**DUTCHESS BOCES**

**ATTN: BARBARA COSTAKIS, PURCHASING AGENT**

**5 BOCES ROAD**

**POUGHKEEPSIE, NY 12601**

**PHONE: 845-486-4800 EXT. 2262/FAX 845-486-4822**

**EMAIL:** [**barbara.costakis@dcboces.org**](mailto:barbara.costakis@dcboces.org)

**RECEIPT CONFIRMATION FORM**

**RFB NUMBER: 2425-02**

**TITLE: Cooperative Fresh Baked Bread Products**

***VENDORS: PLEASE COMPLETE AND RETURN THIS CONFIRMATION FORM AS SOON AS POSSIBLE:***

***IF YOU PLAN TO SUBMIT A BID, RETURN OF THIS FORM WILL ENSURE THAT YOU WILL RECEIVE ALL FURTHER COMMUNICATION REGARDING THIS REQUEST FOR BID.***

**Company Name:**

**Address:**

**City, State, Zip Code:**

**Contact Person:**

**Title:**

**Phone Number:**

**Fax Number:**

**Email Address:**

**I authorize the Dutchess BOCES to send by the following method, further correspondence that the BOCES deems to be of an urgent nature regarding this bid :**

**Email:**



**BID #2425-02**

FOR

**COOPERATIVE FRESH BAKED BREAD AND BREAD PRODUCTS**

**BID OPENING DATE:** TUESDAY, APRIL 30, 2024 AT 1:00 PM

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**DUTCHESS BOARD OF COOPERATIVE EDUCATIONAL SERVICES**

5 BOCES Road

Poughkeepsie, NY 12601

**BIDS TO BE OPENED**

DATE: **TUESDAY, APRIL 30, 2024**

TIME: **1:00 PM**

PLACE: BOCES Administration Building

**DUTCHESS BOARD OF COOPERATIVE EDUCATIONAL SERVICES**

5 BOCES Road

Poughkeepsie, NY 12601

**COOPERATIVE FRESH BAKED BREAD AND BREAD PRODUCTS**

Contract Period: July 1, 2024 through June 30, 2025

With Option to Extend Up to Three (3) One-Year Terms Upon Mutual Consent

The undersigned agrees to supply the product described herein that has been bid pursuant to the terms of the bid and the terms of the "Special Instructions to Bidders and General Conditions of the Contract" which are incorporated as part of this bid document by reference to them on this cover sheet.

Bidder Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Fax Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DO NOT SEPARATE THESE SHEETS.

BIDDERS ARE REQUIRED TO RETURN ONE FULL COMPLETED SET WHEN SUBMITTING THEIR BID.

BE SURE TO CAREFULLY READ ALL SECTIONS OF THIS DOCUMENT INCLUDING THE INSTRUCTIONS TO BIDDERS.

TO BE PURCHASED BY: Dutchess Board of Cooperative Educational Services (BOCES) and its component districts.

**NOTICE TO BIDDERS**

The Dutchess 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 the Dutchess BOCES for:

**COOPERATIVE FRESH BAKED BREAD AND BREAD PRODUCTS**

Bid forms may be obtained by vendors from the offices of Dutchess BOCES, 5 BOCES Road, Poughkeepsie, New York, 12601; via email upon request; or on our website at [www.dcboces.org](http://www.dcboces.org) under RFP/Bid Notices.

**Sealed bids** on the forms provided are to be filed with Barbara Costakis, Purchasing Agent, Dutchess BOCES, 5 BOCES Road, Poughkeepsie, New York, 12601, **no later than 1:00 PM on Tuesday April 30, 2024.** Please be sure to clearly mark “**Dutchess BOCES Cooperative Fresh Baked Bread Bid #2425-02, Bid Opening April 30, 2024 at 1:00 PM**” on the outside of the sealed envelope.

The bids will be publicly read and opened at the Administration Building of Dutchess BOCES on TUESDAY, APRIL 30, 2024 AT 1:00 PM.

The Dutchess BOCES Board reserves the right to reject any and all bids.

DUTCHESS COUNTY BOARD OF COOPERATIVE EDUCATIONAL SERVICES



By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ELIGIBLE SCHOOL DISTRICTS**

This bid is intended for those school districts who are members of the Dutchess BOCES Cooperative Purchasing CoSer.

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

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

**PIGGYBACKING**

Any other NYS school district, municipality or BOCES wishing to utilize this bid must first arrange for a cross‐contract through Dutchess BOCES and the vendor must also agree to allow them to participate in this bid.

**INSTRUCTIONS TO BIDDERS**

By submitting a bid in response to this Request for Bids (RFB), you are asking Dutchess BOCES and/or its participating school districts to accept your offer for the sale of goods or services. It is important that you read and understand all terms and conditions contained herein, as well as understand the laws that govern Municipal Purchasing in the State of New York.

Once Dutchess BOCES has opened bids, there can be no changes to price or terms, unless clearly specified in this document. In addition, there are no provisions to cancel after an award is made, except by Dutchess BOCES, which maintains a unilateral right to cancel or extend in accordance with the terms of this RFB.

Most bids contain provisions to either award on an item‐by‐item basis, lump sum or by group. It is rare that Dutchess BOCES awards an entire bid to one vendor (depending on the type of RFB). You must understand that you may only receive a part of the award from this RFB.

