



NOTICE TO BIDDERS

RFB 2526-11

FRESH BAKED STUDENT PIZZA

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 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 Tabitha Lucas, Purchasing Assistant. Sealed bids, on the forms provided, are to be filed with the same, and will be publicly opened at the Dutchess BOCES Conference Center at **11:00 a.m. on October 22, 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.

All questions or requests for clarification regarding this RFB must be submitted in writing via email to the purchasing department no later than October 9, 2026. Responses will be shared with all known bidders.

Point of Contact for this RFB is:

Dutchess BOCES

ATTN: Tabitha Lucas, Purchasing Assistant

5 BOCES Rd, Poughkeepsie, NY 12601

Email: tabitha.lucas@dcboces.org

Phone: 845.486.4800 ext. 2264

Attachments:

- | | |
|---------------|------------------------------|
| Attachment 1. | Student Nutrition Guidelines |
| Attachment 2. | Student Pizza Pricing Sheet |

RECEIPT CONFIRMATION FORM

PLEASE COMPLETE AND RETURN THIS FORM ASAP

RFB NUMBER: #2627-11 TITLE: **Fresh Baked Student Pizza**

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: tabitha.lucas@dcbores.org

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

_____ **We intend to submit a bid no later than 11:00 a.m. on October 22, 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: October 22, 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 for Fresh Baked Student Pizza #2627-11"

Bids must include:

- ☐ IRS Form W-9
- ☐ Bidders are required to submit one completed hard copy of the Certifications Packet, pages 14-22 in this RFB, with all pages properly and legibly completed with the appropriate signatures.
- ☐ Certificate(s) of Insurance (COI), if available at the time of bid submission. Successful bidder(s) shall provide certificates prior to contract award or execution.
- ☐ Company Information
- ☐ Student Pizza Pricing Sheet (including district selection)

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 fresh baked student pizza 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.

Contract Period

The initial term of this contract shall begin on November 13, 2026 or upon Board of Education approval, whichever is later, and shall continue for one (1) year through November 12, 2027. The end date of the initial term is fixed and shall not be extended due to a delayed start. Four (4) one-year extension options may be made upon mutual consent.

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

Piggybacking

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

Student Pizza Specifications – General Requirements

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.

4. QUALIFICATIONS & REQUIREMENTS

Pricing Submission

Pricing shall be submitted on the Bid Pricing Spreadsheet provided with this solicitation. Vendors are not required to bid on every item listed.

All prices submitted shall remain firm for the duration of the contract.

Delivery Pricing

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. 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
- Purchase Order Number
- Item Number(s)
- Names or Description of Item(s)
- Quantity

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

Additional Discount

Vendors may offer an additional percentage discount not specifically listed on the Bid Offer attachment. Any such discount shall be indicated on the bid offer sheet and shall remain firm for the duration of the contract.

Price Adjustments

Bid prices shall remain firm for the initial six (6) month period of the contract. Thereafter, if the contractor can document a manufacturer or market price increase or decrease of more than ten percent (10%) for the affected items, the contractor may request a price adjustment for consideration by Dutchess BOCES.

Any approved price adjustments shall take effect for the subsequent six (6) month period. Requests for price adjustments may be submitted for each six (6) month interval during any approved extension of the contract.

All price adjustments are subject to review and approval by Dutchess BOCES and shall not take effect unless formally approved.

Minimums

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

5. GENERAL INFORMATION

Contract Formation

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

Contract Discrepancies & Re-Award

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

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

6. QUALIFICATIONS & REQUIREMENTS

To be considered for award, vendors must meet the following minimum qualifications and provide documentation upon request:

- Vendors must hold all licenses, permits, certifications, and registrations required under applicable federal, New York State, and local laws
- Vendors should have a minimum of two years' experience providing similar services.
- Vendors must be capable of servicing multiple delivery locations as specified in this RFB.
- Dutchess BOCES reserves the right to disqualify bidders based on unsatisfactory references, past performance, failure to meet bid requirements, or a determination of non-responsibility.

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 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 | ● PROTEIN |
| ● CALORIES FROM FAT | ● CALCIUM |
| ● CALORIES FROM SATURATED FAT | ● |

- | | |
|--|--|
| <ul style="list-style-type: none">● IRON● VITAMIN A | <ul style="list-style-type: none">● VITAMIN C● SODIUM |
|--|--|

Licensing and Certifications

Vendor 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

Vendor 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

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.

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

Vendor must 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.

7. VENDOR 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 shall ensure that all inquiries, deliveries, and related issues are handled in a timely manner in accordance with the requirements of Dutchess BOCES and participating school districts.

All materials shall be securely packed and delivered without damage or breakage in the quantities specified. All deliveries shall be made inside the building to the location designated by the receiving district, unless otherwise specified on the purchase order.

