

# DUTCHESS BOCES

## RECEIPT CONFIRMATION FORM

RFB NUMBER: #2526-01

TITLE: Cooperative Food & Grocery Items

VENDORS: PLEASE COMPLETE AND RETURN THIS CONFIRMATION FORM AS SOON AS POSSIBLE  
TO: [michael.maher@dcboces.org](mailto:michael.maher@dcboces.org)

<p>_____ We intend to submit a bid and understand that this proposal INITIAL is due to Dutchess BOCES no later than <b><u>4/30/2025 2 p.m.</u></b></p> <p>_____ We DO NOT intend to submit a proposal on this project. INITIAL (Please include the next page so we know why.)</p>
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COMPANY NAME		
ADDRESS		
CITY	STATE	ZIP
POC:	TITLE:	
PHONE:	FAX:	
EMAIL:		

I authorize the Dutchess BOCES to send, by the following method, further correspondence that Dutchess BOCES deems pertinent to this bid:

E-mail:
Other (specify):

*Submitting this form will ensure that you receive all further communication in regards to this Request For bid.*

**PLEASE COMPLETE AND RETURN THIS FORM ASAP**

## **NON-BIDDER RESPONSE**

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

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:

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**Request for bid (RFB) #2526-01**

FOR:

**Cooperative Food & Grocery Items**

BID SUBMISSION OPENING DATE:

4/30/2025 2 p.m.

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

The **Dutchess County Board of Cooperative Educational Services (Dutchess BOCES)** in accordance with Section 103 of Article 5-A of the General Municipal Law, hereby invites the submission of sealed bids to provide Cooperative Food & Grocery items to Dutchess BOCES.

Bid forms may be obtained from the offices of the Dutchess BOCES, 5 BOCES Road, Poughkeepsie, New York, 12601 upon request or on our website: [www.dcboces.org](http://www.dcboces.org).

This Request for Bids is being offered by Dutchess County Board of Cooperative Educational Services (Dutchess BOCES) by Michael Maher, Purchasing Agent, and sealed bids, on the forms provided, are to be filed with the Dutchess County BOCES Purchasing Agent, at 5 BOCES Road, Poughkeepsie, New York, 12601 and will be publicly opened at the Administration Building of the Dutchess BOCES on 4/30/2025 2 p.m.

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## **1. INTRODUCTION & BACKGROUND**

Dutchess BOCES is seeking qualified vendor(s) to provide pricing for food and related food products as indicated in these specifications, for use in food preparation for Dutchess BOCES and the Cooperative Bidding Program participating school districts. The contract term shall be for one (1) year, beginning July 1, 2025, and ending June 30, 2026, with the option to renew for up to four (4) additional one (1) year terms, upon mutual agreement of Dutchess BOCES and the awarded vendor(s).

Boards of Cooperative Educational Services (BOCES) were established by New York State legislation in 1948 to enable smaller school districts to offer more breadth in their educational programs by sharing teachers. In 1955, Legislation was passed allowing BOCES to provide vocational and special education. The BOCES are voluntary, cooperative associations of school districts in a geographic area that share planning, services, and programs to provide educational and support activities more economically, efficiently, and equitably than could be provided locally. BOCES' programs and services include special education, vocational education, academic and alternative programs, summer school, staff development, computer services (management and instructional), educational communication, and business services.

This RFB is issued in compliance with New York State General Municipal Law (GML) §103 and best procurement practices.

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## **2. SCOPE OF SERVICES**

The scope of services for this RFB are to provide food and grocery items to the Dutchess BOCES and its Component Districts, and others seeking to utilize this contract under approved "piggybacking". Vendors will provide products and delivery as described and explained in this RFB throughout the duration of the contract, to include any extensions.

**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 other school district wishing to utilize this bid must first arrange for a cross-contract through Dutchess BOCES.

