



NOTICE TO BIDDERS

RFB 2526-26

Cooperative Office Products and Custodial Supplies

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 office products and custodial supplies as required by Dutchess BOCES, as set forth in this solicitation. This solicitation is for the purchase of goods only and therefore Public Works and Prevailing Wage requirements are not applicable

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.

This Request for Bids is being offered by Dutchess County Board of Cooperative Educational Services (Dutchess BOCES) through Michael Maher, Purchasing Agent. Sealed bids, on the forms provided, are to be filed with the same, and will be publicly opened at the Dutchess BOCES Campus at **12:00 p.m. on November 17, 2025**. In the event that Dutchess County BOCES is closed the day of the Bid opening, the bid(s) will be opened the next day that Dutchess County BOCES is open.

All questions or requests for clarification regarding this RFB must be submitted in writing via email to the purchasing department no later than October 30, 2025. Responses will be shared with all known bidders.

Point of Contact for this RFB is:

Dutchess BOCES

ATTN: Michael Maher, Purchasing Agent

5 BOCES Rd, Poughkeepsie, NY 12601

Email: michael.maher@dcboces.org

Phone: 845.486.4800 ext. 2262

Point of Contact for Technical Questions is:

Dutchess BOCES

ATTN: Taylor Fiorito, Purchasing Assistant

5 BOCES Rd, Poughkeepsie, NY 12601

Email: taylor.fiorito@dcboces.org

Phone: 845.486.4800 ext. 2203

Attachments:

Attachment 1. Solicitation Certifications (separate packet)

RECEIPT CONFIRMATION FORM

PLEASE COMPLETE AND RETURN THIS FORM ASAP

RFB NUMBER: #2526-26 TITLE: **Cooperative Office Products and Custodial Supplies**

Vendors: Please complete and return this form as soon as possible. Doing so will ensure you receive all future updates on this request. Email to: taylor.fiorito@dcbores.org

<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>		

_____ **We intend to submit a bid no later than 12:00 p.m. on November 17, 2025.**

I understand that all communications related to this request will be sent to the email address I provided, and I authorize Dutchess BOCES to do so.

_____ **We DO NOT intend to submit a bid in response to this request.**

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.

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| ☐ 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 : _____

_____ |
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1. INSTRUCTIONS TO BIDDERS

Bidders must ensure all required documentation is included, completed in full, and submitted by the deadline. Incomplete or late submissions will not be considered.

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

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

Bid Due Date: November 17, 2025 at 12:00 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# 2526-26 - for Cooperative Office Products and Custodial Supplies"

Bids must include:

- ☐ IRS Form W-9
 - ☐ Bidders are required to submit one completed hard copy of the Certifications Packet, attached to this RFB with all pages properly and legibly completed with the appropriate signatures.
 - ☐ Certificate(s) of Insurance (COI)
 - ☐ Pricing Submission (as required in Section 3)
 - ☐ Ordering Instructions
 - ☐ Online Catalog Instructions
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2. INTRODUCTION & BACKGROUND

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

3. SCOPE OF SERVICES

The purpose of this Request for Bids (RFB) is to secure qualified vendor(s) to provide office products and custodial supplies to Dutchess BOCES and its component school districts on an as-needed basis.

Products will be purchased on a pay-per-use basis through individual purchase orders as required by participating districts. All items supplied under this contract shall be new, of current manufacture, and in good condition, meeting all applicable safety and regulatory standards.

Vendors may submit bids for one or both categories (Office Products and Custodial Supplies). Dutchess BOCES reserves the right to make awards separately or jointly, in the best interest of the cooperative.

Dutchess BOCES also reserves the right to purchase additional related items from the awarded vendor's catalog, in accordance with the discount structure submitted with this bid.

Term

The initial term of this price-lock agreement shall begin on January 1, 2026, or upon Board of Education approval, whichever is later, and shall continue for three (3) years, through December 31, 2028. The end date of the initial term is fixed and shall not be extended due to a delayed start. Two (2) one-year extension options may be exercised upon mutual consent.

