



NOTICE TO BIDDERS

RFB 2627-04

Milk and Milk Products

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 milk and milk products as required by Dutchess BOCES, as set forth in this solicitation.

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 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 **11:00 a.m. on April 1, 2026**. 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. Only the name of the vendors submitting bids will be publicly announced on the date and time bids are due.

All questions or requests for clarification regarding this RFB must be submitted in writing via email to the purchasing department no later than March 18, 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

Phone: 845.486.4800 ext. 2203

Attachments:

Attachment 1. Excel Sheet

RECEIPT CONFIRMATION FORM

PLEASE COMPLETE AND RETURN THIS FORM ASAP

RFB NUMBER: #2627-04 TITLE: Milk and Milk Products

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@dcboces.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 11:00 a.m. on April 1, 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 are responsible for carefully reviewing the entire contents of this RFB packet, including all requirements, specifications, and terms. Please ensure all required documentation is included, completed in full, and submitted according to the instructions provided.

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 1, 2026 at 11 a.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# 2627-04 – Milk and Milk Products"

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 pages 16-24 in this RFB, with all pages properly and legibly completed with the appropriate signatures.
- Proof of Insurance, and Compliance with NYS Regulations
- FLASH DRIVE – Pricing Submission in Excel format (as required in Section 4)
- Product Formulation Statement (PFS) for each applicable product
- Letter of Credit, if you have not done business with Dutchess BOCES before.
- Any addenda issued by Dutchess BOCES (if applicable)

2. INTRODUCTION & BACKGROUND

BOCES are cooperative associations of school districts established by New York State law to share services 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 milk and milk products at the prices and specifications outlined herein, on an as-needed, pay-per-use basis, to Dutchess BOCES and its component school districts.

Contract Period

The initial term of this contract 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 extensions may be exercised upon mutual consent. Dutchess BOCES is not obligated to exercise any extension and reserves the right to decline extensions for any lawful reason.

Brand Specifications, Nutrition Compliance & Alternate Products

The items listed in this bid have been reviewed and approved by Food Service Directors and meet New York State Education Department Child Nutrition Program and USDA requirements. Vendors shall supply only the products awarded. No substitutions shall be made without prior written approval from Dutchess BOCES Purchasing.

Vendors may propose alternate or “or equal” products at the time of bid submission; however, all proposed alternates must include sufficient documentation for evaluation, including product specifications, packaging information, and Product Formulation Statements (PFS), where applicable. Dutchess BOCES reserves the right to determine equivalency and to reject any alternate product that does not meet specifications or lacks adequate supporting documentation.

Dutchess BOCES reserves the right to request nutritional information or additional documentation for any product at any time during the bid process or contract term.

Quality and Product Requirements

All milk shall be pure, pasteurized, and homogenized, meeting or exceeding the bacteriological standards of the current Grade A Pasteurized Milk Ordinance (PMO):

- Standard plate count $\leq 20,000$ CFU/mL
- Coliform count ≤ 10 CFU/mL

All milk and milk products must comply with federal, state, and local food safety and sanitation laws. Products failing to meet New York State cleanliness, quality, or bid specifications will be rejected. Vendors must replace noncompliant or damaged products at no cost. Vendors must hold a valid permit from the New York State Department of Agriculture and Markets and maintain compliance with all applicable health regulations. Proof of current permits and compliance certificates must be provided upon contract award.

Delivery

- Deliveries must be in sanitary, sealed containers. Refrigerated items must be maintained at 40°F or below; frozen items at 0°F or below. Milk must have a minimum of ten (10) days' shelf life at delivery.

- Delivery times: 7:00 AM – 2:00 PM, Monday–Friday, unless otherwise approved. Vendors must provide at least 24 hours’ notice.
- Vendors are responsible for unloading and placement in designated refrigeration units. District staff will not assist. Sidewalk/door-only deliveries are not accepted.
- Each delivery must include a packing slip with vendor name, purchase order number, items, and quantities.
- Damaged, spoiled, or nonconforming products must be replaced promptly at no cost. Vendor is responsible for filing carrier claims.
- Dutchess BOCES may reject products not meeting specifications; failure to deliver correctly may be considered breach of contract, with costs recoverable if the District purchases replacement items on the open market.
- Vendors must promptly notify the Food Service Director of delivery delays or shortages and provide supplemental deliveries as needed.

Nutritional Information

Vendors must provide nutritional information for all milk and milk products, including calories, fat, saturated fat, sugar, protein, and key vitamins and minerals, as required for federal and New York State regulatory compliance.