*The following districts are members of the Purchasing CoSer and are eligible to purchase items from this bid:*

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

Arlington Central Schools  
144 Todd Hill Road  
LaGrangeville, NY 12540

Poughkeepsie City Schools  
11 College Avenue  
Poughkeepsie, NY 12603

Beacon City Schools  
10 Education Drive  
Beacon, NY 12508

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

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

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

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

Spackenkill Union Free Schools  
15 Croft Road  
Poughkeepsie, NY 12603

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

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

Pawling Central Schools  
515 Route 22  
Pawling, NY 12564

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

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

### 3. GENERAL INFORMATION

- a. By submitting a bid in response to this Request for Bid (RFB), you are asking Dutchess BOCES to accept your offer for the sale of goods or services. It is important that you read and understand all terms and conditions contained herein, as well as understand the laws that govern Municipal Purchasing in the State of New York.
- b. Once Dutchess BOCES has opened bids, there can be no changes to price or terms outside of legally permitted final negotiations of things such as final staffing requirements, payment terms, or guarantees. In addition, there are no provisions to cancel after an award is made, except by Dutchess BOCES, which maintains a unilateral right to cancel for any reason or no reason at all.
- c. 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.
- d. The envelope shall be clearly marked on the front with the name of person, firm, or corporation submitting the bid, and **“RFB for Cooperative Food & Grocery Items RFB# 2526-01 - bid opening 4/30/2025 2 p.m.”** This includes marking the outside of any express mail envelope that may be used.
- e. Facsimile, telephone, or verbal bid or any modifications of bid documents will NOT be accepted or considered.
- f. Additional contract terms or conditions added to the bid will not be binding to Dutchess BOCES.
- g. Bids received after the time stated for the bid opening date in the Notice to Vendors will not be considered and will be returned to the vendor unopened. The vendor assumes all responsibility for having the bid submitted on time at the place specified.
- h. No modifications or additions are to be made to the printed bid documents. In the event the vendor 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.
- i. Dutchess BOCES will interpret the submission of a bid to mean that the vendor is fully informed as to the extent and character of the services, supplies, materials, and equipment required and that the vendor can furnish the same in complete compliance with the specifications.
- j. Vendors currently on the NYS Labor Department or Worker’s Compensation Debarred Lists will not be considered for award. By submitting a bid for consideration, the vendor is indicating to the BOCES that they are currently in good standing with the NYS Dept. of Labor and Workers Compensation Board at the time of the bid.
- k. No charges will be allowed for federal, state, or municipal sales and excise taxes, from which the political subdivisions are exempt, or for any portion of a gross receipts tax, MTA surcharge or other tax or surcharge imposed upon the vendor.

- l. 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.
- m. All specifications are minimum standards and accepted samples do not supersede specifications for quality unless the sample exceeds given standards, in which case deliveries must be the same identity and quality as accepted in the sample.
- n. Dutchess BOCES reserves the right to accept this bid by item, as a whole, or reject all bids and re-advertise in the manner provided by § 103 of the General Municipal Law. Also reserved is the right to reject, for cause, any bid in whole or in part; to waive technical defects, qualifications, irregularities, and omissions if, in its judgment, the best interests of Dutchess BOCES will be served. Also reserved is the right to reject bids and to purchase items on County or New York State Contract, if such items are available on the same terms, conditions, specifications, and at a lower price.
- o. 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.
- p. Selection of the awarded bid will be based on the lowest responsible bid in accordance with New York General Municipal Law §103(1) and all other applicable laws and regulations. The contract shall be awarded to the responsible bidder who submits the lowest price while meeting all specifications, terms, and conditions set forth in this solicitation.
- q. To ensure compliance, vendors must provide all required documentation demonstrating their ability to fulfill the contract's requirements at the proposed price.
- r. Prices, and all required information, except signature of Bidder, should be typewritten or printed for legibility. Illegible or vague bids may be rejected. All signatures must be written. Facsimile, printed, or typewritten signatures are not acceptable.
- s. Failure to respond to a notice of award does not release the vendor from its obligation to perform under the terms of its submitted bid. Upon notification of award, the vendor has three (3) business days to formally dispute the award in writing. If no dispute is submitted within this period, the vendor shall be deemed to have accepted the award and must fulfill all contractual responsibilities. Notice of award will be via email.
- t. 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.
- u. The selected vendor(s) will not provide services until and unless an executed Purchase Order is presented from a duly authorized Dutchess BOCES representative, or the same from a participating school district. Even when awarded the contract, the selected vendor(s) will not consider an order valid without an endorsed Purchase Order.

