



## NOTICE TO BIDDERS

RFB 2627-01

### Food & Grocery Items

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 for the furnishing of Food & Grocery Items 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](http://www.dcboces.org).

This Request for Bids is being offered by Dutchess County Board of Cooperative Educational Services (Dutchess BOCES) through Taylor Fiorito, 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 April 29, 2026. Only the names of the bidders will be announced. In the event that Dutchess BOCES is closed the day of the Bid opening, the bid(s) will be opened the next day that Dutchess 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 April 8, 2026. Responses will be shared with all known bidders.

Point of Contact for this RFB is:

Dutchess BOCES  
ATTN: Taylor Fiorito, Purchasing Agent  
5 BOCES Rd, Poughkeepsie, NY 12601  
Email: [taylor.fiorito@dcboces.org](mailto:taylor.fiorito@dcboces.org)  
Phone: 845.486.4800 ext. 2203

Attachments:

Attachment 1.    Excel File

# RECEIPT CONFIRMATION FORM

PLEASE COMPLETE AND RETURN THIS FORM ASAP

RFB NUMBER: #2627-01 TITLE: Food & Grocery Items

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@dcbooces.org](mailto:taylor.fiorito@dcbooces.org)

COMPANY NAME
ADDRESS
CITY STATE ZIP
POC: TITLE:
PHONE: FAX:
EMAIL:

\_\_\_\_\_ We intend to submit a bid no later than 12:00 p.m. on April 29, 2026.

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.

- 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 : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## 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: April 29, 2026 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 on the outside of the envelope as:

"RFB# 2627-01 – Food and Grocery Items"

This includes marking the outside of any express mail envelope that may be used.

Bids must include:

- IRS Form W-9
- Bidders are required to submit one completed hard copy of the Certifications Packet, pages 16-23 in this RFB, with all pages properly and legibly completed with the appropriate signatures.
- Certificate(s) of Insurance (COI)
- FLASH DRIVE – Pricing Submission in Excel format (as required in Section 5)

---

## 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 Food & Grocery Items to Dutchess BOCES and its component school districts on an as-needed basis.

Products will be purchased on a pay-per-use basis through purchase orders as required by participating districts. Vendors will provide products and delivery as described and explained in this RFB throughout the duration of the contract, to include any extensions.

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, provided such items fall under the discount structure submitted with this bid.

#### Term

The term of this agreement shall begin on July 1, 2026, or upon Board of Education approval, whichever is later, and shall continue for one (1) year, through June 30, 2027. The end date of the initial term is fixed and shall not be extended due to a delayed start. Four (4) 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.

#### Brand Specifications, Nutrition Compliance & Substitutions

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

No substitutions or alternate products will be accepted without prior written approval from Dutchess BOCES. Substitutions are only permitted if offered at the time of bid submission and evaluated as part of the award process.

Vendors proposing an alternate ("or equal") product must demonstrate that the item meets or exceeds all bid specifications.

When offering an alternate product:

- Vendors must clearly identify the proposed brand in the designated column.
- Documentation must be submitted with the bid to support equivalency, including relevant product details (e.g., size, weight, composition, country of origin).
- For food items, a Product Formulation Statement (PFS) or Child Nutrition (CN) label must be provided, as applicable.
- Samples must be provided upon request, at no cost, and by the specified deadline.

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

Dutchess BOCES reserves the right to request nutritional information or product samples for any item at any time. Delivery of unapproved products may be considered a breach of contract and may result in contract action.

Products made from expanded polystyrene foam will not be accepted.

#### Nutritional Standards for Specific Products

- Breakfast cereal shall not exceed 6g of added sugar per ounce.
- Yogurt shall not exceed 12g of added sugar per 6 oz.
- Flavored Milk shall not exceed 10g of added sugar per 8 oz.

#### 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 shall provide documentation verifying product source or compliance, at no additional cost.