**GENERAL INFORMATION**

1. Sealed Bid Documents for the furnishing and delivering, and installing where called for, of the materials, supplies and/or equipment, as required by Dutchess BOCES, and as set forth in the Bid Documents must be received no later than the bid opening, which is being held on:

**TUESDAY, APRIL 30, 2024 AT 1:00 PM**

at the Dutchess BOCES Administrative Office, 5 BOCES Road, Poughkeepsie, New York 12601. In the event that the Dutchess BOCES Administrative Office is closed the day of the Bid Opening, the bid(s) will be opened the next day that the Dutchess BOCES Administrative Office is open.

2. All Bids must be mailed or hand delivered in a sealed envelope addressed to the Dutchess BOCES Purchasing Agent, at 5 BOCES Road, Poughkeepsie, New York, 12601 on or before the hour and day stated above, and the envelope shall be clearly marked on its face with (i) the name of person, firm, or corporation submitting a bid, (ii) the Bid number and name, and (iii) the date of bid opening. This includes marking the outside of any express mail envelope that may be used.

3. Facsimile, telephone, or verbal bids or any modifications of Bid Documents will not be accepted or considered.

4. Bids received after the time stated in the Notice to Bidders will not be considered and will be returned to the Bidder unopened. The Bidder assumes all responsibility for having the Bid deposited on time at the place specified.

5. Each Bidder is requested to carefully read the Bid Documents as each Bidder will be held to strict compliance with such documents. Failure to fulfill any requirements of the Bid Documents may result in being considered non-responsive.

6. No modifications or additions are to be made to the printed Bid Documents. In the event the Bidder deems that modifications are necessary, such modifications must be set forth in writing to Dutchess BOCES in a separate document and submitted with the Bid Documents to be considered. However, any modifications or additions submitted may result in the Bid being considered non-responsive.

7. All information required in the Bid Documents must be provided by the Bidder to constitute an acceptable Bid including a signed and completed copy of the Bid Specifications and Bid Items documents.

8. Dutchess BOCES will interpret the submission of a Bid to mean that the Bidder is fully informed as to the extent and character of the services, supplies, materials, or equipment required and that the Bidder can furnish same in complete compliance with the specifications.

9. No charge 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 which was imposed upon the vendor.

10. The price bid for each item must be net and must include all delivery charges fully prepaid by the successful bidder to the destination indicated in the proposal, installation, preparation, clean up or other charges. Title shall not pass until items have been delivered and accepted.

11. All specifications are minimum standards and accepted bid samples do not supersede specifications for quality unless bid sample is superior, in which case deliveries must be the same identity and quality as accepted bid sample.

12. Bids for the provision of material, supplies and/or equipment must provide for same that are standard, new and of the latest model, and in current production, unless otherwise specified.

13. All regularly manufactures stock electrical materials, supplies and/or equipment provided must bear the label of the Underwriter’s Laboratories, Inc.

14. Each bidder must state that their proposal, bid, and/or quotation is made without any connection with any other person or firm making any proposal, bid and/or quotation for the materials and/or installation listed. Each bidder must also state that no officer or member of Dutchess BOCES is directly or indirectly interested therein or in the supplies to which it relates, or to any portion of the profits thereof.

15. Dutchess BOCES reserves the right to accept this bid by item, as a whole or, in its discretion, reject all bids and re‐advertise in the manner provided by Section 103 of the General Municipal Law. Also reserved is the right to reject, for cause any bid in whole or in part; to waive technical defects, qualifications, irregularities, and omissions if, in its judgment, the best interests of Dutchess BOCES will be served. Also reserved is the right to reject bids and to purchase items on New York State Contract or other NY municipality contract, if such items can be obtained on the same terms, conditions, specifications, and at a lower price.

16. Awards will be made to the lowest responsible bidder, as will best promote the public interest, taking into consideration the reliability of the bidder, the quality of the materials, equipment or supplies to be furnished, their conformity with the specifications, purpose for which required and the terms of delivery.

17. Where items or articles of equipment or supplies are designated as manufactured by a specific manufacturer, it is to be understood that the article as specified represents an accepted standard. Where certain brands of materials, apparatus, or equipment are specified, such goods have been selected in order to establish a standard for the particular service required; but it is not the intention to limit competition thereby.

18. The vendor must complete ALL information required on the bid form. Failure to fully complete all parts of any line item may cause the bid to be rejected.

19. Prices, and all required information, except signature of Bidder, should be typewritten for legibility. Illegible or vague Bids may be rejected. All signatures must be written. Facsimile, printed, or typewritten signatures are not acceptable.

20. At the time of the opening of the bids, if appropriate, each bidder will be presumed to have inspected the site and to have examined and to be thoroughly familiar with the drawings, general requirements and specifications (including all addenda thereto). The failure and/or omission of any bidder to receive or examine any drawings, forms, instructions, or documents shall in no way relieve such bidder from any obligation in respect to his bid.

21. The contractor shall furnish, deliver, and install completely, unless otherwise noted, material and equipment described in the specifications, with all appurtenances, parts or accessories not specifically mentioned in the articles described but necessary to render the equipment complete and ready for operation. All these parts and/or accessories shall be included in the bid price.