- v. Each vendor shall receive a notice of items recommended to be awarded to their firm. 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 in cost.
- w. It is mutually understood and agreed that the selected vendor shall not assign, transfer, convey, sublet or otherwise dispose of the contract or their right, title, or interest therein, or their power to execute such contract, to any person, company or corporation without the previous written consent of Dutchess BOCES.
- x. Prices shall be adjusted effective July 1 of each extension year based on the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U), New York-Newark-Jersey City region, as published by the U.S. Bureau of Labor Statistics using the most recent 12-month average CPI available prior to July 1.

**4. PROPOSAL SUBMISSION DETAILS** (Instructions to Bidders)

**Bid Due Date:** 30 April 2025 at 2 p.m.

**Submission Address:**

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

**Bid Format:** All bids must be sealed and clearly labeled as "**RFB for Cooperative Food & Grocery Items #2526-01 - bid opening 4/30/2025 2 p.m.**" Bids should include:

- Proof of Insurance, and Compliance with NYS Regulations.
- IRS Form W-9
- Bidders are required to submit one completed hard copy of Pages 3 thru 25 of this RFB, this hard copy **must be returned with your bid**. Please note that pages 20 thru 25 must be properly and legibly completed with the appropriate signatures.
- FLASH DRIVE - Electronic copies, in Excel format, on a flash drive, **MUST** be submitted. Physical copies are not required. If bidding on Food or Non-Food items, the entire sheet must be submitted for each.
- Vendor order submission instructions.
- Letter of Credit, if you have not done business with Dutchess BOCES before.

**Submission of Cost Summary Sheet**

All bids must be submitted **using the forms provided by Dutchess BOCES**. Vendors must enter their **price per unit** for each item they are bidding on.



Prices proposed must be for the Unit of Measurement bid, and must not be for partial or other units of measure. Failure to provide pricing in the correct unit of measure may result in the bid for that item being rejected at the discretion of Dutchess BOCES.

➤ For example, if the stated bid price is **per dozen**, you must quote **per dozen** pricing.

All columns for a line item must be completed. Any line items that are left blank for a line item will be interpreted as not bidding on that item at the discretion of Dutchess BOCES.

## 5. QUALIFICATIONS & REQUIREMENTS

The following requirements apply to all prospective vendors and are conditions of participation in this procurement. Vendors must review and comply with each provision as part of their proposal submission. Failure to meet these qualifications may result in disqualification from consideration.

### Letter of Credit or Bond

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

### Buy American Provision

In accordance with the National School Lunch Act (NSLA) and federal regulations at **7 CFR §210.21(d)** and **7 CFR §220.16(d)**, the District participates in the National School Lunch Program (NSLP) and School Breakfast Program (SBP), and is required to purchase, **to the maximum extent practicable**, domestic agricultural commodities and food products for use in program meals.

Under Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336), and as codified in Section 12(n) of the NSLA (42 U.S.C. §1760(n)), a "**domestic commodity or product**" is defined as:

A product that is **produced in the United States** and **processed in the United States** substantially using agricultural commodities that are produced in the United States.

"**Substantially**" means that **over 51% of the final processed product** (by weight or volume, excluding water) must consist of agricultural commodities grown in the United States.

For purposes of this provision, **the United States** includes the 50 states, the District of Columbia, and the U.S. territories: **Guam, American Samoa, the U.S. Virgin Islands, Puerto Rico, and the Northern Mariana Islands.**

Vendors must clearly indicate, for each item in their bid, whether the product qualifies as a **domestic product** under this definition. Failure to include this information may result in disqualification of that item from award consideration.

In the award process, preference will be given to products that meet the Buy American requirement.

Non-domestic products may only be considered if:

- The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality; **or**

- Competitive bids reveal that the cost of a U.S. product is significantly higher than a non-domestic product.

Documentation of exceptions to this provision must be approved by the School Food Authority and maintained on file.

## Material Safety Data Sheets (MSDS) Requirement

In accordance with **OSHA's Hazard Communication Standard (29 CFR 1910.1200)** and **Section 876(4) of the NYS Labor Law**, vendors must provide **Safety Data Sheets (SDS)** for any product containing a hazardous or toxic substance.

SDS must include, at a minimum:

- Chemical and generic names, CAS numbers, and physical/chemical characteristics
- Exposure limits (OSHA, ACGIH, NIOSH, etc.) and health effects
- Flammability, reactivity, handling precautions, and emergency procedures

SDS must be submitted **with the bid** or **prior to delivery**. Vendors must also notify Dutchess BOCES immediately of any updates or changes to safety information. Failure to comply may result in rejection of the item or liability for any resulting issues.

