

Management Services

LeRoy Services Center
80 Munson Street
LeRoy, New York 14482
(585) 344-7900
(585) 658-7900

Genesee-Livingston-Steuben
Wyoming Board of Cooperative
Educational Services

WWW.GVBOCES.ORG

- Alexander
- Attica
- Avon
- Batavia
- Byron-Bergen
- Caledonia-Mumford
- Dansville
- Elba
- Geneseo
- Keshequa
- LeRoy
- Letchworth
- Livonia
- Mount Morris
- Oakfield-Alabama
- Pavilion
- Pembroke
- Perry
- Warsaw
- Wayland-Cohocton
- Wyoming
- York

ICE CREAM PRODUCTS BID GVBOCES 25-F

**Documents Included:
Legal Notice to Bidders
Instructions to Bidders
General Specifications**

Exhibit A, B and C

Appendix A

Appendix B

And

Schedule 1 - Bid Forms Packet

****New Terms and Conditions: Section 15 - Payment****

Bids to be Opened: June 6, 2024

Time: 9:30 am

**Place: Genesee Valley BOCES
Cooperative Bidding
80 Munson Street
LeRoy, NY 14482**

Please note regarding Emergency Closing:

In the event that the LeRoy Services Center located at the address above is closed due to an emergency closing such as inclement weather, the bid opening will be held on the next business day at the same time noted in this bid; bids will be received until this time. However, emergency closings will not affect electronic bid submission date.

Vendor # _____
(GVBOCES USE ONLY)

**Board of Cooperative Educational Services
Genesee-Livingston-Steuben-Wyoming Counties**

LEGAL NOTICE TO BIDDERS

The Board of Cooperative Educational Services of Genesee -Livingston-Steuben-Wyoming Counties in the Village of Le Roy, (In Accordance with Section 103 of Article 5 - A of General Municipal Law) hereby invites the submission of Sealed Bids for:
Ice Cream Products GVBOCES 25-F.

All bid documents for **sealed bid submission** may be obtained by emailing the Cooperative Bidding Office at: coopbidding@gvboces.org, or go to our website: www.gvboces.org (Locate "Services and Management" tab, then "Services" tab, then "Cooperative Bidding", and select appropriate bid name). **Sealed Bids** will be accepted until 9:30 am, on June 6, 2024 at the Genesee Valley BOCES, 80 Munson Street, LeRoy, NY 14482.

All bid documents for **electronic bid submission** may be obtained at: www.bidnetdirect.com/genesee-valley-boces **Electronically submitted bids** need to be uploaded to BidNet Direct: www.bidnetdirect.com/genesee-valley-boces by 9:30 am, on June 6, 2024. Online bidding system closes at exactly 9:30 am. Please allow sufficient time to upload your documents. Late submittals will not be accepted.

Bid documents obtained from any other source are not considered official copies.

All bid submissions will be publicly opened and read beginning at 9:30 am.

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

By: Christine Ceru

Date: May 2, 2024

**Board of Cooperative Educational Services
Genesee-Livingston-Steuben-Wyoming Counties**

INSTRUCTIONS TO BIDDERS

These instructions shall be part of the bid specifications. Failure to read and understand all the instructions and specifications in the bid will not exempt an awarded vendor from compliance with those instructions and specifications.