22. All of the furnishings and/or equipment furnished and installed under this contract shall be guaranteed by the contractor, in writing, for one (1) year after completion against any and all defects which are the result of improper design, materials, construction or installation, if called for. Immediately upon notice by the owner (at any time during the guarantee period), the contractor shall fully make good such defects by replacing same with new work, without cost to the owner. Prior to installation it is the responsibility of the vendor to be familiar with the site. The vendor must bid a fixed price for installation. The time and date of installation must be approved by the School District prior to starting any installation.

23. The placing in the mail of a notice of award or purchase order to a successful bidder to the address given in his bid will be considered sufficient notice of award of contract. Failure of the successful bidder to contact Dutchess BOCES to object to the award or prices therein, within seven (7) days of mailing of notice of award, will be considered an acceptance of the contract by the successful bidder.

24. Each vendor shall receive a notice of items recommended to be awarded to their firm. The successful vendor shall only ship items upon the receipt of a properly executed purchase order from Dutchess BOCES or a Participating School District.

25. If the successful bidder fails to deliver within the time specified in the bid specifications or on the purchase order or within reasonable time as interpreted by Dutchess BOCES (normally 30 days from receipt of purchase order) or fails to make replacement of rejected articles when so requested immediately or as directed by Dutchess BOCES, Dutchess BOCES may purchase from other sources to take the place of the item rejected or not delivered. Dutchess BOCES reserves the right to authorize immediate purchase from other sources against rejections on any contract when necessary. On all such purchases the successful bidder agrees to reimburse Dutchess BOCES promptly for excess costs occasioned by such purchases. Should the cost be less, the successful bidder shall have no claim to the savings.

26. It is mutually understood and agreed that the successful bidder shall not assign, transfer, convey, sublet or otherwise dispose of the contract or his right, title, or interest therein, or his power to execute such contract, to any person, company or corporation without the previous written consent of Dutchess BOCES.

27. Bid prices must be honored by the vendor for the period indicated in the Scope of Services unless the vendor can show documentation, in writing, that the cost to produce an item has increased at least 20 percent. Vendor will give Dutchess BOCES written notification and supporting documentation no less than 30 days prior to the necessary price increase. The bid award may be extended beyond the bid period by mutual consent of the successful bidder and Dutchess BOCES. The length of the extension will be determined by mutual consent of the participating parties for up to three (3) one (1)-year periods. NOTE: *See Savings/Force Majeure clause for exceptions.*

**DELIVERY**

28. Delivery will be required to be made to Dutchess BOCES or its Participating School Districts as follows unless otherwise noted. All equipment and material shall be delivered and placed where directed inside the building, unless the schedules or purchase order issued to the successful bidder thereon indicated otherwise. The contractor will be required to furnish proof of delivery in every instance. No help for unloading will be provided. Suppliers should notify their truckers accordingly. Baked goods deliveries shall be made before 8:00 AM, Monday through Friday (excluding days of scheduled school closings) unless otherwise noted. Notice of delivery shall be made twenty‐four (24) hours in advance.

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.

29. Each purchase order shall constitute an order. Items contained therein should be shipped by the vendor within thirty (30) days of the receipt of each purchase order. Items not delivered on a timely basis shall be dealt with in accordance with the provisions outlined in the failure to perform section. One purchase order may include delivery to multiple school locations.

30. Items shall be securely and properly packed for shipment, storage and stocking in new shipping containers and according to accepted commercial practice, without extra charge for packing cases, baling or sacks.

31. The successful bidder shall be responsible for delivery of items in good condition at point of destination. He shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. The receiving school district will note for the benefit of successful bidder when packages are not received in good condition.

32. All deliveries shall be accompanied by delivery tickets or packing slips. Ticket shall contain the following information for each item delivered:

Purchase Order Number

Names of Articles

Item Number

Quantity

Name of Successful bidder

33. Ownership of any equipment shall not transfer until all equipment is completely installed and operating to the satisfaction of the School District.

**PAYMENT**

34. No payment will be made without issuance of a purchase order by Dutchess BOCES or its Participating School Districts.

35. Payment will be made only after the proper presentation of invoices or claim forms as required by Dutchess BOCES or its Participating School Districts. The invoice must reflect bid pricing as provided in the Cost Summary Sheet. In the event pricing does not match what is provided in the Cost Summary Sheet, payment may be held up until such discrepancy is resolved to the satisfaction of Dutchess BOCES Accounts Payable Department or a Participating School District’s Accounts Payable Department.

36. 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.

37. No payment shall be made until all equipment is installed and operating to the satisfaction of the School District.

38. Dutchess BOCES and/or its Participating School Districts shall issue purchase orders and payment shall be the responsibility of the entity that issued the purchase order. IN NO EVENT SHALL DUTCHESS BOCES BE RESPONSIBLE FOR PARTICIPANT PAYMENT.

**INSURANCE**

39. In contract and/or purchase order involving delivery and installation of any material and equipment, the successful bidder shall take out and maintain, until the accepted completion of the work. Workman’s Compensation Insurance for all of its employees employed on the site of the project, and in case any work is sublet, the successful bidder shall require the sub‐contractor similarly to provide Workman’s Compensation Insurance for all of the latter’s employees so as to keep Dutchess BOCES free from blame in any one and/or series of occurrences involving sickness and/or personal injury.