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## 6. CONTRACTOR RESPONSIBILITIES

### Bid Submission Sheet

To be considered for award, vendors must:

- Complete all columns for each item being bid. (e.g. Brand, Origin, Unit of Measure, Catalog #, Bid Price)
- Indicate whether each product meets the Buy American Provision.
- Indicate whether the item is normally stocked, or special order.
- Indicate the package size/unit of issue for each item you are bidding on.
- For items highlighted in yellow, which are requested in multiple flavors, please enter your stock number(s) and the available flavors on the "Flavor List" tab of the Bid Items Document.

Projected usage quantities are included, based on data provided by participating component school districts. These Projected Usage quantities are estimates only and may vary depending on factors such as school schedules, remote learning, and emergency closures.

### Brand Specifications and Nutrition Compliance

The brands listed in this bid have been approved by Food Service Directors and are part of an established nutritional analysis that meets **NYS Education Department Child Nutrition Program** and **USDA** requirements.

**No substitutions** will be accepted without prior approval.

If bidding an alternate brand:

- Clearly list your brand in the "Brand Bid and/or Unit of Measure" column.

- Submit a full specification sheet and Product Formulation Statement (PFS) with your bid.
- Submit samples upon request. Failure to do so may result in rejection.
- Delivery of unapproved brands may disqualify your company from future bid awards.

Dutchess BOCES reserves the right to request Nutrition Information for any item in this bid at any time.

### **Nutritional Standards for Specific Products**

- Breakfast cereal cannot have more than 6g of added sugar per ounce.
- Yogurt cannot have more than 12g of added sugar per 6 oz.
- Flavored Milk cannot have more than 10g of added sugar per 8oz.

### **Labeling & Packaging**

- The term "**Packer's label**" is not acceptable.
- Only branded products may be proposed.
- All packaging must include full **commercial labels** with:
  - Product name, variety, grade, and style.
  - Place of origin and manufacturer.
  - Net contents and nutritional details.
- Upon request, vendors must provide proof of source, a USDA inspection certificate, or other supporting documentation — at the vendor's expense.

### **USDA & State Contract Exclusions**

Participating districts reserve the right to cancel any items from this contract that are:

- Received through the **USDA Food Distribution Program**, or
- Available via **New York State OGS Contract**.

### **Substitute or "Or Equal" Items**

It is the vendor's responsibility to demonstrate that any proposed substitute or "or equal" item meets or exceeds the specifications listed in the bid.

When offering an alternate product:

A. Documentation and/or samples must be submitted to allow Dutchess BOCES to make an informed determination of equivalency. All submissions must be clearly labeled with the corresponding line item number and bid title or number.

B. Documentation must include relevant details such as size, weight, chemical composition, country of origin, and any other information necessary to evaluate equivalency. For food items, a Product Formulation Statement (PFS) may be required if the product does not have a Child Nutrition (CN) label.

C. Samples may also be required to assist in determining equivalency. If requested, samples must be provided at no cost, by the specified deadline, and must reflect the product being offered.

D. Failure to provide adequate documentation or samples may result in the alternate item not being considered.

**Please note:** No products made from expanded polystyrene foam will be accepted.

### **Samples (if requested)**

Dutchess BOCES reserves the right to request samples for any item quoted, at any time during the bid process or contract term.

If requested, vendors must provide samples at no cost, by the specified deadline, and in the quantity, form, and location indicated in the request.

### **Contract Discrepancies & Re-Award**

Any discrepancies in product quality, nutrition compliance, labeling, packaging, delivery performance, or failure to meet bid specifications may be considered a material breach. Dutchess BOCES reserves the right to remove the affected item(s) from the award and re-award to the next lowest responsive bidder, or otherwise procure the item in the best interest of the participating districts. The original vendor may be held financially responsible for any cost difference.

Participating districts **and vendors MUST** notify the Dutchess BOCES Purchasing department of any discrepancies and/or substitutions.

### **Delivery Requirements**

Orders may be placed by phone, fax, online, or in writing. Participating districts may place emergency orders with at least three (3) days' notice. If the awarded vendor cannot fulfill an emergency order within this time, the district reserves the right to purchase the item(s) on the open market at no cost to the vendor.