1. Read all bid documents contained in this package to ensure bid compliance including Schedule 1 – Bid Forms Packet.
2. Copies of bid documents may be obtained through the Cooperative Bidding Office located at 80 Munson Street, Le Roy, NY 14482 or our website: www.gvboces.org. Bid documents for electronic submission can be obtained at: www.bidnetdirect.com/genesee-valley-boces Bid documents obtained from any other source are not considered official copies.
3. All submitted documents shall remain the property of GV BOCES. Each bidder only needs to include completed pages from Schedule 1 – Bid Forms Packet with their bid submission.
4. No discounts for total award will be considered.
5. No shipping, delivery, handling or fuel surcharges allowed.
6. District contact information is provided on Exhibit A.
7. Prices given by the vendor in this bid document shall be binding for the following contract period; September 1, 2024 through August 31, 2025.
8. Provide catalogs and/or access to online catalog.
9. Each bidder must state that no officer of GV BOCES or member of the Board is directly or indirectly interested in the proposal. A BID PROPOSAL CERTIFICATIONS form is included in Schedule 1 and becomes part of this bid proposal. Failure to sign this statement may constitute grounds for rejection of bid.
10. **For all bids being submitted as a hard copy (hand delivered or mailed) the following applies:**
 - a. All submitted documents **must be completed in ink (no pencil)**.
 - b. Any information hand written by the vendor must be clear and legible, including pricing. Failure to comply could result in rejection of bid.
 - c. Signatures are required where indicated on all forms. Electronic signatures are acceptable. An electronic signature shall include faxed versions of an original signature, electronically scanned and transmitted versions of an original signature. Printed or typewritten signatures are not acceptable.
 - d. Prior to bid opening, if samples are requested, mail them to: Cooperative Bidding Office, 80 Munson St.; LeRoy, NY 14482. Samples must be clearly labeled with bidder's name, bid title and bid item number.
 - e. Complete the forms included in Schedule 1 – Bid Forms Packet:
 - i. Bidder's Company Information & Signature Page
 - ii. Bid Proposal Certification
 - iii. Iran Divestment Act Certification
 - iv. Bidder's Customer References
 - v. Catalog/Item Discounts Bid Offering
 - vi. Non-Bidders Response Form (only if applicable)
 - vii. W-9 – Complete with signature and date
 - viii. Bid Request Compilation and Vendor Response Form - pages 1 – 2
 - **If an item is not being bid, it must be marked No Bid. Do not leave any unit cost field blank.** Failure to comply could result in rejection of bid.
 - f. For all bids being submitted as a hard copy (hand-delivered or mailed), **DO NOT** use the excel file found on BidNet Direct. For hard copy bids, you must use the Bid Request Compilation and Vendor Response Form included in the pdf version of the bid document found on our website: <https://www.gvboces.org> Failure to comply could result in rejection of bid.
 - g. To submit a bid, return all the completed items listed in #10 e. above in a sealed envelope labeled with the bid title, bid number, bid opening date and time, bidder's name, and bidder's address to:
Genesee Valley BOCES
Attn: Christine Ceru
80 Munson Street
LeRoy, NY 14482
 - h. All bids received after the time stated in the Legal Notice to Bidders will not be considered and will be returned unopened to the bidder. The envelope will be marked with the date and time of receipt and returned to the vendor, unopened. The bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of GV BOCES. Whether sent by mail or by means of personal delivery, the bidder assumes responsibility for having the bid deposited on time at the place specified.

**Board of Cooperative Educational Services
Genesee-Livingston-Steuben-Wyoming Counties**

11. **For all bids being submitted electronically through BidNet Direct the following applies:**
- a. All bid forms included in Schedule 1 – Bid Forms Packet must be uploaded to: www.bidnetdirect.com/genesee-valley-boces in order to be submitted electronically.
 - b. The Vendor Bid Response excel file must be uploaded to: www.bidnetdirect.com/genesee-valley-boces. See Exhibit B for submission instructions. Failure to comply with submission instructions could result in rejection of bid.
 - c. If any information on the forms that are required to be uploaded are hand written by the vendor, they must be clear and legible. Failure to comply could result in rejection of bid.
 - d. Signatures are required where indicated on all forms being uploaded. Electronic signatures are acceptable. An electronic signature shall include faxed versions of an original signature, electronically scanned and transmitted versions of an original signature. Printed or typewritten signatures are not acceptable.
 - e. Prior to bid opening, if samples are requested, mail them to: Cooperative Bidding Office, 80 Munson St.; LeRoy, NY 14482. Samples must be clearly labeled with bidder's name, bid title and bid item number.
 - f. Complete the forms included in Schedule 1 – Bid Forms Packet:
 - i. Bidder's Company Information & Signature Page
 - ii. Bid Proposal Certification
 - iii. Iran Divestment Act Certification
 - iv. Bidder's Customer References
 - v. Catalog/Item Discounts Bid Offering
 - vi. Non-Bidders Response Form (only if applicable)
 - vii. W-9 – Complete with signature and date
 - g. For all bids being submitted electronically through BidNet Direct, **YOU MUST** use the Vendor Bid Response excel file only found on BidNet Direct. When completed, the excel file must be uploaded to: www.bidnetdirect.com/genesee-valley-boces
 - h. To submit a bid, upload all the required items listed in #11 f. and the excel file required in #11 g above.
 - i. Online bidding system closes at exactly the time stated in the Legal Notice to Bidders. Please allow sufficient time to upload your documents. Late submittals will not be accepted. Any emergency closings will not affect electronic bid submission date.

