



NOTICE TO BIDDERS

RFB 2526-09

FRESH BAKED STUDENT PIZZA AND DELI CATERING

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 the services of FRESH BAKED STUDENT PIZZA AND DELI CATERING as required by Dutchess BOCES and the participating districts, 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 Michael Maher, Purchasing Agent. Sealed bids, on the forms provided, are to be filed with the same, and will be publicly opened at the Dutchess BOCES Administration Building at **10:00 a.m. on August 1, 2025**.

Point of Contact for this RFB is:

Dutchess BOCES

ATTN: Michael Maher, Purchasing Agent
5 BOCES Rd, Poughkeepsie, NY 12601
Email: michael.maher@dcboces.org
Phone: 845.486.4800 ext. 2262

Point of Contact for Technical Questions is:

Dutchess BOCES

ATTN: Holly Peters-Heady, Senior Cook Manager
5 BOCES Rd, Poughkeepsie, NY 12601
Email: holly.petersheady@dcboces.org
Phone: 845.486.4800 ext. 2231

Attachments:

- Attachment 1. Student Nutrition Guidelines
- Attachment 2. Student Pizza Pricing Sheet
- Attachment 3. Pizza/Deli Catering Pricing Sheet

RECEIPT CONFIRMATION FORM

PLEASE COMPLETE AND RETURN THIS FORM ASAP

RFB NUMBER: **#2526-09** TITLE: **Fresh Baked Student Pizza and Deli Catering**

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: michael.maher@dcbooces.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 10:00 a.m. on August 1, 2025.**

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

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

Dutchess BOCES is interested in the reasons why bidders fail to submit bids. Please indicate your reason(s) by checking all appropriate item(s) below and returning this form to the address below.

- | | |
|---|--|
| <input type="checkbox"/> Insufficient time allowed for preparation of bid. | <input type="checkbox"/> Quantities too small |
| <input type="checkbox"/> We do not offer these goods/services. | <input type="checkbox"/> Other : _____ |
| <input type="checkbox"/> Insurance requirements are too restrictive. | _____ |
| <input type="checkbox"/> Bond requirements are too restricting. | _____ |
| <input type="checkbox"/> Workload does not allow us to bid at this time. | _____ |
| <input type="checkbox"/> Specifications unclear or too restrictive. | _____ |

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.

Bid Due Date: August 1, 2025 at 10 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 for Fresh Baked Student Pizza and Deli Catering #2526-09"

Bids must include:

- ☐ IRS Form W-9
- ☐ Bidders are required to submit one completed hard copy of Pages 3 through 26 of this RFB, this hard copy must be returned with your bid. Please note that pages 15 through 26 must be properly and legibly completed with the appropriate signatures.
- ☐ Certificate(s) of Insurance (COI)
- ☐ Company Information (Page 15 of this RFP)
- ☐ Student Pizza Pricing Sheet (including district selection)
- ☐ Catering Pizza and Deli Pricing Sheet (including district selection)
- ☐ Ordering Instructions for Districts
- ☐ Any additional offerings w/Pricing (e.g. other sandwiches, platters, desserts, sides, etc.)

(If bidding on this, the vendor must attach their own sheet showing items and pricing)

2. INTRODUCTION & BACKGROUND

Boards of Cooperative Educational Services (BOCES) were established by New York State legislation in 1948 to help smaller school districts expand their educational offerings through shared services. In 1955, additional legislation authorized BOCES to provide vocational and special education services.

BOCES are voluntary cooperative associations of school districts within a geographic region that work together to share planning, programs, and services. This shared approach allows districts to deliver educational and support services more economically, efficiently, and equitably than they could on their own.

BOCES programs and services include, but are not limited to: special education, career and technical education, academic and alternative programs, summer school, staff development, instructional and management technology services, educational communications, and business office support.

Dutchess BOCES Purchasing manages procurement for all programs and services offered by Dutchess BOCES, as well as operational needs and requests from component districts. By leveraging the collective buying power of multiple districts, we aim to achieve best value for our schools and taxpayers.