The vendor guarantees that all deliveries will match the specifications and quality of the accepted bid. Initial orders will be placed promptly following the award. Follow-up orders will be placed as needed, with delivery expected within five (5) business days unless otherwise agreed upon.

The majority of orders will be placed during the regular school year (September–June), with limited ordering expected during summer months.

Vendors must agree to a minimum of one delivery per week per site. Deliveries will only be accepted between 7:00 AM and 2:00 PM, Monday through Friday, excluding scheduled school closings, unless otherwise approved in advance by the Food Service Manager or designee. Twenty-four (24) hours advance notice of delivery is required. Vendors must notify each district in advance of any changes to the normal delivery schedule (e.g., holidays or closures).

No unloading assistance will be provided by the district. Vendors are responsible for unloading and placing all items in the designated storage area. Sidewalk or door-only deliveries will not be accepted. Suppliers should notify their drivers accordingly.

All deliveries must be accompanied by a delivery ticket or packing slip that includes:

- Vendor Name
- Ordering Agency
- Purchase Order Number
- Names of Articles
- Item Numbers

- Quantity Delivered

All items must be delivered in good condition and securely packaged in uniform, commercial-grade containers, clearly marked with contents, and suitable for storage and stacking. There will be no additional charges allowed for packaging materials, pallets, baling, or sacks.

Perishable items must be delivered in refrigerated vehicles maintaining the following:

- Frozen items: 0°F or below
- Refrigerated items: 40°F or below

The vendor shall be responsible for filing all claims with the carrier for any goods damaged in transit, and must deduct the value of such damaged goods from the corresponding invoice. The receiving district will note any damage or condition issues upon receipt to assist with claims but shall not be responsible for pursuing them.

The receiving district reserves the right to reject any product that does not meet specifications or quality standards. Rejected items must be removed within five (5) business days of written notice, or they will be considered abandoned and disposed of at the district's discretion.

Failure to deliver items in the correct quantity, at the correct time, or in the correct location may be considered a breach of contract. In such cases, the district may procure items on the open market, and any cost difference will be charged to the original vendor.

Repeated issues such as shipment rejections, delivery truck breakdowns, or inconsistent delivery performance may result in contract termination. In the event of a delivery issue or delay, vendors must notify the district's Food Service Director immediately.

The Dutchess BOCES Purchasing Agent shall be the final authority in determining the acceptability of all delivered items, in consultation with the Food Service Director or designee.

## **Vendor Ordering Instructions**

Awarded vendors must provide clear ordering instructions to Dutchess BOCES and all participating districts, including preferred order methods (e.g., phone, fax, email, or online portal), order contact information, and any required forms or credentials. These instructions must not restrict or limit the timing, frequency, or format of orders as permitted under this RFB. Vendors must provide this information within ten (10) business days of award and update it immediately if changes occur during the contract term.

## **Freight**

**All prices quoted must be F.O.B. destination, with freight and delivery charges included.**

No additional freight, shipping, or handling charges will be accepted. All prices listed on the Bid Items Summary Sheet must reflect the full, delivered cost of the item to the designated location(s).

## **Minimum Orders**

Dutchess BOCES and participating school districts will make every effort to submit orders totaling at least \$50.00. However, the successful bidder may not require a minimum order amount as a condition of fulfilling an order.

## Price Adjustments (Escalator/De-escalator Clause)

For certain items (e.g., dairy and eggs), where pricing is subject to regular market fluctuation, monthly pricing may be permitted. Updated pricing for such items must be submitted via email to the Dutchess BOCES Purchasing Agent no later than the 25th of each month for pricing effective the following month.

For all other contract items, price increases will only be considered when the vendor's cost from the manufacturer or supplier has increased by 15% or more compared to the original bid price.

To request a price increase, the vendor must submit a written **request** to Dutchess BOCES at least thirty (30) calendar days in advance. The request must include:

- A cover letter explaining the increase.
- Proof of cost increase, such as manufacturer or supplier invoices showing the original and new prices.
- The proposed new price and the effective date.

Dutchess BOCES reserves the right to:

- Accept the proposed increase.
- Reject the increase and offer the item to the next lowest responsive bidder.
- Rebid the item.

Approved increases cannot be increased again for at least 90 days unless otherwise authorized by the Dutchess BOCES Purchasing Agent, in response to a submitted details request.

Vendors are equally obligated to pass along any price decreases received from their suppliers. Decreases must be documented in the same manner and submitted to the Purchasing Agent as soon as they are known.