While Dutchess BOCES intends to execute extensions as described above, nothing herein shall be construed as binding Dutchess BOCES to any extension. Dutchess BOCES reserves the right to decline a contract extension for any reason permitted by law.

This term is intended to provide continuity for Dutchess BOCES and the vendor to enable volume pricing and known service term discounts and planning while providing consistent service expectations, and minimizing administrative burden, on Dutchess BOCES and the vendor. Though no usage level or sales are guaranteed as part of this price-lock agreement.

Pricing Submission and Catalog Terms

It is the intent of Dutchess BOCES to provide vendors flexibility in submitting their pricing in the manner most consistent with their business model. To that end, vendors may propose pricing using **one** of the following structures:

- A discount off retail pricing for their entire catalog;
- A discount off list price by commodity or item; or
- A discount off list price by manufacturer or brand.

This approach is intended to **promote participation, maximize cost savings, and reduce the administrative burden** associated with bid preparation and submission. Vendors are encouraged to select the method that most accurately reflects their pricing practices and provides the most advantageous pricing and service to Dutchess BOCES and its participating districts.

NOTE: Only items covered under the submitted bid will be available for purchase under this price-lock agreement.

Vendors must identify the price source and ensure pricing applies to their full catalog or product line in each category offered. Pricing shall not require a minimum purchase unless stated in the bid. Discounts remain firm for the contract term unless approved by Dutchess BOCES.

Vendors may offer any product within the submitted catalog or manufacturer line at the awarded discount. Substitutions or equivalent items are allowed if they meet applicable specifications and standards.

Vendors must provide an online platform or portal that allows Dutchess BOCES and participating districts to view current bid pricing, catalog information, and available products. The platform may also support order placement, product tracking, or account management, where available.

Product Information and Safety Documentation

Vendors may provide catalogs, brochures, or datasheets for the products offered under this RFB to assist Dutchess BOCES in evaluating the range of items available. Submission of such materials is optional and will not affect award decisions.

For any chemical or hazardous products (e.g., cleaning supplies, disinfectants), vendors must ensure that a current Safety Data Sheet (SDS) is:

1. Shipped with each delivery to Dutchess BOCES or the applicable participating district, and
2. Available to Dutchess BOCES upon request, in accordance with New York State Law, Chapter 551, Laws of 1980, Article 48 (Toxic Substances) and the Federal Hazard Communication Standard, 29 CFR 1910.1200.

Estimated Quantities

Quantities to be purchased under this contract are **estimated and not guaranteed**. Contracts will cover only the quantities actually ordered by Dutchess BOCES and participating school districts during the contract period.

Dutchess BOCES estimates annual purchases of Office Products from all bid sources to range between \$125,000 and \$150,000 and Custodial Supplies between \$200,000 and \$250,000 per fiscal year. The collective estimated annual usage of Office Products for all participating districts is approximately \$400,000 to \$500,000, and Custodial Supplies approximately \$550,000 to \$650,000 per fiscal year.

Freight and Minimum Orders

All pricing submitted shall be F.O.B. destination, fully freight prepaid. Shipping and handling costs must be included in the bid pricing model; no additional freight, delivery, or fuel surcharge fees will be accepted, except in cases of oversized, bulk, or specialty items requiring nonstandard freight services. Any such exceptions must be clearly identified in the bidder's submission and pre-approved by Dutchess BOCES prior to order fulfillment.

Every effort will be made by Dutchess BOCES to place orders totaling at least \$25.00; however, no minimum order quantities or dollar amounts may be required by the vendor.

Piggybacking

This solicitation and any resulting award(s) are intended to be available for piggybacking use by other governmental entities under GML §103(16). Use by another entity is subject to the awarded vendor's consent and must be under the same terms, conditions, and pricing as this contract. Dutchess BOCES is not a party to such transactions and assumes no responsibility for performance, ordering, or payment by any other entity. For school districts within New York State, see the *Eligible School Districts* paragraph of this RFB.