3. SCOPE OF SERVICES

The purpose of this Request for Bids (RFB) is to secure qualified vendors to provide fresh baked student pizza and deli catering as needed to Dutchess BOCES and its component districts. Services will be rendered on a pay-per-use basis, as needed, and will include all labor, parts, materials, and documentation necessary to ensure full compliance with applicable state and federal regulations.

Student Pizza

Student pizza must meet the nutritional guidelines established by the National School Lunch Program (NSLP). The details of the requirements are included in **Attachment 1** of this RFB.

Catering Pizza

Catering pizza is standard pizzas as prepared and offered without special dietary considerations or requirements.

Deli Catering

Deli catering will include standard deli/pizza vendor offerings to include, hot sandwiches, cold sandwiches, salads, pastas entrees and various standard menu items. There are no specific nutritional or dietary requirements for Deli Catering.

Drinks

Drinks are standard bottled or canned beverages as offered by the vendor. Vendors may submit pricing per unit and/or by the case or lot.

Delivery

Delivery charges are to be included in pricing and no fees will be charged for delivery or processing of orders above the contracted costs.

Deliveries are to be made to the locations and at the times agreed to between the ordering agency and the vendor. Vendor will be notified no less than twenty-four (24) hours prior to any required deliveries.

Delivery may be made using vendor-owned or employee-operated vehicles, provided that all vehicles are properly equipped to maintain food safety standards. Vendors must have the capability to deliver cooked pizza to multiple school locations simultaneously, while maintaining a food temperature of no less than 165°F at the time of delivery.

There will be no assistance for delivering, and deliveries must be made and delivered to the place directed inside the building. All materials and supplies must be securely packed in uniform containers, adequately marked as to contents and delivered without damage or breakage in such units specified in schedules.

Each delivery shall be accompanied by a delivery ticket or packing slip (or similar) which includes the following information for each delivery:

- | | |
|-------------------------|-----------------------------------|
| ● Vendor Name | ● Names or Description of Item(s) |
| ● Purchase Order Number | ● Quantity |
| ● Item Number(s) | |

It is the responsibility of the vendor to ensure their delivery personnel are fully aware of all delivery requirements.

Due to the structured nature of school meal schedules, redelivery is rarely feasible and late or missed deliveries may result in non-payment or deduction.

Minimums

Every effort will be made by Dutchess BOCES and Participating School Districts to submit orders totaling at least \$50.00, but no minimum orders may be required by the Successful Bidder.

Estimated Usage

The below usage is for estimating purposes only and no guarantees of volume are given.

Arlington CSD	No Information Available
Beacon CSD	No Information Available
Dover UFSD	No Information Available
Dutchess BOCES	2,000 Pizzas
Hyde Park CSD	No Information Available
Millbrook CSD	3,000 Pizzas
Pawling CSD	No Information Available
Pine Plains CSD	No Information Available

Poughkeepsie City SD	100 Pizzas (catering)
Red Hook CSD	No Information Available
Rhinebeck CSD	No Information Available
Spackenkill UFSD	3,000 Pizzas
Wappingers CSD	No Information Available
Webutuck CSD	No Information Available

Contract Period

The initial term of this contract shall begin on August 15, 2025, or upon Board of Education approval, whichever is later, and shall continue through August 14, 2026. The end date of the initial term is fixed and shall not be extended due to a delayed start. Dutchess BOCES reserves the right to extend the agreement for up to four (4) additional one-year periods, upon mutual written 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.

4. GENERAL INFORMATION

Contract Formation

The successful vendor's bid submission, together with this RFB and any addenda issued, shall form the basis of the agreement between Dutchess BOCES and the vendor. By submitting a bid, the vendor agrees that all terms, conditions, and specifications of this RFB are binding upon award and shall constitute an agreement once a Purchase Order is issued and accepted. No other documents or terms submitted by the vendor shall be binding unless expressly accepted in writing by Dutchess BOCES.