The contractor shall provide proof of delivery for each shipment. Each delivery shall include a packing slip or delivery ticket containing the purchase order number, description of items, quantities, and contractor name.

8. 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.

9. INSURANCE & COMPLIANCE REQUIREMENTS

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

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

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

Certificates of Insurance must:

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

Dutchess BOCES and the vendor agree to make a good faith effort to resolve any disputes arising under this contract through informal discussion. If a resolution cannot be reached within 120 days, the dispute may be submitted to non-binding arbitration in accordance with the rules of the American Arbitration Association. The arbitration will take place in New York State. The arbitrator's recommendation shall be advisory only and shall not be binding on either party. Each

party shall bear its own legal costs, and arbitration fees will be shared equally, unless otherwise directed by the arbitrator.

11. AWARD AND RESERVATION OF RIGHTS

Multiple Award Provision

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

Evaluation Criteria

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

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

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

Right to Reject

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

Board Approval and Award

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

Dutchess BOCES reserves the right to:

Award this contract in whole, in part, or by category;

Designate substitute vendors if the originally awarded vendor is unable to supply an item at the awarded price; and

Require vendors to provide items not specifically listed but considered comparable at the same discount rate as related items under this contract.

Notification

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

Dutchess BOCES reserves the right to request additional documentation or clarification from bidders as necessary to evaluate logistical capacity and service feasibility. Failure to demonstrate

the ability to meet the delivery, service, and performance requirements of this bid may result in a determination of non-responsibility.

Conflicting Terms

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

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

12. 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

This contract is subject to the availability of funds. Dutchess BOCES shall not be liable for any purchase or contract for which funds are not appropriated or encumbered. No payment or obligation is authorized unless and until a valid purchase order is issued by Dutchess BOCES. In the event funding is withdrawn or a purchase order is canceled, Dutchess BOCES shall be liable only for documented costs incurred up to the date of cancellation, and shall not be responsible for lost profits or future damages.

Eligible School Districts

Use of this bid and any resulting award is limited to those school districts who are members of the Dutchess BOCES Cooperative Purchasing CoSer. Any other school district wishing to utilize this bid must first arrange for a cross-contract through Dutchess BOCES.

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

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

Arlington Central Schools
144 Todd Hill Road
LaGrangeville, NY 12540

Poughkeepsie City Schools
11 College Avenue
Poughkeepsie, NY 12603

Beacon City Schools
10 Education Drive
Beacon, NY 12508

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

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

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

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

Spackenkill Union Free Schools
15 Croft Road
Poughkeepsie, NY 12603

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

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

Pawling Central Schools
515 Route 22
Pawling, NY 12564

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

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

CERTIFICATIONS REQUIRED FOR BID SUBMISSION

Instructions

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

Included Certifications

General Terms and Conditions (2 pages)

Bidder Responsibility Questionnaire (Please include any additional information as appropriate as well as this form) (1 page)

Non-Collusive Bidding Certification (GML §103-d) (1 page)

Iran Divestment Act Compliance Certification (1 page)

Sexual Harassment Policy Compliance Certification (1 page)

Conflict of Interest Disclosure Statement (1 page)

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

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

- a. Once Dutchess BOCES has opened bids, there can be no changes to price or terms outside of legally permitted items. In addition, there are no provisions to cancel after an award is made, except by Dutchess BOCES, which maintains a unilateral right to cancel for any reason or no reason at all.
- b. Facsimile, telephone, or verbal bid or any modifications of bid documents will NOT be accepted or considered.
- c. Vendors may not alter the bid documents. Any requested modifications must be submitted in a separate document with the bid. Dutchess BOCES reserves the right to deem such bids non-responsive.
- d. Bids received after the time stated for the bid opening date in the Notice to Vendors will NOT be considered. The vendor retains all responsibility for proper timely submission.