40. In contracts and/or purchase orders involving the providing of services, the installation of any materials and/or equipment, the successful bidder shall take out and maintain, until the accepted completion of the work, Public Liability and Property Damage Insurance as shall protect him, any sub‐contractor performing work covered by these specifications and Dutchess BOCES, from claims for damages for personal injury, including accidental death, as well as from claims for property damage which may arise from any operation in connection with these specifications, whether such operation be by himself, any sub‐contractor or by anyone directly or indirectly employed by them. Public Liability Insurance shall be in an amount of not less than $1,000,000.00 for injuries, including wrongful death, to any one person and subject to the same limit for each person in an amount of not less than $1,000,000.00 on account of one (1) accident. Property Damage Insurance shall be in an amount not less than $500,000.00 for damages on account of all accidents. Certificates of Insurance on the foregoing may be required from the successful bidder

**PREVAILING WAGE RATES**

41. Prevailing wage rates, if applicable, will be identified in the scope of services for the service being procured.

The successful bidder is required to pay the prevailing hourly wage rates and the prevailing hourly supplements pursuant to section 220‐d of the New York State Labor Law.

1. Contractors are responsible for paying all applicable prevailing rates throughout the term of the contract.
2. A verified statement of payment of prevailing rates by the Contractor (Article 8 only) MUST be submitted to Dutchess BOCES in order for payment to be made.
3. Prevailing Wage Rates are incorporated into this document in accordance with the New York State Labor Law.

**ESTIMATED QUANTITIES**

This bid contains estimated quantities. No specific quantities are represented or guaranteed and Dutchess BOCES provides no guarantee of individual Authorized User participation.

**REQUEST FOR MATERIAL SAFETY DATA SHEETS**

Amendments to the New York State Labor Law and Public Health Law and the OSHA Hazard Communication Standard require employers to furnish employees with information regarding their exposure to toxic substances. To facilitate this duty, Section 876(4) of the Labor Law provides that “any manufacturer, importer, producer or formulator of any toxic substance shipped or transported or sold for any use within the State must provide, upon request, the following information”:

* The name of any hazardous ingredients, including the generic or chemical name.
* The CASE Registry Number of the chemical ingredients and physical and chemical characteristics of the mixture in total.
* The level at which exposure to the substance is determined to be hazardous, by OSHA, ACGIH, NFPA, NIOSH, IARC, NTP.
* The acute and chronic health effects of exposure and primary routes of entry into the body.
* The potential for flammability, explosion, reactivity, and other hazards of such substances.
* Appropriate emergency/first aid procedures.
* Proper precautions for safe handling and recommended engineering control.
* Procedures for clean‐up of leaks and spills.

Accordingly, we are requesting the above information regarding any product in this bid that would contain a toxic substance. Please identify by name any other products or substances known to increase or decrease toxicity of the named product(s) when mixed together.

In the event that the chemical composition, toxicity, flammability or any other characteristic of the named product(s) changes or new information is obtained about the items listed above, you are to notify us without delay. We will hold you liable for any failure on your part to comply with this request.

We look forward to your anticipated cooperation and we thank you for helping us keep our employees informed about the substances they come into contact with at work.

**SAVINGS/FORCE MAJEURE**

A force majeure occurrence is an event or effect that cannot be reasonably anticipated or controlled and is not due to negligence or willful misconduct of the affected party. Force majeure includes but is not limited to, acts of God, acts of ware, acts of public enemies, terrorism, strikes, fires, explosions, actions of the elements, floods and other similar causes beyond the control of the Contractor or Dutchess BOCES in the performance of the Contract where non-performance, by exercise of reasonable diligence, cannot be prevented.

Neither the Contractor nor Dutchess BOCES (or it’s component school districts), shall be liable to the other for any delay in or failure of performance under the Contract due to a force majeure occurrence.

**SCOPE OF SERVICES**

**BID# 2425-02: COOPERATIVE FRESH BAKED BREAD AND BREAD PRODUCTS**

**PURPOSE**

The purpose of this Bid is to contract with a qualified vendor(s) to provide pricing for bread and related bread products as indicated in these specifications, for use in food preparation and/or service for Dutchess BOCES and the Cooperative Bidding Program Participating School Districts.

**CONTRACT TERM**

The term of this Contract shall be for twelve (12) months, from July 1, 2024 through June 30, 2025. The term of this contract may be extended for up to three (3) one (1) year periods, with the mutual consent of Dutchess BOCES and the awarded vendor(s).

**ITEMS REQUIRED/REQUIREMENTS**

All bids must be submitted on and in accordance with the forms provided by Dutchess BOCES. If the bidder proposes to furnish the article which is specified, he is to fill in the amount on the line indicated.

All prices quoted must be “per unit” as specified (e.g. do not quote “per case” when “per dozen” is requested; otherwise the bid may be rejected).

**SAMPLES REQUIRED**

Sample of each item that will be supplied during the term of the bid award (except for Sub Roll by the Foot) is required to be submitted at or prior to the bid submission deadline to Dutchess BOCES.

Samples are to be delivered to the following address:

Dutchess BOCES

Business Office

5 BOCES Road

Poughkeepsie, NY 12601

**QUALITY**

All bread products shall be of good color and flavor and have been **baked within 48 hours** of the delivery time.