4. GENERAL INFORMATION**Contract Formation**

By submitting a bid, the vendor agrees that all terms, conditions, and specifications of this RFB, including any addenda, will be binding upon award. Bidders must complete the Certifications and General Conditions packet, and it must be returned with the bid to constitute a responsible submission.

5. QUALIFICATIONS & REQUIREMENTS

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

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

The awarded vendor shall be responsible for performing all services in a professional, timely, and fully compliant manner. Responsibilities include, but are not limited to, the following:

Timely Service Delivery

Deliveries shall be made to Dutchess BOCES or participating school district locations as specified on each purchase order.

Vendors are expected to provide timely delivery to Dutchess BOCES and all participating school districts, regardless of order size. Additionally, vendors are responsible for providing proof of delivery, and maintaining all products in good condition until acceptance at the destination. All shipments shall include a packing slip or delivery ticket referencing the purchase order number, item description, quantity, and vendor name.

Ownership of goods shall transfer to Dutchess BOCES or the ordering district upon delivery and acceptance.

Failure to Deliver / Replacement of Rejected Items

If the successful vendor fails to deliver products within the timeframe specified in the bid or purchase order, or fails to promptly replace rejected items, Dutchess BOCES may purchase the items from alternate sources. The vendor agrees to reimburse Dutchess BOCES for any excess costs incurred due to such purchases. If the alternate purchase costs less, the vendor has no claim to the difference.

Usage Reports

The successful vendor(s) must provide Usage Reports for Bid #2526-26 (Office Products and Custodial Supplies), including: district name, total spend by manufacturer, catalog number, item description, and quantity purchased.

A period-to-date report covering January 1 through September 1 of each contract year shall be submitted to Michael Maher, Purchasing Agent, michael.maher@deboces.org, by September 15. A final annual report shall be submitted within three (3) weeks of the end of the contract year. For contract extensions, reports shall follow the same schedule.

Failure to submit reports as required may be deemed a material breach and may disqualify the vendor from future bids.

7. CONTRACT RETENTION & TERMINATION CONDITIONS

The following conditions govern the continued retention of any contract awarded under this RFB. Dutchess BOCES reserves the right to terminate the contract, in whole or in part, under the following:

Contract Retention

Dutchess BOCES reserves the right to retain the selected vendor(s) for the full duration of the agreement, including any extensions, provided the vendor(s) complies with all terms and conditions of the contract and performs in a satisfactory manner.

Termination for Cause

Dutchess BOCES reserves the right to terminate this contract, in whole or in part, for cause upon written notice to the vendor. Cause shall include, but not be limited to:

- Failure to perform services in accordance with contract requirements
- Repeated delays or failure to meet scheduled service timelines
- Failure to comply with applicable laws, regulations, or safety standards
- Any other material breach of contract.

Prior to termination, Dutchess BOCES will provide written notice of the deficiency and may allow the vendor a reasonable period to cure the issue, at its sole discretion. In the event of termination for cause, Dutchess BOCES shall not be liable for any costs incurred by the vendor after the effective date of termination.

Termination for Convenience

Dutchess BOCES may terminate this contract at any time, for any reason, with at least thirty (30) days' written notice to the vendor. In such case, the vendor shall be compensated for services satisfactorily performed up to the effective date of termination. No compensation shall be due for anticipated profit, loss of future business, or work not yet performed unless otherwise required by law.

Effect of Termination

Upon termination, the vendor shall promptly return all Dutchess BOCES property, data, and documentation. Dutchess BOCES shall not be liable for any further obligations, penalties, or damages beyond payment for services accepted and rendered.

Product Quality and Completeness

All products furnished under this contract shall be standard, new, of the latest model, and in current production, unless otherwise specified. Vendors are responsible for ensuring that items meet specifications, arrive in good condition, and are of standard commercial quality. All materials and equipment shall include necessary parts, accessories, or appurtenances not specifically listed but required for the product to be complete and fully functional (e.g., dispensers for paper towels, napkins, etc.).