Failure to pass along known price reductions may result in:

Reimbursement to Dutchess BOCES and/or participating districts for any overcharges

Administrative penalties or fees

Suspension or termination of the contract

To support transparency and ensure compliance, the vendor shall submit an annual summary of manufacturer or distributor pricing for all awarded items. This summary is due at the end of each contract year or prior to any renewal and must include documentation such as supplier invoices or pricing sheets.

Dutchess BOCES reserves the right to audit vendor pricing and documentation at any time during the contract term, or within twelve (12) months after contract conclusion, to verify compliance with this provision.

No price adjustments will be honored without prior written approval.

## Milk & Dairy (Escalator/De-escalator Clause)

The pricing for milk items under this contract shall be based on the Federal Milk Order No. 1 – Northeast Marketing Area, Class I price, as published monthly by the USDA.

Effective June 1, 2025, the USDA has implemented a final rule amending the Class I pricing formula, including:

- Reinstating the "higher-of" method for calculating Class I skim milk prices

- Introducing an Extended Shelf Life (ESL) adjustment
- Updating Class I differential values

The vendor's pricing under this contract, which begins July 1, 2025, must fully reflect these amendments. All adjustments to the USDA Class I price shall be calculated using the updated USDA methodology, available at <https://www.fmmone.com>.

To request a price change, the vendor must:

- Provide at least fifteen (15) calendar days' written notice of the proposed change.
- Submit supporting documentation, including the published USDA Class I price and a clear explanation of the conversion to unit pricing.
- Disclose the vendor's pricing formula upon request.

All price changes are subject to review and approval by Dutchess BOCES. The district reserves the right to:

- Accept the adjusted price.
- Reject the change and rebid the affected item(s) with thirty (30) days' written notice to the vendor.

No price increase will be honored without prior written approval. Dutchess BOCES also reserves the right to verify calculations and audit price changes at any time.

## New York State Farm to School Program

Some participating districts take part in the **New York State Farm to School Initiative**, which encourages the use of NYS-grown or -produced food items. Products applicable to this program are **highlighted in bright green** on the Food Items list.

In most cases, an alternate product is also listed to allow vendors to submit a bid even if a New York State-sourced version is not available. This structure is intended to give participating districts the flexibility to choose items that best meet their program goals and compliance requirements.

## Usage Reports

The awarded vendor(s) shall submit usage reports in Excel format summarizing all purchases made under this contract. Usage reports are a condition of award and must include the following information for each item:

- Participating district or entity name.
- Dutchess BOCES Bid Item Number.
- Quantity purchased (for itemized bids) or dollar amount (for discount-based bids).
- Unit price and extended total.

Vendors must use the Dutchess BOCES-provided Excel usage report template, which will be shared at the time of award. No alternate formats will be accepted without prior written approval.

The vendor shall submit:

A partial-year report covering purchases from July 1 through February 28, due no later than March 15.

A final usage report covering the full contract period, due within three (3) weeks of contract expiration.

These reporting requirements apply to both the initial contract year and any extension years.

Usage reports must be submitted by email to the Dutchess BOCES Purchasing Department.

Failure to submit accurate and timely usage reports in the required format constitutes a material breach of contract and may result in disqualification from future bid opportunities.

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## 7. INSURANCE & COMPLIANCE REQUIREMENTS

The successful bidder shall procure and maintain, at its own expense, insurance of the types and amounts described below, issued by companies authorized to do business in the State of New York. A valid certificate of insurance, including all required endorsements, must be submitted **with the bid** to Dutchess BOCES.

1. **Commercial General Liability Insurance** – Minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate. Coverage shall include bodily injury, property damage, and product liability.
2. **Automobile Liability Insurance** – Minimum limits of \$1,000,000 combined single limit, covering all owned, hired, and non-owned vehicles used in the delivery of goods.
3. **Workers' Compensation and Employers' Liability Insurance** – As required by the laws of the State of New York.
4. **Additional Insured Requirement** – Policies must name **Dutchess BOCES** and any of its **participating component school districts** as additional insureds on the Commercial General Liability and Automobile Liability policies. Endorsements reflecting this must be included with the certificate(s) of insurance.
5. **Certificate of Insurance** – A valid certificate of insurance **must be submitted with the bid**. Any participating district utilizing this cooperative contract reserves the right to request and receive its own certificate of insurance naming it as an additional insured.
6. **Cancellation Clause** – Each insurance policy shall include a provision that the insurer will not cancel or materially alter the coverage without providing at least thirty (30) days' written notice to Dutchess BOCES.