**COMPLIANCE**

For the purposes of these specifications, all bread products shall be required to have been produced in plants that are in full compliance with the Federal Pure Food and Drug Act and state and local county health codes as related to the production, handling and distribution of baked goods.

**DELIVERY**

- FRESH BAKERY ITEMS: Before 8:00 A.M. DAILY without fail at the specific direction of each individual school as to location.

- PACKAGED BREAD ITEMS: Before 8:00 AM without fail at the specific direction of each individual school as to location. Specific delivery date for packaged bread items will be made directly by the respective School.

If bread and roll products are delivered to a site prior to building opening in the morning, all such deliveries must be placed inside an appropriate container at the building site. The School Lunch Manager or designee of the School Lunch Program will advise the specific location of the container at each individual school. All deliveries placed in such container must be adequately wrapped (either individually wrapped in plastic and boxed; or placed in a plastic bag inside a box.)

Delivery shall be in vehicles owned and operated by the bidder.

Frequent rejection of shipment, delivery truck breakdowns, or other interruptions in delivery may be considered just cause for the termination of the contract. In the event of a delivery truck breakdown prior to delivery, the Administrator for Food & Nutrition School Lunch Manager must be notified immediately.

**FREIGHT**

No freight charges are acceptable. All prices listed on the bid shall include any freight or delivery charges.

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.

**BILLING AND PAYMENT**

Two (2) copiesof invoices are to accompany deliveries, clearly marked with quantity, unit price, extension and total. Invoices will be returned for correction unless they contain the following information: Description of Item, Quantity, Unit, Price, Extension and Total; Itemized Deliveries by Schools, Composite of ALL Schools.

Monthly statements are to be sent and received no later than four (4) days after the first of each month. Payments, in full, will be made only upon final acceptance of items as shown on each purchase order and/or contract.

No Federal or State taxes are to be added to any invoice.

**LAWS**

All supplies 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.

**AWARD AND RESERVATION OF RIGHTS**

Awards will be made, either line item or sub‐category, to the lowest responsive and responsible Bidder(s) who (i) meets the terms and conditions stated in the Bid Documents for each Item or Item classification; whichever is in the best interest of Dutchess BOCES and/or its Participating School Districts and (ii) completes all the required forms including a W-9. Dutchess BOCES reserves the right to reject any bid if the vendor fails to satisfy Dutchess BOCES that they are properly qualified to carry out the obligations of the Contract.

If not awarded, the Bid will be rejected within ninety (90) days of the date of the opening of Bids, subject, however, to the discretionary right reserved by Dutchess BOCES to waive any informalities in, or to reject any or all Bids and to advertise for new Bids, if in its opinion, the best interest of Dutchess BOCES and/or its Participating School Districts, will thereby be promoted. Bids may not be withdrawn unless the Bidder distinctly states in the Bid that acceptance thereof must be made within a shorter specified time.

In the event that a Bidder has the lowest apparent price for only a small portion of the bid, Dutchess BOCES reserves the right to award to the second lowest Bidder who has a significant portion of the bid.

Dutchess BOCES reserves the right to name a substitute vendor if the originally awarded vendor is unable to provide a particular item during the term of an award.

In the event that Dutchess BOCES and/or its Participating School Districts need to purchase an item that is not listed on the bid submission sheet, but said item could be considered similar to one listed on the bid submission sheet, the awarded bidder shall offer the unlisted item at the same discount structure as the item listed on the cost summary sheet.

Responsible Bidder: A responsible bidder is considered to possess adequate expertise, prior experience and financial resources necessary to perform the work and provide the products outlined in the Specifications in a timely, competent and acceptable manner. DC BOCES reserves the right to request supportive financial information and verifiable performance reports.

The Board of Education reserves the right to cancel any order at any time if in its opinion the service or quality of the product is unsatisfactory.

**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.

**CALORIES & NUTRIENT ANALYSIS INFORMATION**

Bidder must provide a nutritional analysis for each item bid with the bid response. The nutritional analysis must include:

* CALORIES
* CALORIES FROM FAT – TOTAL FAT IN GRAMS
* CALORIES FROM SATURATED FAT – SATURATED FAT IN GRAMS
* PROTEIN IN GRAMS
* CALCIUM IN MILLIGRAMS
* IRON IN MILLIGRAMS
* VITAMIN A IN INTERNATIONAL UNITS
* VITAMIN C IN MILLIGRAMS

Bidder must include brand, weight, slices per loaf, package size, individual package size, nutritional information and any other information requested in this bid. Incomplete or unclear information may deem the bid unresponsive.

Bidder must include an ingredients list for each items bid in the bid response.

**USAGE REPORTS**

The successful vendor(s) must provide usage reports detailing purchases during the Bid Contract. Usage reports will include all items purchased and shall include the following:

a) District or Participant name

b) Dutchess BOCES Bid Item number

c) Units purchased for itemized bids and/or dollar amounts for discount bids

d) Unit price and extension

Usage reports are a requirement of accepting an award from this bid. A period to date report detailing the above referenced information from July 1, 2024 through March 1, 2025 shall be compiled and delivered by the successful vendor(s) to the Purchasing Agent of Dutchess BOCES at 5 BOCES Road, Poughkeepsie, New York 12601 or emailed to barbara.costakis@dcboces.org by close of business on **March 13, 2025**. A final usage report for the specified bid contract period shall be compiled and delivered within **3 weeks** of the bid expiration date. If the bid is extended, usage reports will be required for those years as well.