**Board of Cooperative Educational Services
Genesee-Livingston-Steuben-Wyoming Counties**

GENERAL SPECIFICATIONS

This is a cooperative bid involving a number of our component school districts. By signing and submitting this bid for consideration by Genesee Valley BOCES (hereinafter called 'GV BOCES'), the vendor acknowledges that they have read, understand and agree to all aspects of the specifications as presented, without reservation or alteration.

1. GENERAL BID CONDITIONS

- a. It shall be understood that a bidder may submit only one bid for each line item and only one bid package for award consideration. Submission of more than one bid per item or more than one bid package shall be deemed collusion and that all bids received from the submitting bidder shall be rejected. It shall also be understood that substitute items will be evaluated; however, only one substitute line item will be accepted per item. Any additional substitute line items submitted will be rejected and not considered for bid award.
- b. No interpretation of the meaning of the specifications or other contract document will be made to any bidder orally. For any bid responding as a hard copy submission, every request for such interpretation shall be in writing, to the Purchasing Agent, not less than five (5) days prior to the date of the bid opening. For any bid responding electronically, go to the "Question Acceptance Deadline" section in BidNet Direct to enter your question by the date indicated. Notice of any and all such interpretations and any supplemental instructions will be sent to all bidders of record by GV BOCES in the form of an addenda to the specifications. Any addenda so issued shall become part of the bid document.
- c. Units of Measure and container sizes are important. An awarded vendor will be held to their pricing provided for the unit of measure and container sizes specified unless the vendor modifies the unit of measure or container size when completing their bid document.
- d. All prices quoted must be "per unit" as specified; e.g., do not quote "per case" when "per dozen" is requested; otherwise, bid may be rejected.
- e. For hard copy bid submissions, the Bidder must insert the unit cost and the extensions for each line item in the bid. For electronic bid submissions, the Bidder must insert the unit cost in the appropriate column; either column G (Unit Cost) or column L (Subs Unit Cost). Extensions will calculate automatically.
 - i. For hard copy submission type, if an item is not being bid, it must be marked No Bid in the "Unit Price" column. For electronic submission type, it must be marked No Bid in Column I labeled "Vendor Catalog Number" and 0.00 should be entered in the "Unit Cost" column. Do not leave any unit cost field blank with either submission type. Failure to comply could result in rejection of bid.
 - ii. In the event of a discrepancy between the unit cost and the extension, the unit cost will govern. Prices shall be extended in decimal, not fractions.
- f. GV BOCES does not offer or supply anyone with the list of vendors that have obtained a copy of the bid specifications or any cost estimates for a project prior to the opening of the bid. No exceptions are made to this policy.
- g. GV BOCES reserves the right to allow all municipalities, political sub-divisions of New York State and not-for-profit organizations authorized under the General Municipal Law of the State of New York to purchase any goods and/or services awarded as a result of this bid in accordance with the latest amendments to NYS GML 100-104. However, it is understood that the extension of such contracts is at the discretion of the vendor and the vendor is only bound to any contract between GV BOCES and the vendor.

Any necessary deviations from the bid specifications in the award of a participant contract, whether such deviations relate to quantities, or delivery points, shall be resolved between the successful bidder and the other municipalities, political sub-divisions of New York State or not-for-profit organizations.

**Board of Cooperative Educational Services
Genesee-Livingston-Steuben-Wyoming Counties**

- h. In accordance with New York State General Municipal Law, GV BOCES will not be liable for any purchases or contracts for goods or services for which funding is not available. As a result, the vendor agrees to hold GV BOCES harmless for any contracts let for which funding either does not currently exist, or for which funding has been removed prior to the issuance of a purchase order by GV BOCES or our participating component districts.

Issuance of a purchase order by GV BOCES or our participating component districts indicates that they currently have and have set aside adequate funds to procure the goods and services indicated in the purchase order or contract. Receipt of a resolution by their Board is not in and of itself a binding contract with GV BOCES or our participating component districts.

Should it become necessary for GV BOCES or our participating component districts to cancel a project or purchase after a purchase order has been issued, GV BOCES and our participating component districts will only be liable for and the vendor agrees to only assess those financial damages that it can prove to have incurred as a result of the cancellation.