The following general conditions apply to all bid submissions and will govern the interpretation and administration of this solicitation:

- a. Once Dutchess BOCES has opened bids, there can be no changes to price or terms outside of legally permitted final negotiations of things such as final staffing requirements, payment terms, or guarantees. In addition, there are no provisions to cancel after an award is made, except by Dutchess BOCES, which maintains a unilateral right to cancel for any reason or no reason at all.
- b. The envelope shall be clearly marked on the front with the name of person, firm, or corporation submitting the bid, and **"RFB for Fresh Baked Pizza and Deli Catering RFB# 2526-09 - bid opening 8/1/2025 10 a.m."**
- c. Facsimile, telephone, or verbal bid or any modifications of bid documents will NOT be accepted or considered.
- d. 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.

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- e. Bids received after the time stated for the bid opening date in the Notice to Vendors will NOT be considered and will be returned to the vendor unopened. The vendor assumes all responsibility for having the bid submitted on time at the place specified.
 - f. 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.
 - g. 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.
 - h. 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.
 - i. Dutchess BOCES reserves the right to award this contract to one or more responsive and responsible bidders, if determined to be in the best interest of the District(s). 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 and at a lower price.
 - j. 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.
 - k. To ensure compliance, vendors must provide all required documentation demonstrating their ability to fulfill the contract's requirements at their bid price.
 - l. 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.
 - m. 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.
 - n. Even when awarded the contract, the selected vendor(s) will not perform under this contract without an Issued Purchase Order.
 - o. 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.
 - p. Bid prices shall remain firm for the duration of the initial term of the contract.
 - q. For any contract extensions, the vendor may submit a written request to adjust pricing based on the percentage change (increase or decrease) in the New York State Consumer Price Index (CPI-U), as published by the U.S. Bureau of Labor Statistics, for the preceding 12-month period. All requests for price adjustments must be submitted at least sixty (60) days prior to the renewal date and must include supporting documentation. Any such request is subject to review and approval by Dutchess BOCES. No increase will be applied automatically, and no adjustment shall take effect without prior written approval of Dutchess BOCES. Dutchess BOCES reserves the right to deny any requested increase, negotiate alternate terms, or require continued pricing based on market conditions or budgetary constraints. Price increase requests are not guaranteed.

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

Public Disclosure and FOIL Notice

All materials submitted in response to this Request for Bids (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. Blanket statements that the entire bid is “confidential” or “proprietary” will not be honored and may result in the bid being considered non-responsive.

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.

5. QUALIFICATIONS & REQUIREMENTS

To be considered for award, vendors must meet the following minimum qualifications and provide documentation as requested. This is a cooperative bid intended for use by Dutchess BOCES and its component school districts. Vendors must be capable of servicing multiple delivery locations as specified in this RFB.

Component Districts

Below is a list of our component districts that are eligible to utilize this contract. An asterisk (*) indicates that the district has expressed intention of utilizing this award.

Arlington Central School District

Beacon City School District

Dover Union Free School District

*Dutchess BOCES

Hyde Park Central School District

*Millbrook Central School District

Pawling Central School District

Pine Plains Central School District

*Poughkeepsie City School District

Red Hook Central School District

Rhinebeck Central School District

*Spackenkill Union Free School District

Wappingers Central School District

Webutuck Central School District

NUTRIENT ANALYSIS INFORMATION

A written nutrient analysis for each awarded item must be included with bid submissions. The pizza product must be able to comply with the whole grain criteria in the National School Lunch Program (see attached Terms and Conditions for details) and must be of such nutritional value

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that the Food Service Manager is able to incorporate the pizza into a weekly menu that is in compliance with the Healthy Hunger-Free Kids Act.

All items must have the following information included with delivery:

- CALORIES
- CALORIES FROM FAT
- CALORIES FROM SATURATED FAT
- PROTEIN
- CALCIUM
- IRON
- VITAMIN A
- VITAMIN C
- SODIUM

Licensing and Certifications

Vendors must hold all required and valid licenses and permits under applicable federal, New York State, and local laws to prepare, handle, and deliver food intended for school consumption.