Piggybacking

This contract may be used by other governmental entities under **GML §103**, with vendor consent. Dutchess BOCES is not responsible for performance, orders, or payments by other entities. For school districts within New York State, see the *Eligible School Districts* page of this RFB.

4. Pricing**Item Numbers**

Vendors must provide the corresponding vendor stock number for each item bid.

Brand Bid

Vendors must indicate the brand for each item bid.

Unit Pricing

Unit prices must include all materials, handling, and incidental costs necessary to deliver the items as specified. Vendors are not required to bid on every item; any items not offered may be left blank and will not be considered for award.

Buy American

Indicate for each item whether it meets the Buy American provision (Y/N). Failure to provide this information will result in rejection of that item.

NYS Farm to School

Indicate for each item whether it meets the NYS Farm to School Initiative (Y/N). Failure to provide this information will result in rejection of that item.

Freight and Delivery

All pricing shall be F.O.B. destination, fully freight prepaid. Shipping and handling costs must be included in the unit price; no additional freight, delivery, or fuel surcharges will be accepted, except for nonstandard freight requirements (e.g., bulk or specialty items). Any exceptions must be clearly noted in the submission and approved in writing by Dutchess BOCES prior to order fulfillment.

Minimum Orders

Dutchess BOCES and participating districts will aim to submit orders totaling at least \$50.00. The successful vendor may not require a minimum order as a condition of fulfilling an order.

Submission Format

All bids must use the forms provided by Dutchess BOCES and include all required fields: vendor item number, brand, unit price, Buy American (Y/N), and NYS Farm to School (Y/N). Prices must correspond to the stated Unit of Measurement and may not be submitted for partial or other units. Failure to provide pricing in the correct unit may result in rejection of that item.

- **Example:** If the stated bid price is per gallon, pricing must be per gallon.

To be considered for award, vendors must:

- Submit one (1) original hard copy of pages 16-24 per section 1.
- Include one (1) flash drive containing the completed Excel Pricing Worksheet in the original format provided by Dutchess BOCES.
- Complete all required fields for each item being submitted.
- Leave any line blank for items not offered.

The flash drive must be enclosed with the sealed bid submission. Failure to include the electronic pricing file may result in rejection of the bid as non-responsive.

Projected usage quantities are estimates based on previous years and may vary due to school schedules, remote learning, or emergency closures.

Additional Discount

Vendors may offer optional discounts for products not specifically listed on the pricing sheet. This allows flexibility as products, flavors, and nutrition standards evolve. This optional discount will not be considered in determining the lowest responsive and responsible bidder for listed items.

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 for the manufacture, distribution, and/or sale of food products

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- Vendors should have a minimum of two (2) years' experience providing similar services.
 - Dutchess BOCES reserves the right to disqualify vendors based on negative reference checks or unsatisfactory past performance.

Material Safety Data Sheets (MSDS) / 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.

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

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 five (5) business days of receipt of a valid purchase order. Special delivery instructions will be indicated on each individual purchase order. The delivery location shall be specified on the purchase order. The contractor shall ensure that products are delivered as scheduled and in proper condition. The contractor shall ensure that all products are delivered as scheduled and in proper condition, and any damaged, noncompliant, or incorrect products must be replaced promptly at no cost to the District.

Force Majeure

Neither Dutchess BOCES nor the vendor shall be liable for delays or failure to perform due to events beyond their reasonable control, including but not limited to acts of God, fire, flood, terrorism, war, strikes, or other natural or human-caused disasters. The affected party must notify the other promptly and make reasonable efforts to resume performance.

Usage Reports

The successful vendor(s) must provide Usage Reports for Bid #2627-04 (Milk & Milk Products), including: stock number, item description, quantity purchased, purchased by (school district), unit price.

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@dcbooces.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 and New York State food safety and labeling requirements. Any product delivered in damaged or noncompliant condition shall be replaced promptly at no cost to the District.

Contractor Performance & Deductions for Non-Compliance

In the event the contractor fails to deliver products within the required timeframe, Dutchess BOCES reserves the right to engage another vendor to fulfill the order. Any reasonable and documented costs incurred by Dutchess BOCES in excess of what would have been incurred had the products been delivered by the awarded contractor may be charged back to the contractor. The contractor shall also be responsible for documented losses directly resulting from such failure, to the extent permitted by law.

Price Adjustments – Milk and Milk Products

Milk and milk product prices may fluctuate based on the Federal Milk Market Administrator's Class I announcements. Vendors must provide written notice, including supporting documentation, to Dutchess BOCES at least 30 days in advance for any proposed price increase.