2. ACCEPTANCE OR REJECTION

- a. Any deviation from the adherence to these specifications may exclude the bidder from consideration.
- b. Awards will be made as soon as practical after bid opening. The Board reserves the right to reject or waive all informalities in any bid received, and to reject all bids and re-advertise if such procedure is in the best interest of GV BOCES. Bids offering terms other than those contained in the specifications may be rejected.

3. AWARD

- a. Various brand names that may be mentioned in these specifications are given to establish a standard of quality. It is not our intent to limit awards to any one brand, but rather to set a standard and establish a basis for equality. However please note, there may be item(s) that clearly are stated no substitutes will be accepted.
- b. If two or more bidders submit identical bids as to price, quality, etc., the decision of the Board to award a contract to one of such identical bidders shall be final.
- c. The successful bidder(s) shall supply all guarantees, service warranties and manuals where applicable.
- d. All regularly manufactured stock electrical items must bear the label of the Underwriters' Laboratories, Inc.
- e. Notice of Award shall be made to the successful bidder within ten (10) days from the date of the Board action.
- f. GV BOCES reserves the right to award by item, by sub-category, or by total, whichever is in their best interest.
- g. The award, if made, can be expected by August 30, 2024.

4. BID SECURITY

- a. If the supplies, materials or equipment are to be delivered over an extended period of time, or if the specifications so state, the successful bidder may be required to execute an agreement in relation to the performance of such contract. If the specifications so state, the successful bidder also may be required to furnish a performance bond equal to ten percent (10%) of the contract to guarantee faithful performance of such contract. Such performance bond shall be maintained in full force and effect until the contract has been fully performed. The surety company furnishing each performance bond shall be authorized to do business in the State of New York and must be satisfactory to GV BOCES or our participating component districts.

**Board of Cooperative Educational Services
Genesee-Livingston-Steuben-Wyoming Counties**

5. CATALOG/WEBSITE INSTRUCTIONS

- a. Bidders must supply with their bid packet, either access to their online catalog (including login/password if needed to access catalog items) or one (1) hard copy of their current catalog(s). These will be used in the analysis of the bid submitted. Bidders who do not submit these required items may be considered non-responsive.

6. CONTRACT

- a. A contract may be canceled at the successful bidder's expense upon nonperformance of contract.
- b. Termination for Convenience: GV BOCES, by 30 days written notice, may terminate this contract, in whole or in part, when it is in the best interest of GV BOCES and our participating component districts. If this contract is so terminated, GV BOCES and our participating component districts shall be liable only for payment in accordance with the payment provisions of this contract for services rendered and/or supplies received prior to the effective date of termination.
- c. Cancellation of contract for any reason may result in removal of the successful bidder's name from mailing lists for future proposals for an indeterminate period.
- d. It is mutually understood and agreed that the successful bidder shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or right, title, or interest therein, or power to execute such contract, to any other person, company, or corporation, without the previous written consent of GV BOCES.
- e. Provided it is mutually agreeable between the vendor and GV BOCES, on behalf of our participating component districts, the contract prices may be extended beyond the expiration date of the contract period.
- f. Unless otherwise specified, a notice to the successful bidder by the issuance of purchase orders along with the specifications and bid offer to the bidder will constitute and create a contract. The Board reserves the right to hold all bids for forty-five (45) days subsequent to the opening of bids for examination and consideration.
- g. A contract shall bind the successful bidder on their part to furnish and deliver at the prices and in accordance with the conditions of this bid. Contracts shall bind GV BOCES and our participating component districts on its part to order from the successful bidder and to pay the contract prices for all items ordered and delivered.
- h. If the successful bidder fails to deliver within the time specified, or within reasonable time as interpreted by GV BOCES and our participating component districts, or fails to make replacement of rejected articles, GV BOCES and our participating component districts may purchase from other sources to take the place of the item rejected or not delivered. GV BOCES and our participating component districts reserve the right to authorize immediate purchase from other legally available sources against rejections on any contract when necessary.

7. ESTIMATED QUANTITIES

- a. All items awarded are available to be purchased by all participants, whether or not quantities were estimated by a district for any item.
- b. The participants reserve the right to purchase items from any other bids allowable under New York State General Municipal law, including but not limited to New York State contracts should doing so result in savings for the district.
- c. Any quantities shown on the Bid Request Compilation and Vendor Response Form (hard copy) or Vendor Bid Response excel file (electronic excel file) are estimates only. GV BOCES solicits your bid on a "more-or-less" basis: i.e., the prices bid by you shall apply whether or not GV BOCES or our participating component districts order more or less of any of the quantities shown. GV BOCES

Board of Cooperative Educational Services Genesee-Livingston-Steuben-Wyoming Counties

does not guarantee the quantities to be ordered. The award decision will be based on vendor responses and those responses which are in the best interest of GV BOCES and our participating component districts.