#### USDA & State Contract Exclusions

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

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

#### Product Quality and Standards

All products furnished under this contract shall be new, unused, and of standard commercial quality, and shall meet all bid specifications and applicable industry standards. Food items shall be fresh, properly packaged, and suitable for human consumption in accordance with all applicable federal, state, and local health and safety regulations, including USDA and New York State requirements.

Vendors are responsible for ensuring that all items are delivered in good condition and are complete for their intended use. Any necessary components, accessories, or appurtenances required for proper use (e.g., compatible dispensers or related items, if applicable) shall be included unless otherwise specified. All products must be suitable for institutional use and consistent with the specifications outlined in this bid.

#### Online Access (If Available)

If the vendor maintains an online platform or product catalog as part of their normal business operations, they should make it available to Dutchess BOCES and participating districts for viewing current pricing and product information. If no such platform exists, vendors may provide pricing and catalog information by alternative reasonable means.

### 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 page 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.

### Contract Discrepancies & Re-Award

Any discrepancies in product quality, nutrition compliance, labeling, packaging, delivery performance, or failure to meet bid specifications shall be considered a material breach, at the discretion of Dutchess BOCES. 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 such items in the best interest of the participating districts. The original vendor may be held financially responsible for any resulting cost difference.

Participating districts and vendors must notify the Dutchess BOCES Purchasing Department of any discrepancies and/or substitutions.

---

## 5. PRICING

### 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 boxes that are left blank for a line item will be interpreted as not bidding on that item at the discretion of Dutchess BOCES.

Pricing submissions shall be provided on a flash drive and enclosed with the signed, original bid documents. CDs in replace of a flash drive will not constitute an acceptable bid.

### Excel File

Vendors must complete the Excel Pricing Submission Sheet in its entirety to be considered for award. The workbook consists of the following tabs: Key, Non-Itemized Discount, Non-Food Items, Food Items, Food Items – FLAVOR LIST, and Vendor Ordering Instructions.

For the Food Items and Non-Food Items tabs, vendors must:

- Complete all required fields for each item being bid, including brand, unit of measure, pack size, catalog number, and unit price.
- Indicate whether each product complies with the Buy American Provision, as applicable.
- Indicate whether each item is a regularly stocked item or a special-order item.
- Ensure all pricing reflects the unit of measure specified in the bid.

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 provided for evaluation purposes only and are not guaranteed. Actual quantities may vary based on district needs and operating conditions.

### Additional Discount (Non-Bid Items)

Vendors shall provide a percentage discount off catalog or list pricing for items not specifically listed in the bid, grouped by product category where applicable. These discounts shall apply to all non-bid items within the scope of the awarded categories. Dutchess BOCES reserves the right to verify catalog or list pricing at any time.

In the event of a discrepancy between a listed bid item price and a discounted catalog price, the bid item price shall prevail. Dutchess BOCES reserves the right to request catalogs, price lists, or other documentation to verify discount accuracy at any time during the contract term.

## Vendor Ordering Instructions

Vendors must provide complete ordering instructions, including available ordering methods, contact information, and any required account setup details. This information must be submitted with the bid and kept current throughout the term of the contract. Ordering requirements shall not restrict or limit the ability of Dutchess BOCES or participating districts to place orders as needed.

## 6. 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.

### Safety Data Sheets (SDS) Requirement

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

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 notify Dutchess BOCES immediately of any updates or changes to safety information. Failure to comply may result in rejection of the product or vendor liability for any resulting issues

---

## 7. 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:

### Delivery Requirements

The vendor shall maintain qualified representatives who are readily available to assist with ordering, invoicing, product inquiries, and support. Inside delivery is required, and shall be made within 5 days of receipt of order. Special delivery instructions will be indicated on each individual purchase order. Vendors are responsible for unloading and placing deliveries in designated storage areas.

Perishable and frozen items shall be delivered in temperature-controlled vehicles in accordance with applicable food safety regulations.