Dutchess BOCES must be named as an additional insured on all applicable policies.

## Compliance with Laws

All goods and services provided under this contract must comply with all applicable federal, state, and local laws and regulations, including but not limited to the Federal Food, Drug, and Cosmetic Act, USDA regulations, and New York State Department of Health requirements.

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## 8. DISPUTE RESOLUTION

To attempt dispute resolution, the process included in this section will be used under this bid award/contract.

Dutchess BOCES and the vendor attempt to resolve the dispute in good faith.

Any dispute, controversy, or claim arising out of or relating to this contract, including but not limited to its breach, termination, or validity, shall be resolved by binding arbitration in Dutchess County, New York. The arbitration shall be conducted in accordance with the rules and procedures set forth by Dutchess



BOCES. The arbitrator shall be selected solely by Dutchess BOCES, and the arbitrator's decision shall be final and binding upon all parties. Each party shall bear its own costs associated with the arbitration, except as otherwise determined by the arbitrator. Judgment on the arbitration award may be entered in any court having jurisdiction thereof.

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## **9. AWARD AND RESERVATION OF RIGHTS**

Awards will be made, either by line item, category, or in aggregate, to the lowest responsive and responsible bidder(s) who meet all bid requirements and submit all required documentation, including a completed W-9 form. Dutchess BOCES reserves the right to award in the manner deemed most beneficial to Dutchess BOCES and/or its participating school districts.

Dutchess BOCES reserves the right to:

- Reject any bid if the vendor is determined not qualified to perform the contract
- Waive informalities or minor technicalities.
- Reject any or all bids and re-advertise if it is in the best interest of Dutchess BOCES or participating districts.
- Award to the second-lowest bidder in cases where the lowest bidder offers only a minimal portion of the total items.
- Name a substitute vendor for specific items if the awarded vendor is unable to supply during the contract term.

### **Non-Bid Items – Discount Structure**

The awarded vendor shall provide pricing for items that are not itemized on this bid sheet based on a discount from catalog pricing, grouped by product category or sub-category. Vendors must clearly indicate discount rates on the Non-Itemized Discount tab of the bid submission. This enables Dutchess BOCES to purchase a more broad line of items from the vendor under this contract without the vendor having to provide pricing for each item they offer.

These discounts shall apply to any items ordered that are not listed on the bid form but are within the general scope of the product categories awarded. Dutchess BOCES reserves the right to verify catalog or list pricing at any time. Preference will be given to domestic commodities or products, and compliance with the Buy American Provision is required for all purchases made using school food service funds, in accordance with 7 CFR §210.21(d) and Section 12(n) of the National School Lunch Act (42 USC 1760(n)).

Prices on the itemized discounts will take precedence over the offered non-itemized discount. e.g. if a product is offered with a percent discount, but is a different price on the line item discount, the line item discount price will be followed.

### **Conflicting Terms**

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

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

Any terms submitted by the vendor that conflict with the terms of this solicitation shall be deemed void and without effect unless expressly accepted in writing by Dutchess BOCES.

## Timing

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

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## 10. PAYMENTS

No payments can be made without a properly executed purchase order, and the contractor acknowledges that services are not to be provided until and unless they received a properly issued purchase order.

Vendor understands that Dutchess BOCES is bound to the terms in this RFB and any subsequent executed contract only, and **no other stipulations or terms included within the quotation will apply** without the express written approval of Dutchess BOCES.

### Billing and Payment

An invoice must accompany each delivery and must clearly include:

- Description of each item delivered.
- Quantity, unit of measure, unit price, extension, and total.
- Itemized breakdown by school site, plus a composite total for all schools.

Incomplete or inaccurate invoices will be returned for correction.

Receiving districts will have no less than five (5) business days to notify the vendor of damaged, missing, or incorrectly shipped items for credit.

Monthly statements must be received no later than the 4th calendar day of each month.

Payment will be made only after full delivery and final acceptance of all items in accordance with the applicable purchase order and/or contract.

Dutchess BOCES and participating districts are exempt from federal and state sales tax. Do not include any taxes on invoices.