8. EXCESSIVE DELAY

- a. It is expected that the delivery of items will be received by the ordering district within thirty (30) days from receipt of order by the vendor. If delivery by the vendor is delayed by more than fifteen (15) business days after the thirty (30) day delivery time frame, the ordering district reserves the right to terminate the order of any or all undelivered units.

9. INVOICES

- a. Invoices presented must be specific to the participant that issued the purchase order and must be accurate, noting Purchase Order number, name of item, item number, quantity shipped, bid pricing per unit and extended cost, and all credits due. Credits must reference original invoice. Early payment discount option should be noted on invoices. Inaccurate invoices will not be considered for payment until correct and payment terms will be applicable from the date the accurate invoice is received. Payment of invoices is the responsibility of the participant that issued the purchase order.

10. ORDERING

- a. No minimum order shall be required. Purchase orders will be issued by individual participants for actual quantities needed.
- b. GV BOCES and our participating component districts will purchase by item, by groups, or by total, whichever is in their best interest.
- c. No legal or financial obligations to vendors are created or implied by the participation in this bid.

11. SAFETY DATA SHEETS (SDS)

- a. An SDS must accompany each shipment of all required items as established by the New York State Right to Know Law, enacted in 1970, and the Federal Communication Standard enacted in 1983. Vendors that fail to comply will not be considered for future bids.

12. MINORITY AND/OR WOMEN-OWNED BUSINESS ENTERPRISE (MWBE) REQUIREMENTS

- a. GV BOCES, in an attempt to encourage and promote participation from all vendor sources, and in accordance with General Municipal Law 103, advertises our legal bid notices in the official newspaper(s) of GV BOCES. Furthermore, when dictated by a source of funding, GV BOCES will make every effort to meet any additional MWBE requirements of said funding sources. GV BOCES will take all necessary affirmative steps as outlined by the funding source to assure that minority businesses, women's business enterprises, and labor surplus area firms are solicited and used when possible.

13. NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

- a. Please see Appendix A for Contract Provisions as outlined in the Code of Federal Regulations Title II Grants & Agreements, Chapter II, part 200, Subpart D, 200.326 Contract Provisions.

14. PACKAGING AND DELIVERY

- a. Unless otherwise stated in the specifications, all items must be delivered into and placed at a point within the building as directed by the shipping instructions or the agent for the school district. The successful bidder will be required to furnish proof of delivery in every instance.
- b. All deliveries shall be accompanied by delivery tickets or packing slips. Ticket shall contain the following information for each item delivered:
 - i. Contract number and/or Purchase Order Number
 - ii. Description of item
 - iii. Item number (if applicable)
 - iv. Quantity

**Board of Cooperative Educational Services
Genesee-Livingston-Steuben-Wyoming Counties**

- c. Failure to comply with this condition shall be considered sufficient reason for refusal to accept the goods.
- d. The successful bidder shall be responsible for the delivery of items in good condition. If a delivery is not received in good condition, the receiving school district will notify the successful bidder of the situation. The successful bidder agrees to remove and replace any visibly damaged cartons and all products found damaged upon opening or products that do not meet specifications. The successful bidder agrees to make good any discrepancies or errors found in receiving such as incorrect amounts, etc. Failure by the successful bidder to remove damaged or incorrect products within thirty (30) days of delivery will be regarded as abandonment and the district will have the right to dispose of said items as it sees fit.
- e. **No shipping, delivery, handling or fuel surcharges allowed.**
- f. Delivery must be made in accordance with the proposal and specifications. The total order is to be delivered to the following locations. (See Exhibit "A" for district contact information).
- g. Unloading and placing of the supplies is the responsibility of the successful bidder, and the school districts accept no responsibility for unloading and placing of supplies. Any costs incurred due to the failure of the successful bidder to comply with this requirement will be charged to them. No help for unloading will be provided by the school district and supplier should notify their truckers accordingly. All supplies will be unloaded adjacent to the drop-off point and inside the building.
- h. If the supplies, materials, or equipment cannot be received during the period of time specified, alternate delivery dates may be provided by specific itemization as noted on district purchase orders and will be honored by the successful bidder and school districts.