Vendors are required to pass along any price decreases to the District in a timely manner. Dutchess BOCES may accept the increase, reject it and award to the next lowest responsive bidder, or re-solicit the item.

Vendors must maintain documentation supporting all price changes and provide an annual summary of supplier pricing upon request. Dutchess BOCES reserves the right to audit pricing and documentation at any time during the contract term or within 12 months after contract conclusion. No price adjustment will be honored without prior written approval.

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.

Milk Requirements:

- Provide farm(s) of origin.
- Milk must be free from artificial growth hormones (rBST/rBGH).
- Flavored milk may not exceed 10 grams of sugar per 8 oz serving.
- Yogurt cannot have more than 12g of added sugar per 6 oz.
- Milk shall not be ultra-pasteurized.
- Delivery required at least twice weekly and within 2–4 days of processing.
- Vendor must be properly registered to operate in New York State.

Participating districts may elect to purchase NYS-sourced or non-NYS-sourced products. Awards will be made to the lowest responsive and responsible bidder; however, where applicable, districts reserve the right to also award to a compliant NYS-sourced vendor to support Farm to School participation.

NO rBGH or rBST

The vendor(s) shall not furnish milk or milk products sourced from cows treated with synthetic rBST (recombinant Bovine Somatotropin), also known as rBGH (recombinant Bovine Growth Hormone). All milk must be labeled or certified by the processor as derived from cows not treated with rBST. The vendor shall maintain documentation or a written affidavit from the milk processor verifying compliance and shall provide such documentation upon request.

Labeling & Packaging

All products must be commercially packaged with full labeling. “Packer’s label” is not acceptable. Only branded products may be proposed. Packaging must include product name, variety, grade, style, manufacturer, place of origin, net contents, and nutritional information. Upon request, vendors shall provide proof of source, USDA inspection certificates, or other supporting documentation at the vendor’s expense.

Substitute or “Or Equal” Items

Vendors proposing a substitute or “or equal” item must demonstrate that the product meets or exceeds all bid specifications. The District reserves the right to determine equivalency. No substitutions shall be made without prior written approval from Dutchess BOCES Purchasing.

Documentation sufficient to evaluate the product must be submitted upon request and may include product specifications, size, weight, formulation details, country of origin, and a Product Formulation Statement (PFS), if applicable. Failure to provide adequate documentation may result in the alternate item being rejected. No products made from expanded polystyrene foam will be accepted.

Samples

The District reserves the right to request product samples at any time during the bid process or contract term. Samples, if requested, must be provided at no cost to the District and by the specified deadline. Failure to provide requested samples may result in rejection of the item.

Inspection

Public health officers or other authorized representatives of Dutchess BOCES or participating school districts shall have the right to inspect the premises, facilities, and methods used in the preparation, handling, and delivery of milk. Standard tests may be performed on any milk delivered to ensure compliance with contract specifications.

All products are subject to inspection, acceptance, or rejection by the Food Service Director. The District shall be the sole judge of quality and quantity, and its judgment shall be final.

Warranty

The contractor warrants that all products delivered under this contract shall strictly conform to the bid specifications and shall comply with all applicable federal and New York State laws and regulations, including USDA Child Nutrition Program requirements and New York State Department of Agriculture and Markets standards. Upon notice by the District, any product found to be nonconforming, damaged, or otherwise not in compliance shall be promptly replaced at no additional cost to the District. This warranty shall not apply to spoilage or damage resulting solely from improper storage or handling by the District.

References

Bidders shall submit a minimum of two (2) references for similar food product distribution services within the past three (3) to five (5) years. References should include the client name, contact person, telephone number, email address, and a brief description of the services provided.

Dutchess BOCES reserves the right to contact any references provided and to consider reference information in determining bidder responsibility. Failure to provide references may result in a determination of non-responsibility.

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 contractor for the full duration of the agreement, including any extensions, provided the contractor fully 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 contractor. 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, as reasonably determined by the District. In the event of termination for cause, Dutchess BOCES shall not be liable for any costs incurred by the contractor after the effective date of termination. Payment will be made only for work satisfactorily performed and accepted by the District prior to 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. The vendor shall be compensated for services satisfactorily performed through 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 contractor shall promptly return all Dutchess BOCES property, data, and documentation. Dutchess BOCES shall have no further obligations, penalties, or liabilities beyond payment for services accepted and rendered.