- e. Dutchess BOCES will interpret the submission of a bid to mean that the vendor is fully informed as to the extent and character of the services, supplies, materials, and equipment required and that the vendor can furnish the same in complete compliance with the specifications.
- f. Vendors on the NYS Labor Department or Workers' Compensation Debarment Lists are ineligible for award. By submitting a bid, the vendor affirms that they are in good standing with both agencies as of the bid date.
- g. No charges will be allowed for federal, state, or municipal sales and excise taxes, from which the political subdivisions are exempt, or for any portion of a gross receipts tax, MTA surcharge or other tax or surcharge imposed upon the vendor.
- h. Dutchess BOCES reserves the right to award this contract to one or more responsive and responsible proposers, if determined to be in the best interest of Dutchess BOCES, Dutchess BOCES may also reject bids and purchase services under an existing County or New York State contract if such services are available on equivalent terms, at a lower price.
- i. Selection of the awarded bid will be based on the lowest responsible bid in accordance with New York General Municipal Law §103(1) and all other applicable laws and regulations.
- j. To ensure compliance, vendors must provide all required documentation demonstrating their ability to fulfill the contract's requirements at their bid price.
- k. Prices, and all required information, except signature of bidder, should be typewritten or printed for legibility. Illegible or vague bids may be rejected. All signatures must be written.
- l. Failure to respond to a notice of award does not release the vendor from its obligation to perform under the terms of its submitted bid. Upon notification of award, the vendor has three (3) business days to make a formal written dispute. If no dispute is submitted within this period, the vendor shall be deemed to have accepted the award and must fulfill all contractual responsibilities. Notice of award will be via email.
- m. Even when awarded the contract, the selected vendor(s) will not perform under this contract without an Issued Purchase Order.
- n. It is mutually understood and agreed that the selected vendor shall not assign, transfer, convey, sublet or otherwise dispose of the contract or their right, title, or interest therein, or their power to execute such contract, to any person, company or corporation without the previous written consent of Dutchess BOCES.
- o. Payments of any invoice shall not preclude Dutchess BOCES from making claim for adjustments on any item found not to have been in accordance with general terms and conditions and scope of services.
- p. This contract may be made available to other political subdivisions in accordance with GML §103(16), subject to mutual agreement. This practice, commonly referred to as "piggybacking" is subject to the vendor's approval of the other entity to purchase under this contract and the terms and conditions remain intact if authority is granted. Dutchess BOCES assumes no responsibility for payment or other obligations of any other entity allowed to purchase under this "piggybacking" clause.
- q. Contractor personnel performing work under this agreement may be required to submit to criminal background checks in accordance with the SAVE Act and Education Law §305(30).
- r. Dutchess BOCES reserves the right to request additional documentation or clarification from proposers as necessary to evaluate logistical capacity and service feasibility. Failure to demonstrate the ability to meet SLA may result in a determination of non-responsibility.

- s. Dutchess BOCES reserves the right to reject any or all bids, to waive minor irregularities, and to award a contract deemed to be in the best interest of the District, in accordance with New York State General Municipal Law §103.
- t. All materials submitted in response to this RFB shall become the property of Dutchess BOCES and may be subject to disclosure under the New York State Freedom of Information Law (FOIL), Public Officers Law § 84–90. By submitting a bid, the vendor acknowledges and agrees that Dutchess BOCES is a public entity and is obligated to comply with FOIL. Bid submissions, including pricing and supporting documentation, may be disclosed to third parties upon request, unless a valid exception under FOIL applies. Vendors requesting exemption from disclosure for specific proprietary or trade secret materials must clearly identify such content at the time of submission and provide a written justification pursuant to FOIL §87(2)(d). Dutchess BOCES will determine the applicability of any claimed exemption in accordance with the law.

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

Company:	
Title:	
Signature:	
Name:	
Date:	

BIDDER RESPONSIBILITY QUESTIONNAIRE

<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:		
Legal & Compliance • I have read the terms and conditions of this RFB 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 90 days from the scheduled Bid Opening • Pricing for the term is fixed per this RFB terms • No terms or stipulations added to this bid are binding unless agreed in writing by Dutchess BOCES • This contract does not guarantee funding beyond the current fiscal year. All purchases are subject to budget availability and issuance of a valid purchase order.		
<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-I requires vendors on state procurements to certify that they have a written policy addressing sexual harassment prevention in the workplace and provide annual sexual harassment training to all its employees and that such policy, at a minimum, meets the requirements of §201-g of the Labor Law.

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

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

Company:	
Title:	
Signature:	
Name:	
Date:	

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

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

CONFLICT OF INTEREST DISCLOSURE STATEMENT

PLEASE COMPLETE A OR B BELOW:

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

Company:	
Title:	
Signature:	
Name:	
Date:	

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

Explain Here:

Company:	
Title:	
Signature:	
Name:	
Date:	

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 NLSP 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 (<https://www.govinfo.gov/content/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 requirement for the Grains/Beans component as defined in the 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 A: List of Common Whole Grains

While this list is extensive, it is NOT comprehensive and therefore may not contain all possible representation 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

**DUTCHESS BOCES COOPERATIVE
FRESH BAKED STUDENT PIZZA RFB #2627-11**

Vendor: _____

INITIAL CONTRACT PERIOD: November 13, 2026 through November 12, 2027

Type of Pizza	Diameter of Pizza	Servings (Slices) Per Pizza	Price Per Pizza	Additional Discount
Pizza with Low-Fat Cheese and Whole Grain Crus				
Pizza with Low-Fat Cheese, Whole Grain Crust & Pepperon				
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 that all ingredients in the pizza meet the NSLA Buy American Provision requirements (Bid #2627-11, Page 7).**

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	