15. PAYMENTS

- a. Orders will be processed for payment when all items on a purchase order have been received in good order. Per GV BOCES policy, no partial payments will be made. Participating school districts will process payments per their District Purchasing Policy.
- b. ACH Payments – In addition to payment by check, the awarded vendor will accept payment from districts via the Automated Clearing House (ACH). Any district who selects the ACH payment option will provide the awarded vendor an authorization form to be completed and submitted by the vendor to the district

16. PRICE ADJUSTMENTS

- a. All vendors, by submitting a bid, agree to hold all prices offered firm for a period of at least sixty (60) calendar days from the effective date of the bid.
- b. Any pricing adjustment after the sixty (60) day threshold, requires the written consent of GV BOCES. In the event, the successful bidder proposes a price increase after the sixty (60) threshold, and such price increase is permitted by law, such price increase will be considered or authorized only to the extent of the verified amount of the cost of such item(s) was increased to the bidder by its supplier or manufacturer.
- c. **The successful bidder may not institute any new pricing on any orders received until GV BOCES has provided written acceptance of said increase(s).**
- d. Price adjustment requests will only be allowed one (1) time within any thirty (30) consecutive day period.
- e. Additionally, no more than one (1) price adjustment request shall be allowed per item throughout the duration of the bid effective dates.

**Board of Cooperative Educational Services
Genesee-Livingston-Steuben-Wyoming Counties**

- f. GV BOCES reserves the right to audit and/or examine any pertinent books, documents, records or invoices relating to the bid or item(s) in question after reasonable notice and during normal business hours and to deny such proposed price adjustment. In the event GV BOCES denies such proposed price adjustment, GV BOCES reserves the right to rescind said item(s). GV BOCES and our participating component districts reserve the right to purchase said rescinded item(s) according to their district purchasing policy.
- g. This section shall not be construed as a waiver of GV BOCES's right to enforce the contract pricing terms or other remedies available by law.
- h. GV BOCES retains the right to determine whether such proposed increase will become effective only after GV BOCES receives a written request satisfying the requirements set forth in this Section 16 (a-g) and GV BOCES agrees to the price increase in writing which will be within 10 business days.

17. PURCHASING

- a. Purchases made by GV BOCES and our participating component districts are not subject to New York State sales tax or federal taxes. A letter from the New York State Department of Taxation and Finance detailing the tax status will be provided to awarded vendors upon request.

18. RETURNS

- a. If the item or items called for in these specifications are delivered and fail to meet specifications in any respect, the bidder will be notified and will arrange for their removal at no expense to the district. If items are not removed, arrangements will be made to have these items removed at the expense of the awarded vendor.

19. ROYALTIES AND PATENT RIGHTS

- a. The successful bidder shall defend GV BOCES against all suits or claims for infringement of patent rights concerning materials delivered and shall save GV BOCES harmless from loss thereof.

20. SAMPLES

- a. GV BOCES reserves the right to request a sample of any item bid prior to the award. Samples are required where indicated. If the sample is not in accordance with the requirements of the specification, GV BOCES may reject the bid.
- b. Samples must be furnished free of charge and received prior to bid opening. Samples must be clearly labeled with bidder's name, bid title and bid item number.
- c. GV BOCES will not be responsible for any samples destroyed or mutilated by examination or testing.
- d. Samples not awarded can be returned at the bidder's expense, if bidder desires their return and provides a prepaid mailing label with samples. If bidder does not indicate the return of samples, GV BOCES shall consider samples as abandoned and shall have the right to dispose of them as its own property.
- e. Awarded samples will be held for comparison with deliveries.

21. SAVINGS CLAUSE

- a. The successful bidder shall not be held responsible for any delays caused by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any other acts not within the control of the successful bidder and which, by the exercise of reasonable diligence, they are unable to prevent.

22. SUBSTITUTES

- a. GV BOCES reserves the right to accept reasonable substitutes for specified items as long as such substitutions in no way affect the performance of the item for which the bid has been requested and pricing remains the same. **It is the responsibility of the bidder to notify GV BOCES when offering such substitutions in the bid.**

**Board of Cooperative Educational Services
Genesee-Livingston-Steuben-Wyoming Counties**

23. SUPPORT CLAUSE

- a. An important component of any successful contract and bid is readily available support to deal with issues, concerns or problems. The inability of a potential bidder to comply with this requirement may result in disqualification of the potential bidder.