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

Vendors shall maintain sufficient inventory to meet the needs of Dutchess BOCES and participating districts. Chronic backorders, substitutions without approval, or failure to supply awarded items may be considered a performance issue and may result in contract action.

#### 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, regardless of order size or location, and to maintain all products in good condition until acceptance.

All shipments shall include a packing slip or delivery ticket referencing the purchase order number, item description, quantity, and vendor name. Proof of delivery must be furnished upon request. Deliveries shall occur between the hours of 8:00 a.m. and 3:00 p.m., Monday through Friday (excluding days of scheduled school closings), unless otherwise arranged. Vendors shall provide at least twenty-four (24) hours' notice prior to delivery. All materials shall be securely and properly packed for shipment according to accepted commercial practice.

The vendor shall be responsible for loss or damage to goods in transit and shall resolve all carrier claims without involvement of Dutchess BOCES or the receiving district.

Ownership of goods shall transfer to Dutchess BOCES or the ordering district upon delivery and acceptance. Dutchess BOCES or the receiving district reserves the right to reject any products that do not meet bid specifications or quality standards.

#### 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 procure such items from alternate sources. The vendor shall reimburse Dutchess BOCES for any excess costs incurred. If alternate purchases cost less, the vendor has no claim to the difference. Rejected items shall be removed or replaced within a reasonable timeframe.

#### Warranty

All products supplied under this contract shall be fresh, of merchantable quality, and free from defects in material, packaging, and workmanship. Products must meet all bid specifications, applicable health and safety standards, and manufacturer labeling requirements.

The vendor shall be responsible for replacing, at no cost, any products found to be defective, damaged, expired, or otherwise not in compliance with contract requirements at the time of delivery or within a reasonable inspection period thereafter.

For any non-food items or equipment provided (if applicable), the manufacturer's standard warranty shall apply. The vendor shall assist in facilitating any warranty claims and shall ensure that defective items are repaired or replaced in a timely manner at no additional cost.

#### Usage Reports

The successful vendor(s) must provide Usage Reports for Bid #2627-01 (Food & Grocery Items), including: Purchasing district name, bid item number, quantity purchased, and unit price and extended total.

A period-to-date report covering July 1 through January 1 of each contract year shall be submitted to Taylor Fiorito, Purchasing Agent, [taylor.fiorito@dcboces.org](mailto:taylor.fiorito@dcboces.org), by February 1. 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.

#### Product Quality

All products furnished under this contract shall be new, commercially packaged, and suitable for institutional food service use. Products must meet the specifications of this bid, be delivered in good condition, and 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. Any product delivered in damaged or noncompliant condition shall be replaced promptly at no cost to the District.

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

Prices shall remain firm except where market conditions warrant adjustment. Requests for price increases must be submitted in writing to Dutchess BOCES at least thirty (30) days in advance and must include documentation supporting the change in the vendor's cost from the manufacturer or supplier. No price increase shall be effective without prior written approval from Dutchess BOCES. Dutchess BOCES reserves the right to accept or reject any requested increase, to procure the item from an alternate source, or to rebid the item.

Vendors are required to pass through any decreases in cost to Dutchess BOCES and participating school districts as soon as such decreases are known. Failure to do so may result in reimbursement of overcharges and/or contract action.

For items subject to frequent market fluctuation, including but not limited to dairy products, pricing adjustments may be made in accordance with applicable published market indices or supplier pricing, provided documentation is submitted and approved in advance.

Dutchess BOCES reserves the right to request supporting documentation and to audit pricing at any time during the term of the contract.

### Buy American Provision

The District participates in the National School Lunch and School Breakfast Programs and, to the maximum extent practicable, shall purchase domestic agricultural commodities and food products in accordance with 7 CFR §210.21(d) and §220.16(d).

A domestic product is one produced and processed in the United States using more than 51% U.S.-grown agricultural commodities. Vendors must indicate for each item whether it meets this requirement. Non-domestic items will only be considered when permitted under federal regulations.

