and that, absent an exemption, the District would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.



**CERTIFICATION**

**IRAN DIVESTMENT ACT OF 2012**

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

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

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

During the term of the Contract, should Dutchess BOCES receive information that a person is in violation of the above-referenced certification, Dutchess BOCES will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then Dutchess BOCES shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

Dutchess BOCES reserves the right to reject any bid, proposal or request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

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

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

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

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

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

**SEXUAL HARASSMENT PREVENTION CERTIFICATION**

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

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

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

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

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

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

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

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

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

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

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**CONFLICT OF INTEREST DISCLOSURE STATEMENT**

**PLEASE COMPLETE A OR B BELOW:**

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

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

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

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

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

Explain Here:

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

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

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

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

**DUTCHESS BOCES COOPERATIVE MILK & MILK PRODUCTS BID #2425-03**

Statement of "No Bid" Form

To be received by Tuesday, April 30, 2024 at 1:30 PM

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](mailto:barbara.costakis@dcboces.org)