24. UNRESOLVED COMPLAINTS

- a. An awarded vendor and participant shall use best efforts to resolve any dispute between them. Both the district(s) and the awarded vendor will submit unresolved complaints in writing to the Genesee Valley BOCES bid coordinator within four (4) days of occurrence. The Coordinator will maintain a file of all complaints that are submitted from districts and vendor, including those resolved or unresolved. Genesee Valley BOCES reserves the right to consider these as part of a vendor performance evaluation.

25. GUARANTEES BY THE SUCCESSFUL BIDDER

- a. The successful bidder guarantees:
 - i. Products are guaranteed against defective material or workmanship and to repair or replace any damages or marring occasioned in transit.
 - ii. To furnish adequate protection from damage for all work and to repair damages of any kind for which successful bidder or successful bidder's employees are responsible.
 - iii. That the equipment/product delivered is standard, new, latest model of regular stock product or as required by specifications; also, that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.
 - iv. Every unit delivered must be guaranteed against faulty material and workmanship for a period of at least one-year from date of delivery. If during this period such faults develop, the successful bidder agrees to replace the unit or the part affected without cost to the school district.

Bidding Contact List			Exhibit A Bid		Category: Ice Cream Products		
<u>District Name</u>	<u>Contact Name</u>	<u>Phone Number</u>	<u>Email Address</u>	<u>H.S. Address</u>	<u>M.S. Address</u>	<u>E.S. Address</u>	<u>Delivery Time</u>
Alexander Central School	Jim Tyx	585-591-1551 x2050	jtyx@alexandercsd.org	3314 Buffalo St., Alexander NY 14005	w/ H.S.	diff. building same address	7:00-2:30
Attica Central School	Kris Wicks	585-591-0400 x1195	kwicks@atticacsd.org	3338 E.Main St., Attica, NY 14011	w/H.S.	diff. building same address	9:00-1:00
Avon Central School	Tammy Snyder	585-226-2455 x1735	tsnyder@avoncsd.org	191 Clinton Street, Avon NY 14414	w/ H.S.	diff. building same address	6:30-1:00
Batavia City Schools	Susan Presher	585-343-2480	slpresher@bataviacsd.org	260 State St., Batavia, NY 14020	96 Ross St., Batavia NY 14020	JK Sch-166 Vine St/ Jax Sch-411 S. Jackson St.	7:00-10:00
Byron-Bergen Central School	Mary DellaPenna	585-494-1220 x2003	mdellapenna@bbschools.org	6917 West Bergen Rd, Bergen NY 14416	w/ H.S.	diff. building same add	6:00-10:00
Caledonia-Mumford Central	Robert Flynn	585-538-3462	rflynn@cal-mum.org	99 North Street, Caledonia NY 14423	w/ H.S.	diff. building same add	6:30-1:00
Dansville Central School	Rita Morrow	585-335-4010 x1407	morrowr@dansvillecsd.org	282 Main St., Dansville NY 14437	w/ H.S.	diff. building same add	6:00-12:00
Elba Central School	Kim Walczak	585-757-9967 x1010	kwalczak@elbacsd.org	57 South Main St, Elba, NY 14058	all one school	all one school	6:00 - 2:00
Geneseo Central School	David Handschumacher	585-243-3450 x2386	davidhandschumacher@geneseocsd.org	4050 Avon Road, Geneseo, NY 14454	all one school	all one school	6:30-2:00
Keshequa Central School	Tammy Snyder	585-468-2900 x1173	tsnyder@keshequa.org	13 Mill St., Nunda, NY 14517	4-12 in one building	1716 Church & Maples, Dalton NY 1436	7:00-10:00
Leroy Central School	Melissa Saunders	585-768-5509	msaunders@leroycsd.org	9300 South St. Rd, Leroy, NY 14482	w/ H.S.	2-6 Trigon Park, Leroy NY 14482	7:00-2:00
Letchworth Central School	John Novak Terry Gill	585-493-5999 585-493-5999	inovak@letchworth.k12.ny.us tgill@letchworth.k12.ny.us	5550 School Rd. Gainesville, NY 14066	All one school	All one school	7:00-2:00
Livonia Central School	Rebecca Schorer	585-346-4000 x4060	rschorer@livoniacsd.org	2 Bulldog Blvd., Livonia, NY 14487	w/ H.S.	6 Puppy Lane, Livonia NY 14487	7:00-12:00
Mt. Morris Central School	Robert Flynn	585-658-5001	rflynn@mtmorriscsd.org	30 Bonadonna Ave, Mt. Morris, NY 14510	all one school	all one school	bef. 7 or 8-1
Naples Central School	Deena Kingston	585-374-7938	dkingston@naplescsd.org	136 North St., Naples, NY 14512	w/ H.S.	2 Academy St., Naples, NY 14512	7:00-1:00
Oakfield-Alabama Central	Mary DellaPenna	585-948-5211 x4234	mdellapenna@oahornets.org	7001 Lewiston Rd., Oakfield, NY 14125	w/ H.S.	diff. building same add	6:00-10:00
Pavilion Central School	Daniel Baker	585-584-1027	dbaker@gvboces.org	7014 Big Tree Rd., Pavilion, NY 14525	w/ H.S.	7071 York Rd., Pavilion NY 14525	6:30-10:30
Pembroke Central School	Jim Tyx	585-599-4525 x1917	jtyx@pembrokecsd.org	5 & 77, Corfu, NY 14036	58 Alleghany Rd., Corfu NY 14039	2486 Main Road, E. Pembroke NY 14056	7:00-12:30
Perry Central School	Laurie Cutcliffe	585-237-0270 x2271	lcutcliffe@perry.k12.ny.us	33 Watkins Ave., Perry NY 14530	w/ H.S.	50 Olin Ave, Perry NY 14530	7:00-1:00
Warsaw Central School	Daniel Baker	585-786-8000 x1554	dbaker@gvboces.org	98 West Court Street, Warsaw NY 14569	w/ H.S.	153 West Buffalo Street, Warsaw, NY 14569	7:30-12:00
Wayland-Cohocton School	Connie Hoffman	585-213-4315	choffman@wccsk12.org	2350 Rt. 63 North, Wayland NY 14572	w/ H.S. but has own dock	30 Park Ave., Cohocton NY 14826	6:00-12:00