### New York State Farm to School Program

Some participating districts participate in the New York State 30% Farm to School Initiative, which encourages the purchase of food products grown or produced in New York State (NYS). A “New York State Food Product” is defined as a product grown, harvested, or produced in NYS, or a product processed within or outside NYS containing more than 51% NYS-grown agricultural commodities by weight or volume.

Vendors claiming NYS status must identify applicable products on the Bid Submission Sheet and provide a Product Formulation Statement (PFS) verifying compliance.

---

## 8. 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.

---

## 9. 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.
- 

## 10. 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 may be submitted to non-binding arbitration in accordance with the rules of the American Arbitration Association. The arbitration will take place in New York State. The arbitrator's recommendation shall be advisory only and shall not be binding on either party. Each party shall bear its own legal costs, and arbitration fees will be shared equally, unless otherwise directed by the arbitrator.

---

## 11. AWARD AND RESERVATION OF RIGHTS

### Multiple Award Provision

Dutchess BOCES reserves the right to make a single award, multiple awards, or no award, in the best interest of the cooperative. Awards may be made separately by category or jointly, depending on which approach provides the most advantageous pricing, product availability, and overall value.

### 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.

Awards will be made to the responsive and responsible vendor(s) offering the most advantageous pricing structure and overall value to the cooperative, consistent with the requirements of this RFB and in the best interest of Dutchess BOCES

### 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 the 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 valid purchase order.

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 the delivery, service, and performance requirements of this bid 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.

## 12. 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.

Payment by Dutchess BOCES or any participating school district shall not preclude a claim for adjustment on any item found not to have been provided in accordance with contract terms.

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. No payment or obligation is authorized unless and until a valid purchase order is issued by Dutchess BOCES. 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

## CERTIFICATIONS REQUIRED FOR BID SUBMISSION

### Instructions

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

### Included Certifications

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

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

---

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

- a. Once Dutchess BOCES has opened bids, there can be no changes to price or terms outside of legally permitted items. In addition, there are no provisions to cancel after an award is made, except by Dutchess BOCES, which maintains a unilateral right to cancel for any reason or no reason at all.
- b. Facsimile, telephone, or verbal bid or any modifications of bid documents will NOT be accepted or considered.
- c. Vendors may not alter the bid documents. Any requested modifications must be submitted in a separate document with the bid. Dutchess BOCES reserves the right to deem such bids non-responsive.
- d. Bids received after the time stated for the bid opening date in the Notice to Vendors will NOT be considered. The vendor retains all responsibility for proper timely submission.
- e. Dutchess BOCES will interpret the submission of a 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.
- f. Vendors on the NYS Labor Department or Workers' Compensation Debarment Lists are ineligible for award. By submitting a bid, the vendor affirms that they are in good standing with both agencies as of the bid date.
- g. No charges will be allowed for federal, state, or municipal sales and excise taxes, from which the political subdivisions are exempt, or for any portion of a gross receipts tax, MTA surcharge or other tax or surcharge imposed upon the vendor.
- h. Dutchess BOCES reserves the right to award this contract to one or more responsive and responsible proposers, if determined to be in the best interest of Dutchess BOCES, Dutchess BOCES may also reject bids and purchase services under an existing County or New York State contract if such services are available on equivalent terms, at a lower price.
- i. Selection of the awarded 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.
- j. To ensure compliance, vendors must provide all required documentation demonstrating their ability to fulfill the contract's requirements at their bid price.
- k. 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.
- l. 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 make a formal written dispute. If no dispute is submitted within this period, the vendor shall be deemed to have accepted the award and must fulfill all contractual responsibilities. Notice of award will be via email.
- m. Even when awarded the contract, the selected vendor(s) will not perform under this contract without an Issued Purchase Order.
- n. It is mutually understood and agreed that the selected vendor shall not assign, transfer, convey, sublet or otherwise dispose of the contract or their right, title, or interest therein, or their power to execute such contract, to any person, company or corporation without the previous written consent of Dutchess BOCES.