A failure to report in accordance with this paragraph is a material breach of this Contract. Successful vendor(s) may be declared in breach of contract and may not be considered for future bids.

**CONFLICTING TERMS**

If any terms contained within the General Terms and Conditions conflict with these Specifications, these Specifications shall govern.

**REQUESTS FOR CLARIFICATION/ADDITIONAL INFORMATION**

All requests for clarification or additional information related to this bid must be submitted in writing by mail, fax, or e-mail to:

Ms. Barbara Costakis

Purchasing Agent

Dutchess BOCES

5 BOCES Road

Poughkeepsie, NY 12601

E-mail: barbara.costakis@dcboces.org

Voice: (845) 486-4800 x 2262

Fax: (845) 486-4822

In the event Dutchess BOCES provides clarification or supplemental information to this Bid, all recipients of this Bid will receive the information via an addendum to this Bid which shall be posted on the Dutchess BOCES bid site at [www.dcboces.org](http://www.dcboces.org).

**DETAILED SPECIFICATIONS**

\*See Terms and Conditions for detailed definition of whole grains.

BAGELS

Whole grain must be at least 51 percent by weight; each bagel should have a lightly browned crust. The weight must not exceed 1.8 oz., 2.4 oz., or 4 oz. as specified. All versions shall be made with enriched high gluten flour and have characteristic color, flavor and texture of bagels. Bagels may be hand or machine shaped. Bagels shall be baked fresh the day of delivery. Varieties may include plain, onion, poppy seed, sesame seed, pumpernickel, salt, whole wheat and cinnamon raisin, and shall be provided as requested.

Each bagel must be uniform in size and shape, and in conformance with required ounces per bagel.

BREAD, ITALIAN/FRENCH 51% WHOLE GRAIN

Effective July 1, 2014, all grains offered at both lunch and breakfast must be whole grain-rich. Whole grain-rich products contain at least 51 percent whole grains and any other grain ingredients are enriched. The first ingredient must be whole grain flour.

Bread shall be pan baked using the standard method of baking. The flour mixture shall consist of one or more of the following: whole wheat, pumpernickel, wheat bran or oat bran.

Minimum weight shall be 14-15 oz. and the diameter of the loaf shall be approximately 3.5 inch by 3.5 inch minimum.

Formula percentage:

Minimum Non-Fat Dried Milk 8%

Minimum Butter 6%

BREAD, 51% WHOLE GRAIN WHEAT

Whole grain wheat flour must be listed as the first item on the nutrition label and be at least 51 percent of grains per serving. Bread must be enriched as prescribed by law.

Bread shall be pan baked using the standard sponge-dough batch method of bread baking. The bread shall consist of 100% whole wheat flour. The loaf shall be uniformly sliced; a total of 22 usable 1 oz. slices, excluding ends.

Weight shall be between 24 and 28 oz. and the diameter of the loaf shall be approximately 3.5 inch by 3.5 inch minimum.

Formula percentage:

Minimum Non-Fat Dried Milk 8%

Minimum Butter 6%

BREAD, 51% WHOLE GRAIN RYE

Bread shall be pan baked using the standard method of baking. The loaf shall be uniformly sliced; a total of 18 usable 1 oz. slices, excluding ends.

Minimum weight shall be 19 oz. and the diameter of the loaf shall be approximately 3.5 inch by 3.5 inch minimum.

CLUB/HERO ROLLS

Whole grain wheat must be at least 51 percent by weight for the wheat versions. Both size rolls shall be hearth baked directly on the oven surface or on perforated sheet pans in accordance with accepted practice. Rolls must be enriched as prescribed by law. The weight must not exceed 2.4 oz. or 3 oz. as specified with a lightly browned crust. The roll may be hand or machine shaped. Each roll must be uniform in size and shape.

Formula percentage:

Minimum Non-Fat Dried Milk 8%

Minimum Butter 4%

HOT DOG ROLLS

Whole grain wheat must be the primary ingredient by weight for the wheat version. Rolls shall be baked in pans with or without subdivisions. Rolls must be enriched as prescribed by law.

Each roll shall be uniform in size, not less than 5 1/2 inches in length and not less than 1 7/8 inches in width. The minimum net weight per roll shall be 2.0 oz., or 24 oz. per 12 pack or 32 oz. per 16 pack.

Each roll shall be split to open into halves approximately uniform in thickness, split NOT to extend completely through roll.

Formula percentage:

Minimum Non-Fat Dried Milk 8%

Minimum Butter 6%

HAMBURGER ROLLS

Whole grain wheat must be at least 51 percent by weight for the wheat version. Rolls shall be hearth baked directly on the oven surface, on perforated pans or in molds. Rolls must be enriched as prescribed by law.

Each roll shall be uniform in size, approximately 3 1/4 inches in diameter. The minimum net weight per roll shall be 2.0 oz., or 24 oz. per 12 pack or 32 oz. per 16 pack.

Each roll shall be split to open into halves approximately uniform in thickness for top and bottom, split NOT to extend completely through roll.