A copy of a current Board of Health Permit must be submitted with the bid response.

Vendors must comply with all food transportation regulations in all jurisdictions where deliveries will occur.

All supplies and food products shall comply in all respects to the standards and regulations established by Federal or New York State Laws, including the Federal Food, Drug and Cosmetic Act, and subsequent decisions of the U.S. Department of Agriculture and the Board of Health.

Delivery and Handling

Vendors must have the operational capacity to deliver to multiple school sites across Dutchess BOCES and its component districts.

Deliveries must be made in insulated or temperature-controlled containers/vehicles to maintain food quality and safety.

Delivery windows will be coordinated with each location and may include both lunch and dinner service periods.

BUY AMERICAN PROVISION – IMPORTANT!

The District participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food services funds, to the maximum extent practical, to buy domestic commodities or products for Program meals.

Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336) added a new provision, Section 12(n) of the NSLA (43 USC 1760(n)), requiring School Food Authorities to purchase domestically grown and processed food, to the maximum extent practicable. NSLA defines “domestic commodity or product” as one that is produced and processed in the United States substantially using agricultural commodities that are produced in the United States as provided in 7 CFR Part 210.21(d). “Substantially” means that over 50% of the final processed product consists of agricultural commodities that were grown in the USA. Products from Guam, American Samoa, Virgin Islands, Puerto Rico and the Northern Mariana Islands are allowed under this provision as territories of the United States.

INSPECTION

Any authorized agency of the school or Health Department shall have the right to inspect the premises, facilities and methods by which products are manufactured and may make or cause to be made standard tests for fats, solids and bacteria for the purpose of determining whether or not the terms of the contract are being properly performed. All ingredients (dairy and nondairy) shall be properly inspected prior to use, and the contractor shall keep records of laboratory analysis on file for inspection by authorized representatives.

References and Experience

Vendors should have a minimum of two years' experience providing school or institutional food service at a similar scale.

Dutchess BOCES may require references and reserves the right to disqualify bidders based on negative reference checks or unsatisfactory past performance.

6. CONTRACTOR RESPONSIBILITIES

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

Health and Safety Compliance

All food items must be prepared, handled, and delivered in accordance with USDA, New York State Department of Health, and local health department regulations.

Vendors must follow best practices for food safety, including proper temperature control, sanitation, and handling during preparation and transport.

Dutchess BOCES and/or participating districts reserve the right to inspect vendor kitchens, commissaries, or delivery vehicles at any time during the contract period.

Timely Service Delivery

The contractor is responsible for ensuring all deliveries are made on time and in accordance with the schedules established by each ordering location. Consistent delays or failure to meet agreed delivery windows may result in corrective action, up to and including contract termination.

Contractor Performance & Deductions for Non-Compliance

Dutchess BOCES and its participating districts operate on strict school meal schedules. As such, timely and compliant delivery is essential. The following deductions may be applied for non-performance:

- \$25 per occurrence may be deducted for:
 - Late deliveries without prior notice
 - Failure to deliver to the designated location inside the building
 - Missing or inaccurate delivery tickets or documentation
- \$50 per occurrence may be deducted for:
 - Delivery of food below the required 165°F temperature standard
 - Unauthorized substitutions or delivery of unapproved products

In cases where service delivery fails and redelivery is not feasible due to meal scheduling constraints, Dutchess BOCES reserves the right to:

- Seek alternative sourcing at the vendor's expense
- Deduct the cost of any replacement product
- Report the incident as unsatisfactory performance under the contract

Dutchess BOCES may waive a deduction at its sole discretion upon written explanation from the contractor. However, repeated failures may result in formal corrective action or contract termination.

Samples

Upon request by Dutchess BOCES, bidders must submit samples for evaluation of quality and compliance with these specifications.