- o. Payments of any invoice shall not preclude Dutchess BOCES from making claim for adjustments on any item found not to have been in accordance with general terms and conditions and scope of services.
- p. This contract may be made available to other political subdivisions in accordance with GML §103(16), subject to mutual agreement. This practice, commonly referred to as “piggybacking” is subject to the vendor’s approval of the other entity to purchase under this contract and the terms and conditions remain intact if authority is granted. Dutchess BOCES assumes no responsibility for payment or other obligations of any other entity allowed to purchase under this "piggybacking" clause.
- q. Contractor personnel performing work under this agreement may be required to submit to criminal background checks in accordance with the SAVE Act and Education Law §305(30).
- r. Dutchess BOCES reserves the right to request additional documentation or clarification from proposers as necessary to evaluate logistical capacity and service feasibility. Failure to demonstrate the ability to meet SLA may result in a determination of non-responsibility.
- s. Dutchess BOCES reserves the right to reject any or all bids, to waive minor irregularities, and to award a contract deemed to be in the best interest of the District, in accordance with New York State General Municipal Law §103.
- t. All materials submitted in response to this RFB shall become the property of Dutchess BOCES and may be subject to disclosure under the New York State Freedom of Information Law (FOIL), Public Officers Law § 84–90. By submitting a bid, the vendor acknowledges and agrees that Dutchess BOCES is a public entity and is obligated to comply with FOIL. Bid submissions, including pricing and supporting documentation, may be disclosed to third parties upon request, unless a valid exception under FOIL applies. Vendors requesting exemption from disclosure for specific proprietary or trade secret materials must clearly identify such content at the time of submission and provide a written justification pursuant to FOIL §87(2)(d). Dutchess BOCES will determine the applicability of any claimed exemption in accordance with the law.

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

Company:	
Title:	
Signature:	
Name:	
Date:	

**BIDDER RESPONSIBILITY QUESTIONNAIRE**

COMPANY NAME:
ADDRESS:
CITY: STATE: ZIP:
POC: TITLE:
PHONE: FAX:
EMAIL: Years in business under current name:
BUSINESS REFERENCE 1:  BUSINESS REFERENCE 2:
<b>Legal &amp; Compliance</b> <ul style="list-style-type: none"><li>● I have read the terms and conditions of this RFB and agree to them</li><li>● No bankruptcy, liens, or judgments in past 5 years</li><li>● Not debarred or suspended by any agency</li><li>● This bid is valid for no less than 90 days from the scheduled Bid Opening</li><li>● Pricing for the term is fixed per this RFB terms</li><li>● No terms or stipulations added to this bid are binding unless agreed in writing by Dutchess BOCES</li><li>● This contract does not guarantee funding beyond the current fiscal year. All purchases are subject to budget availability and issuance of a valid purchase order.</li></ul>
Comments:
The undersigned agrees to supply the service and products bid, as agreed upon in final contract and pursuant to the terms of this Request For Bid.
_____ SIGNATURE                      NAME                      TITLE

**Non-Collusive Bid Certification**

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

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

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

Company:	
Title:	
Signature:	
Name:	
Date:	

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

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

**IRAN DIVESTMENT ACT CERTIFICATION**

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

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

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

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

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

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

**Bidder Certification (Check One):**

- I certify that the bidder is not on the Prohibited Entities List and is in full compliance with the Iran Divestment Act.
- I cannot certify compliance. An explanation is attached.

Company:	
Title:	
Signature:	
Name:	
Date:	

---

**Sexual Harassment Prevention Certification**

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

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

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

Company:	
Title:	
Signature:	
Name:	
Date:	

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

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

---

**CONFLICT OF INTEREST DISCLOSURE STATEMENT**

PLEASE COMPLETE A OR B BELOW:

- 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.

Company:	
Title:	
Signature:	
Name:	
Date:	

- 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:

---

---

---

---

Company:	
Title:	
Signature:	
Name:	
Date:	