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: \$1,000,000 per occurrence

Dutchess BOCES, the Board, and their 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 (General Liability).
- Reflect primary and noncontributory coverage, waiver of subrogation, and required notice provisions.

Subcontractors:

If subcontractors are authorized, they must carry the same coverage and limits. The contractor is responsible for verifying and maintaining their compliance.

Continuous Coverage:

All required insurance policies must remain in full force and effect for the duration of the contract, including any authorized extension periods, without lapse or interruption.

Compliance With Laws:

All goods and services provided under this contract must comply with all applicable federal, state, and local laws and regulations, including the Federal Food, Drug, and Cosmetic Act, USDA regulations, New York State Department of Agriculture and Markets regulations, and New York State Department of Health requirements.

Indemnification:

The contractor shall indemnify and hold harmless Dutchess BOCES, its officers, employees, and agents from any claims, damages, or causes of action arising from the contractor's acts or omissions.

9. DISPUTE RESOLUTION

Dutchess BOCES and the contractor 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**

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, consistent with New York State General Municipal Law §103.

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 may be made by item, category, or in aggregate to the lowest responsive and responsible bidder(s) meeting specifications, in accordance with New York State General Municipal Law §103. Dutchess BOCES also reserves the right to purchase items on County or New York State contracts if such items are available under the same terms and at a lower price.

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, in accordance with New York State General Municipal Law §103.

USDA & State Contract Exclusions

Participating districts reserve the right to cancel any items from this contract if the item is received through the USDA Food Distribution Program or is available under New York State OGS Contract.

Board Approval and Award

No award shall be made without the formal approval of the Dutchess BOCES Board of Education. The award is contingent upon Board approval and the availability of appropriated funds. A contract shall not be considered 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.

Contract Discrepancies & Re-Award

Any discrepancy in product quality, labeling, nutrition compliance, packaging, or delivery performance 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 participating districts. The original vendor may be held financially responsible for any cost difference. Vendors and participating districts must notify the Dutchess BOCES Purchasing department of any discrepancies or substitutions.

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.

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.

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.

Vendors acknowledge that Dutchess BOCES is bound only by this RFB and any subsequent executed contract; no other terms, conditions, or stipulations in the bid shall apply without the express written approval of Dutchess BOCES.

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 authorized only 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

CERTIFICATIONS REQUIRED FOR PROPOSAL 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 may 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 proposal 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 proposals, 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 proposal or any modifications of proposal documents will NOT be accepted or considered.
- c. Vendors may not alter the proposal documents. Any requested modifications must be submitted in a separate document with the proposal. Dutchess BOCES reserves the right to deem such proposals non-responsive.
- d. Proposals received after the time stated for the proposal 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 proposal 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 proposal, the vendor affirms that they are in good standing with both agencies as of the proposal 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 proposals 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 proposal will be made in accordance with New York General Municipal Law §103 and all other applicable laws and regulations, on either a lowest responsible bidder or best value basis, as specified in the solicitation.
- j. To ensure compliance, vendors must provide all required documentation demonstrating their ability to fulfill the contract's requirements at their proposal price.
- k. Prices, and all required information, except signature of proposer, should be typewritten or printed for legibility. 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 proposal. 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 contract requirements may result in a determination of non-responsibility.
- s. Dutchess BOCES reserves the right to reject any or all proposals, 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 RFP 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 proposal, the vendor acknowledges and agrees that Dutchess BOCES is a public entity and is obligated to comply with FOIL. Proposal 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

<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>		Years in business under current name:
<i>BUSINESS REFERENCE 1:</i>		<i>BUSINESS REFERENCE 2:</i>
<i>Please attach additional references or more details when applicable.</i>		
Legal & Compliance		
<ul style="list-style-type: none"> ● I have read the terms and conditions of this RFP and agree to them ● No bankruptcy, liens, or judgments in past 5 years ● Not debarred or suspended by any agency ● This bid is valid for no less than 60 days from the scheduled Bid Opening ● No terms or stipulations added to this proposal are binding unless agreed in writing 		
<i>Comments:</i>		
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.		
<i>SIGNATURE</i>	<i>NAME</i>	<i>TITLE</i>

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 §139-1 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:	

BID SUBMISSION SHEET

DUTCHESS BOCES COOPERATIVE MILK & MILK PRODUCTS BID #2627-04

Contract Period: July 1, 2026 through June 30, 2027

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

PERMIT AND LICENSE

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

New York State Dept. of Agriculture and Markets

License # _____ **Date of Expiration** _____

Vendor Name: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Email Address: _____

Date: _____