Payment will be made only after the proper presentation of invoices or claim forms as required by Dutchess BOCES or its participating school districts. The invoice must reflect bid pricing as provided in the Bid Award. In the event pricing does not match what is provided in the Bid Award, payment may be held up until such discrepancy is resolved to the satisfaction of Dutchess BOCES Accounts Payable Department or a participating school district's Accounts Payable Department.

Payments of any invoice shall not preclude Dutchess BOCES from making claim for adjustments on any item found not to have been in accordance with general terms and conditions and scope of services in the executed contract.

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.**

**NON-APPROPRIATION CLAUSE**

In accordance with New York State General Municipal Laws, the BOCES will not be liable for any purchases or contracts for goods or services for which funding is not available. As a result, the vendor agrees to hold the BOCES harmless for any contracts let, either for which funding does not currently exist or for which funding has been removed prior to the issuance of a purchase order by the BOCES. Issuance of a purchase order by the BOCES indicates that the BOCES currently has and has set aside adequate funds to procure the goods and services indicated in the purchase order or contract. Receipt of notification of award is a binding contract with the BOCES. Should it become necessary for the BOCES to cancel a project or purchase after an order to proceed or purchase order has been issued, the BOCES will only be liable for and the vendor agrees to assess those financial damages that it can prove to have incurred as a result of the cancellation.

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**11. CONTACT INFORMATION**

**For inquiries regarding this RFB contact:**

**Dutchess BOCES**

ATTN: Michael Maher, Purchasing Agent

5 BOCES Rd, Poughkeepsie, NY 12601

Email: michael.maher@dcboces.org

Phone: 845.486.4800 ext. 2262

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Dutchess BOCES thanks you for your interest in providing Cooperative Food & Grocery items to our schools.

BID OPENING DATE: 4/30/2025 2 p.m.

PURCHASING AGENCY: Dutchess BOCES

PLACE: Dutchess BOCES  
Administration Bldg.  
5 BOCES Road  
Poughkeepsie, NY 12601

# Cooperative Food & Grocery items

Contract Period: A period of one (1) year beginning on 1 July 2025 and running through 30 June 2026. 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 four (4) one (1) year periods.

The undersigned agrees to supply the service and products proposed and as agreed upon in final contract and pursuant to the terms of this Request for bid.

<i>COMPANY NAME</i>		
<i>ADDRESS</i>		
<i>CITY</i>	<i>STATE</i>	<i>ZIP</i>
<i>POC:</i>		<i>TITLE:</i>
<i>PHONE:</i>		<i>FAX:</i>
<i>EMAIL:</i>		
<i>SIGNATURE:</i>		

DO NOT SEPARATE THESE SHEETS.

VENDORS 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.

**Non-Collusive Bidding Certification**

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

By submission of this bid, each vendor and each person signing on behalf of any vendor, 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:

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 vendor or with any competitor;

2. Unless otherwise required by law, the prices which have been presented in this bid have not been knowingly disclosed by the vendor and will not knowingly be disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or to any competitor; and

3. No attempt has been made or will be made by the vendor 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 vendor cannot make the foregoing certification, the vendor 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 vendor (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 proposed, 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 vendor 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

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Signed

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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 bid 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 bid 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**

Pursuant to New York State Finance Law §165-a (also known as the Iran Divestment Act of 2012), every person or entity submitting a bid or proposal for public contracts must certify that they are not identified on the list maintained by the New York State Office of General Services of persons determined to be engaged in investment activities in Iran.

**Certification Statement:**

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

During the term of the Contract, should Dutchess BOCES and/or Component District receive information that a person is in violation of the above-referenced certification, Dutchess BOCES and/or Component District 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 and/or Component District 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, bid 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: \_\_\_\_\_

For reference, the list of entities determined to be engaged in investment activities in Iran, as defined by the law, is available from the New York State Office of General Services at:

<https://ogs.ny.gov/iran-divestment-list>

**Sexual Harassment Prevention Certification**

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**CONFLICT OF INTEREST DISCLOSURE STATEMENT**

PLEASE COMPLETE A OR B BELOW:

- A. No affiliations or financial interests exist between myself and any segment of Dutchess BOCES or any employee, board member or elected official of Dutchess BOCES.

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

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

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

- B. An affiliation or financial interest exists 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: \_\_\_\_\_