7. CONTRACT RETENTION & TERMINATION CONDITIONS

The following conditions govern the continued retention of any contract awarded under this RFB. The District(s) reserve 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 complies with all terms and conditions of the contract and performs in a satisfactory manner. Continuation of the agreement into any optional renewal period shall be contingent upon mutual written consent and satisfactory performance, as determined solely by Dutchess BOCES.

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 deliveries
- 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 contractor 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 contractor 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 contractor. In such case, the contractor 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 contractor 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.

8. INSURANCE & COMPLIANCE REQUIREMENTS

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

A. Commercial General Liability Insurance

- a. Minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- b. Coverage must include: premises and operations, products and completed operations, contractual liability, and independent contractors.
- c. Additional Insured: Dutchess BOCES, its officers, agents, and employees shall be named as additional insureds on a primary and noncontributory basis.

B. Business Automobile Liability Insurance

- a. Minimum of \$1,000,000 combined single limit per accident.
- b. Must cover all owned, leased, hired, and non-owned vehicles used in performance of the contract.

C. Workers' Compensation and Employers' Liability Insurance

- a. As required by the laws of the State of New York.

D. Disability Benefits Insurance

- a. As required by New York State Law.

E. Umbrella/Excess Liability Insurance

- a. Minimum limits of \$1,000,000 per occurrence and aggregate
- b. Must provide additional coverage above the limits of the Commercial General Liability and Business Automobile Liability policies.

F. Certificate of Insurance

- a. The contractor must provide Certificates of Insurance evidencing the above coverages prior to the commencement of work and upon renewal of each policy.
- b. Certificate Holder: Certificates must name Dutchess BOCES as the certificate holder at the following address:

Dutchess BOCES, 5 BOCES Road, Poughkeepsie, NY 12601

- c. Notice of Cancellation: Policies must provide that the insurer will give at least 30 days' prior written notice to Dutchess BOCES of any cancellation or material change in coverage.

G. Subcontractors

- a. The contractor shall ensure that any subcontractors engaged in the performance of this contract maintain insurance coverage with the same terms and limits as specified above.

All required insurance policies must remain in full force and effect for the duration of the contract. The vendor shall maintain continuous coverage, without lapse or interruption, from the

start date of the agreement through its conclusion, including any authorized extension periods. Dutchess BOCES reserves the right to request updated certificates of insurance at any time to verify active coverage.

Dutchess County BOCES and its participating school districts will be held harmless in the event of a claim or cause of action resulting from an accident or injury by the contractor.

9. DISPUTE RESOLUTION

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

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

This contract shall be governed by the laws of the State of New York. Any disputes arising under or related to this contract shall be resolved in a court of competent jurisdiction within the State of New York. Binding arbitration is not permitted unless specifically authorized by statute.

10. AWARD AND RESERVATION OF RIGHTS

The award of this contract shall be made to the lowest responsive and responsible bidder, optimizing quality, cost, and efficiency, in accordance with GML §103(1). While price is a significant factor, the District(s) reserve the right to consider additional criteria in determining responsibility, including but not limited to:

- Company reputation and demonstrated performance of ability to meet contract requirements
- Financial stability and legal standing
- Compliance history with department of health laws and regulations

In determining responsibility, the District may consider the vendor's demonstrated ability to perform the required services in a manner that meets the operational needs of the District. This includes, but is not limited to:

- Ability to meet the required volume and delivery times
- Availability of vehicle pickup and return services (if applicable)
- History of providing timely service to similar clients

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 service expectations may result in a determination of non-responsibility.

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(s), in accordance with New York State General Municipal Law §103 and Education Law §305(14).

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.

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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 by the purchasing agent or business official.

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

Timing

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

11. PAYMENTS

No payments can be made without an itemized invoice against a properly issued purchase order, and the contractor acknowledges that **services are not to be provided until and unless they received a properly issued purchase order.** Payment will be made only after the proper presentation of invoices or claim forms as required by Dutchess BOCES or its Participating School Districts

Only items covered under this agreement are to be invoiced and no payment will be made for “off contract” items unless approved in writing in advance.