Formula percentage:

Minimum Non-Fat Dried Milk 8%

Minimum Butter 6%

KAISER OR VIENNA ROLLS

Whole grain must be at least 51 percent by weight. Rolls shall be hearth baked directly on the oven surface or on perforated sheet pans in accordance with accepted practice. Rolls must be enriched as prescribed by law.

Each roll shall be uniform in size, approximately 4 inches in diameter. The weight must not exceed 2 oz., 2.4 oz., or 4 oz. as specified.

The roll may be hand or machine shaped to contain the customary five (5) cuts (creases) on its top surface. Crust shall be light and in accordance with standard commercial production. Each roll must be uniform in size and shape, and in conformance with required ounces per roll.

Formula percentage:

Minimum Non-Fat Dried Milk 8%

Minimum Butter 6%

ROLL, SAUSAGE

Whole grain must be at least 51 percent by weight for the wheat versions. Rolls shall be hearth baked directly on the oven surface or on perforated sheet pans in accordance with accepted practice. Rolls must be enriched as prescribed by law.

The roll may be hand or machine shaped. Crust shall be light and in accordance with standard commercial production. Each roll must be uniform in size and shape, and in conformance with required ounces per roll.

Formula percentage:

Minimum Non-Fat Dried Milk 8%

Minimum Butter 4%

**BUY AMERICAN PROVISION**

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.

**Vendors are required to specify for each of their bid items whether the item meets this requirement or not. Failure to provide this information could result in vendor’s bid for that item to be rejected.**

**WHOLE GRAIN-RICH CRITERIA FOR SCHOOL LUNCH AND SCHOOL BREAKFAST**

In baked goods, such as breads, biscuits, bagels, etc. (Groups A-G in Exhibit A, attached.): 16 grams of creditable grain ingredients provide 1.0 oz. eq. Of these 16 grams, at least 8 grams must be whole grain and the remaining, if any, must be enriched for the product to meet the whole grain-rich criteria.

The weight of each grain item that represents 16 grams of creditable grain, or 1 oz eq, will vary depending on the group to which it is assigned. For example, 22 grams of saltine type cracker (Group A) provides 1 oz eq grains, whereas 34 grams of pancake (Group C) provides 1 oz eq.

Whole grain-rich foods are those that contain 100% whole grain or at least 50 percent whole grain meal and/or flour. Any remaining meal/flour must be enriched, bran, or germ.

**LIST OF COMMON WHOLE GRAINS – PER USDA**

While not an exhaustive list, the grain ingredients listed in the table below are common whole grains:

|  |  |  |
| --- | --- | --- |
| **WHEAT** |  |  |
| Bromated whole-wheat flour | Stone ground whole-wheat flour | Whole-grain bulgur |
| Bulgur (cracked wheat) | Toasted crushed whole wheat | Whole-grain wheat |
| Cracked wheat or crushed wheat | Wheat berries | Whole-grain wheat flakes |
| Entire wheat flour | Wheat groats | Whole-grain wheat flour |
| Flaked wheat | White whole-wheat flour | Whole-grain wheat |
| Graham flour | Whole bulgur | Whole-wheat flakes |
| Sprouted wheat | Whole-durum flour | Whole-wheat flour |
| Sprouted wheat berries | Whole-durum wheat flour | Whole-wheat pastry flour |
| Sprouted whole wheat |  |  |
| **OATS** |  |  |
| Instant oatmeal | Old-fashioned oats | Whole-grain oat flour |
| Oat groats | Quick-cooking oats | Whole oats |
| Oatmeal or rolled oats | Steel cut oats | Whole-oat flour |
| **BARLEY** |  |  |
| Dehulled barley | Whole-barley flakes | Whole-grain barley |
| Dehulled-barley flour | Whole-barley flour | Whole-grain barley flour |
| Whole barley |  |  |
| **CORN** |  |  |
| Nixtamalized corn\* | Whole cornmeal | Whole-grain cornmeal |
| Popcorn | Whole-grain corn | Whole-grain grits |
| Whole corn | Whole-grain corn flour | Whole-corn flour |
| **BROWN RICE** |  |  |
| Brown rice | Brown-rice flour | Sprouted brown rice |
| **WILD RICE** |  |  |
| Wild rice | Wild-rice flour |  |
| **RYE** |  |  |
| Flaked rye | Sprouted whole rye | Whole-rye flakes |
| Rye berries | Whole rye | Whole-rye flour |
| Rye groats |  |  |
| **OTHER GRAINS** |  |  |
| Amaranth | Whole sorghum (milo) | Triticale |
| Amaranth flour | Whole-grain sorghum flour | Triticale flour |
| Buckwheat | Spelt berries | Whole einkorn |
| Buckwheat flour | Sprouted buckwheat | Whole-einkorn berries |
| Buckwheat groats | Sprouted einkorn | Whole emmer (farro) |
| Millet | Sprouted spelt | Whole-grain einkorn flour |
| Millet flour | Teff | Whole-grain spelt flour |
| Quinoa | Teff flour | Whole kamut (Khorasan wheat) |
|  |  | Whole spelt |

The following corn ingredients also meet the whole grain-rick criteria for school meals.