8. INSURANCE & COMPLIANCE REQUIREMENTS

The vendor shall maintain insurance coverage at its sole cost for the entire contract term, including:

- Commercial General Liability: \$1,000,000 per occurrence / \$2,000,000 aggregate
- Automobile Liability: \$1,000,000 combined single limit (required only if the vendor uses company-owned, leased, or employee vehicles to make deliveries)
- Workers' Compensation and Disability: As required by New York State law
- Umbrella/Excess Liability: \$5,000,000 per occurrence

Dutchess BOCES, the Board, and its officers/employees shall be named as additional insureds on a primary and noncontributory basis. Policies shall include a waiver of subrogation and require at least 30 days' notice of cancellation or material change. Certificates of insurance must be provided prior to contract award and kept current throughout the contract term.

Certificates of Insurance must:

- List Dutchess BOCES, 5 BOCES Rd, Poughkeepsie, NY 12601 as Certificate Holder.
 - Name Dutchess BOCES, its officers, agents, and employees as Additional Insureds on a primary and noncontributory basis (General Liability).
 - Include a waiver of subrogation and at least 30 days' notice of cancellation or material change.
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9. DISPUTE RESOLUTION

Dutchess BOCES and the vendor agree to make a good faith effort to resolve any disputes arising under this contract through informal discussion. If a resolution cannot be reached within 120 days, the dispute shall be submitted to binding arbitration in accordance with the rules of the

American Arbitration Association. The arbitration will take place in New York State, and the decision of the arbitrator will be final and binding. Each party shall bear its own legal costs, and arbitration fees will be shared equally, unless otherwise directed by the arbitrator.

10. AWARD AND RESERVATION OF RIGHTS

Multiple Award Provision

Vendors may submit bids for one or both categories (Office Products and Custodial Supplies). Dutchess BOCES reserves the right to make awards separately by category or jointly, in the best interest of the cooperative. Awards will be made to all responsive and responsible bidder(s) offering the most advantageous pricing structure and overall value. Dutchess BOCES also reserves the right to add additional vendors to the contract during the contract term if it is determined to be in the best interest of the cooperative.

Evaluation Criteria

All bids received by the deadline will be reviewed by Dutchess BOCES for responsiveness to this RFB, including completion of required forms, certifications, insurance, and pricing documentation. Responsive bids will then be evaluated for vendor responsibility, which includes verification of qualifications, references, insurance coverage, and past performance.

Only bids found both responsive and responsible will be considered for award.

Dutchess BOCES anticipates making multiple awards under this contract. Awards will be made to the responsive and responsible bidder(s) offering the most advantageous pricing structure and overall value to the cooperative. Evaluation will consider the overall discount structure, range of products offered, and the vendor's ability to provide timely, reliable delivery and responsive customer service.

Right to Reject

Dutchess BOCES reserves the right to reject any or all bids, to waive technicalities, and to accept the bid determined to be most advantageous and in the best interest of Dutchess BOCES.

Board Approval and Award

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

Dutchess BOCES reserves the right to:

- Award this contract in whole, in part, or by category;
- Designate substitute vendors if the originally awarded vendor is unable to supply an item at the awarded price; and
- Require vendors to provide items not specifically listed but considered comparable at the same discount rate as related items under this contract.

Notification

The successful vendor will be notified of award via email following Board approval. Unsuccessful bidders will also be notified in writing via email after the award decision is finalized. Vendor(s) must not provide any goods or services until they receive a purchase order and a Notice To Proceed (NTP).

Dutchess BOCES reserves the right to request additional documentation or clarification from bidders as necessary to evaluate logistical capacity and service feasibility. Failure to demonstrate the ability to meet SLA may result in a determination of non-responsibility.

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 as determined.

Timing

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

11. PAYMENTS

No payments will be made without an itemized invoice against a properly issued purchase order. Vendors acknowledge that no goods or services are to be provided until and unless a valid purchase order has been received. Invoices must reflect bid pricing as awarded. Dutchess BOCES reserves the right to withhold payment for any discrepancies or items not provided in accordance with contract terms.

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

Dutchess BOCES will not be held liable for payment of any orders placed by, for, and to component districts or any other public agency ordering under a piggybacking of this agreement.

NON-APPROPRIATION CLAUSE

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

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