Payments to contractors will be on a per order, approved purchase order, basis with net 45 payment terms.

Vendors are encouraged to provide any discounts available for prompt payment. e.g. 5% 15 Net 45. However, Dutchess BOCES shall not be bound to any payment term shorter than forty-five (45) days.

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

NON-APPROPRIATION CLAUSE

In accordance with New York State General Municipal Law, Dutchess BOCES shall not be held liable for any purchases or contracts for which funding is unavailable or withdrawn prior to issuance of a purchase order. Vendors agree to hold Dutchess BOCES harmless for any commitments made in the absence of an authorized purchase order.

The issuance of a purchase order indicates that funds have been encumbered for the stated goods or services. In the event a project or purchase must be canceled after issuance, Dutchess BOCES shall only be liable for actual, documented costs incurred up to the time of cancellation. No additional claims for anticipated profit, restocking fees, or future damages shall be honored.

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:
BUSINESS REFERENCE 1:		BUSINESS REFERENCE 2:
<i>Please attach additional references or more details when applicable.</i>		
Legal & Compliance <ul style="list-style-type: none"> <input type="checkbox"/> I have read the terms and conditions of this RFB and agree to them <input type="checkbox"/> Vendor is in good standing with NYS Dept. of State <input type="checkbox"/> No bankruptcy, liens, or judgments in past 5 years <input type="checkbox"/> Not debarred or suspended by any agency <input type="checkbox"/> Even when awarded, a PO is required to perform <input type="checkbox"/> This bid is valid for no less than 90 days from the scheduled Bid Opening <input type="checkbox"/> Pricing for the initial term is fixed per this bid and RFB terms <input type="checkbox"/> No terms or stipulations added to this bid are binding unless agreed in writing by Dutchess BOCES <input type="checkbox"/> Vendor has an existing schedule with DOT inspectors 		
<i>Comments:</i>		
<p>The undersigned agrees to supply the service and products bid and as agreed upon in final contract and pursuant to the terms of this Request For Bid.</p> <p style="margin-top: 20px;"><i>SIGNATURE :</i></p>		

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

The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor;

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

3. No attempt has been made or will be made by the vendor to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.

B. A bid shall not be considered for award nor shall any award be made where (A) (1), (2), and (3) above have not been complied with; provided, however, that if in any case the vendor cannot make the foregoing certification, the vendor shall so state and shall furnish with the bid, a signed statement which sets forth in detail the reasons therefore. Where (A) (1), (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that the vendor (i) has published price lists, rates or tariffs covering items being procured, (ii) has informed prospective customers of proposed for pending publication of new or revised price lists for such items, or (iii) has sold the same items to other customers at the same prices being proposed, does not constitute, without more, a disclosure within the meaning of section I. (A) above.

II. Any bid hereafter made to any political subdivision of the State or any public department, agency or official thereof by a corporate vendor for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to Section I above, shall be deemed to include the signing and submission of the Bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

Company

Signed

Title

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.

Authorized Signature: _____

Printed Name: _____

Title: _____

Company Name: _____

Date: _____

Sexual Harassment Prevention Certification

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

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

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

Bidder: _____

By (signature): _____

Name (Please Print): _____

Title: _____

Date: _____

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

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

CONFLICT OF INTEREST DISCLOSURE STATEMENT

PLEASE COMPLETE A OR B BELOW:

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

Signature: _____ Date: _____

Print Name: _____ Title: _____

Firm Name: _____

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

Explain Here:

Signature: _____ Date: _____

Print Name: _____ Title: _____

Firm Name: _____

ATTACHMENT 1 - Student Nutrition Guidelines

TERMS & CONDITIONS**WHOLE GRAIN CRITERIA IN THE NATIONAL SCHOOL LUNCH PROGRAM BEGINNING 7/1/12**

Please see the information below on the requirements necessary to meet the whole grain criterion in the NSLP beginning July 1, 2012. In SY 2012–2013 and SY 2013–2014 (the first two years of implementation) whole grain-rich products must make up half of all grain products offered to Students in the NSLP. In the SBP, this final rule provides that schools must offer the weekly grain ranges and half of the grains as whole grain-rich beginning July 1, 2013 (SY 2013–2014).