Corn masa; Hominy grits; Masa harina

\*Nixtamalized corn, (i.e., corn treated with lime), such as hominy, corn masa (dough from masa harina), and masa harina (corn flour) are considered whole grain when evaluating products for meal requirements.

The grains listed below are **not** considered whole grains.

|  |  |  |
| --- | --- | --- |
| **NOT CONSIDERED WHOLE GRAIN** |  |  |
| All-purpose flour | Enriched bromated flour | Potato flour |
| Any bean flour | Enriched flour | Rice flour |
| Any nut flour | Enriched rice | Self-rising flour |
| Bromated flour | Farina | Semolina |
| Cake flour | Flour | Unbleached flour |
| Corn flour | Instantized flour | White flour |
| Corn fiber | Malted barley | Wheat flour |
| Couscous | Milled brown rice | Yellow corn flour |
| Degerminated cornmeal | Oat flour | Yellow corn meal |
| Durum flour | Phosphated flour |  |
|  |  |  |

For more guidance, please see the USDA Whole Grain Resource for the National School Lunch and Breakfast Programs, at <https://www.fns.usda.gov/tn/whole-grain-resource-national-school-lunch-and-breakfast-programs>

**Place a check mark next to each school district you are able to provide with your products:**

* + 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

**Non-Collusive Bidding Certification**

Bid # 2425-02: COOPERATIVE FRESH BAKED BREAD AND BREAD PRODUCTS

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

A. By submission of this Bid, each Bidder and each person signing on behalf of any Bidder, 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.

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 Bidder cannot make the foregoing certification, the Bidder 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 Bidder (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 bid, 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 bidder 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 Print Name

IRAN DIVESTMENT ACT COMPLIANCE RIDER

The Iran Divestment Act of 2012, effective as of April 12, 2012, is codified at State Finance Law (“SFL”) §165-a and General Municipal Law (“GML”) §103-g. The Iran Divestment Act, with certain exceptions, prohibits municipalities, including the District, from entering into contracts with persons engaged in investment activities in the energy sector of Iran. Pursuant to the terms set forth in SFL §165-a and GML §103-g, a person engages in investment activities in the energy sector of Iran if:

(a) The person provides goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or

(b) The person is a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created pursuant to paragraph (b) of subdivision three of Section 165-a of the SFL and maintained by the Commissioner of the Office of General Services.

A bid or proposal shall not be considered for award nor shall any award be made where the bidder or proposer fails to submit a signed and verified bidder’s certification.

Each bidder or proposer must certify that it is not on the list of entities engaged in investment activities in Iran created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the SFL. In any case where the bidder or proposer cannot certify that it is not on such list, the bidder or proposer shall so state and shall furnish with the bid or proposal a signed statement which sets forth in detail the reasons why such statement cannot be made. The District may award a bid to a bidder who cannot make the certificate on a case by case basis if:

(1) The investment activities in Iran were made before the effective date of this section (i.e., April 12, 2012), the investment activities in Iran have not been expanded or renewed after the effective date of this section and the person has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or

(2) The District makes a determination that the goods or services are necessary for the District to perform its functions and that, absent an exemption, the District would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

CERTIFICATION

IRAN DIVESTMENT ACT OF 2012

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, added new provisions to the State Finance Law (SFL), §165-a and General Municipal Law (GML) §103-g effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b) and GML §103-g, the initial list is expected to be issued no later than 120 days after the Act’s effective date, at which time it will be posted on the OGS website.

By submitting a response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Proposer (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Proposer is advised that once the list is posted on the OGS website, any Proposer seeking to enter into, renew or extend a Contract or assume the responsibility of a Contract awarded in response to the solicitation, must certify at the time the Contract is bid upon or a proposal submitted, or the contract is renewed, extended or assigned that it is not included on the prohibited entities list.

During the term of the Contract, should Dutchess BOCES receive information that a person is in violation of the above-referenced certification, Dutchess BOCES will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then Dutchess BOCES shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

Dutchess BOCES reserves the right to reject any bid, proposal or request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**CONFLICT OF INTEREST DISCLOSURE STATEMENT**

**PLEASE COMPLETE A OR B BELOW:**

1. I do not have any affiliations or financial interests with any segment of Dutchess BOCES or any employee, board member or elected official.

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Firm Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. I have an affiliation or financial interest with a Dutchess BOCES employee, board member or elected official. The affiliation or financial interest is as follows (please be specific):

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Firm Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Sexual Harassment Prevention Certification**

State Finance Law §139-l requires bidders 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 section two hundred one-g of the labor law.

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 its own organization, under penalty of perjury, that the bidder 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 section two hundred one-g of the labor law.

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

Bidder: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By (signature): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name (Please Print): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Statement of "No Bid" Form

Bid # 2425-02: COOPERATIVE FRESH BAKED BREAD AND BREAD PRODUCTS

To be received by April 30, 2024

Company Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorized Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

We have elected not to submit a request for letter of interest due to the following

reason(s):

Insufficient Time to Respond \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Do Not Offer This Goods/Service \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Unable To Meet Specifications \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Unable To Meet Service Requirements \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Workload Does Not Allow Us to Bid \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Specifications Unclear or Too Restrictive \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Other (Please Specify) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Please Return To:

Dutchess BOCES

Purchasing Agent

5 BOCES Road

Poughkeepsie, New York 12601