Whole grains must meet both Element 1 and one of the criteria from Element 2 below. The information is taken from the **Federal Register** / Vol. 77, No. 17 / Thursday, January 26, 2012, 7 CFR parts 210 and 220- Nutrition Standards in the National School Lunch and Breakfast Programs <http://www.gpo.gov/fdsys/pkg/FR-2012-01-26/pdf/2012-1010.pdf>.

"In this final rule, to receive credit in the meal programs, a whole grain-rich food must contain at least 51 percent whole grains and the remaining grain content of the product must be enriched. Because current labeling regulations and practices may limit the school's ability to determine the actual whole grain content of many grain products, schools would use both elements of the following criterion to identify whole grain-rich foods."

Element #1. A serving of the food item must meet portion size requirements for the Grains/Breads component as defined in FNS guidance.

AND

Element #2. The food must meet at least one of the following:

- a. The whole grains per serving (based on minimum serving sizes specified for grains/breads in FNS guidance) must be ≥ 8 grams. This may be determined from information provided on the product packaging or by the manufacturer, if available. Also, manufacturers currently may apply for a Child Nutrition Label for qualifying products to indicate the number of grains/breads servings that are whole grain-rich.
- b. The product includes the following Food and Drug Administration (FDA)-approved whole grain health claim on its packaging. ***"Diets rich in whole grain foods and other plant foods and low in total fat, saturated fat and cholesterol may reduce the risk of heart disease and some cancers."***
- c. Product ingredient listing lists whole grain first, specifically:
 - I. Non-mixed dishes (e.g., breads, cereals): ***Whole grains must be the primary ingredient by weight (a whole grain is the first ingredient in the list)***
 - II. Mixed dishes (e.g., pizza, corn dogs): ***Whole grains must be the primary grain ingredient by weight (a whole grain is the first grain ingredient in the list).***

ATTACHMENT 1 (Continued)

Attachment A: List of Common Whole Grains

While this list is extensive, it is NOT comprehensive and therefore may not contain all possible representations of whole grain ingredient names on food labels.

WHEAT (RED) – the most common kind of wheat in the U.S.

- wheat berries
- whole grain wheat
- cracked wheat or crushed wheat
- whole wheat flour
- bromated whole wheat flour
- stone ground whole wheat flour
- toasted crushed whole wheat
- whole wheat pastry flour
- graham flour
- entire wheat flour
- whole durum flour
- whole durum wheat flour
- whole wheat flakes
- sprouted wheat • whole grain grits
- sprouted wheat berries
- bulgur (cracked wheat)
- whole bulgur
- whole grain bulgur

WHEAT (WHITE)

- whole white wheat
- whole white wheat flour

OATS

- whole oats
- oat groats
- oatmeal or rolled oats
- whole oat flour

BARLEY

- whole barley
- whole grain barley
- whole barley flakes
- whole barley flour
- whole grain barley flour
- dehulled barley
- dehulled barley flour

CORN

- whole corn
- whole corn flour
- whole grain cornmeal
- whole cornmeal
- whole grain grits

BROWN RICE

- brown rice
- brown rice flour

WILD RICE

- wild rice
- wild rice flour

RYE

- whole rye
- rye berries
- whole rye flour
- whole rye flakes

ATTACHMENT 2 - STUDENT PIZZA PRICING SHEET

RFB#2526-09 - STUDENT PIZZA PRICING SHEET				
Type	Diameter of Pizza	Servings (slices) per Pizza	Weight of Pizza	Price per Pizza
Pizza with Low-Fat Cheese and Whole Grain Crust				
Pizza with Low-Fat Cheese, Whole Grain Crust & Pepperoni				
Pizza with Low-Fat Cheese, Whole Grain Crust & Turkey Pepperoni				
Pizza with Low-Fat Cheese, Whole Grain Crust & Vegetables				
Pizza with Low-Fat Cheese, Whole Grain Crust & SPECIALTY				

One 4.6 oz.-4.94 oz. wedge of cheese pizza with a Whole Wheat Crust (51% Whole Wheat, 49% Enriched Flour), should provide 2.0 oz. equivalent meat/meat alternate (low-fat, low-moisture mozzarella), 1/8 cup red/orange vegetable (sauce), and 2.0 oz. equivalent Grains. Must contain a minimum of 3 grams of fiber. calories between 260-300 per wedge, no more than 13 grams of fat per wedge. Sodium is less than 640 mg/wedge. For the Pepperoni Pizza, the combined cheese and pepperoni should be 2.0 oz equivalent meat/meat alternate. Turkey Pepperoni should be Child Nutrition Labeled (Hormel, Jennie-O, or equal).

Vendor must supply with their bid submission, detailed nutrition information including grain equivalent weight, ounces of meat/meat alternate, cups of vegetables, calories, sodium, fiber and fat per wedge/serving.

_____ Please initial here to certify that all ingredients in the student pizza offerings meet the NSLA Buy American Provision requirements, as outlined in Attachment 1.

ATTACHMENT 2 - STUDENT PIZZA PRICING (continued)

SCHOOL DISTRICT SELECTION			
Place a checkmark next to each school district you are able to provide with your product (*An asterisk next to the school district's name reflects that the district has indicated their intention to utilize awards resulting from the bid herein):			
Arlington Central School District		Pine Plains Central School District	
Beacon City School District		*Poughkeepsie City School District	
Dover Union Free School District		Red Hook Central School District	
*Dutchess BOCES		Rhinebeck Central School District	
Hyde Park Central School District		*Spackenkill Union Free School District	
*Millbrook Central School District		Wappingers Central School District	
Pawling Central School District		Webutuck Central School District	

ATTACHMENT 3 - DELI CATERING PRICING SHEET
RFB#2526-09 - DELI CATERING ITEMS PRICING SHEET

Type	Diameter of Pizza	Servings (slices) per Pizza	Weight of Pizza	Price per Pizza
Pizza with Cheese				
Pizza with Cheese and Pepperoni				
Pizza with Cheese and Vegetables				
Pizza with OTHER SPECIALTY UPGRADE				
Gluten Free Pizza				
Additional Toppings Charge	N/A	N/A	N/A	

DELI CATERING ITEMS

Item	Size	Servings Per	Price Per	Topping Charge (if applicable)
Garlic Knots w/ sauce				
Calzone				
Stromboli				
Pasta				
Side of Sauce				

ATTACHMENT 3 - DELI CATERING PRICING SHEET (continued)

Hot Sandwich				
Cold Sandwich				
Cold Sandwich Platter (assorted deli)				
Vegetarian Wrap				
Salad - Garden				
Salad - Caesar				
Salad - Chef				
Side - Fruit Cup				
Side - Chips				
Dessert - Other specify:				
Soda - Bottled				
Soda - Canned				
Beverage - 100% Fruit Juice				

ATTACHMENT 3 - DELI CATERING PRICING SHEET (continued)

SCHOOL DISTRICT SELECTION			
Place a checkmark next to each school district you are able to provide with your product (*An asterisk next to the school district's name reflects that the district has indicated their intention to utilize awards resulting from the bid herein):			
Arlington Central School District		Pine Plains Central School District	
Beacon City School District		*Poughkeepsie City School District	
Dover Union Free School District		Red Hook Central School District	
*Dutchess BOCES		Rhinebeck Central School District	
Hyde Park Central School District		*Spackenkill Union Free School District	
*Millbrook Central School District		Wappingers Central School District	
Pawling Central School District		Webutuck Central School District	