**Board of Cooperative Educational Services
Genesee-Livingston-Steuben-Wyoming Counties**

Wyoming Central School	David Handschumacher	585-495-6222	davidhandschumacher@geneseocsd.org	State Rt. 19, Wyoming NY 14591	all one school	all one school	7:00-1:00
York Central School	Laurie Cutcliffe	585-243-1730 x2152	lacutcliffe@yorkcsd.org	2578 Genesee St., Retsof NY 14539	all one school	all one school	7:00-1:00
Boces Batavia	Susan Presher	585-343-2480	slpresher@bataviacsd.org	8250 State Rd., Batavia, NY 14020	Cafeteria Location	Cafeteria within a BOCES	7:00-1:00
Boces Mt. Morris	David Handschumacher	585-658-7811	davidhandschumacher@geneseocsd.org	27 Lackawanna Ave., Mt. Morris NY 14510	Cafeteria Location	Cafeteria within a BOCES	7:00-1:00
Regional Food Service Director	Deborah C. Naples	585-346-4000 x4302	dnaples@gvboces.org	40 Spring St. Livonia, NY 14487	RFS Office	Connell Building	

**Board of Cooperative Educational Services
Genesee-Livingston-Steuben-Wyoming Counties**

**Exhibit B
Instructions for the Submission of Electronic Bid Forms**

1. BidNet Direct is the electronic platform Genesee Valley BOCES is utilizing for the electronic bid process.
2. Free vendor registration is required to view the bid documents. You can register to become a bidder online at www.BidNetDirect.com If you have trouble with the website or vendor registration, please contact BidNet Direct Vendor Support Department at 1-800-835-4603 option 2.
3. The Vendor Bid Response excel file and Schedule 1 – Bid Forms Packet are available to download on the website: www.bidnetdirect.com/genesee-valley-boces
4. The Vendor Bid Response excel file shall be completed electronically and uploaded back to the same platform in the same format.
 - a. Do not password protect the excel file.
 - b. E-mailed or faxed responses are not acceptable.
5. Failure to follow **all** the submission instructions for the Vendor Bid Response excel file, could result in rejection of bid.
6. The bidder shall not alter the excel file in any manner except for modifying column widths. Do not delete any columns or rows. Any change in the electronic format will prevent the file from being read by the bid evaluation software and therefore may result in the rejection of the bid submission.
7. Bidder must insert the price per unit as specified in the excel file. Please do not enter anything but the price in the unit cost or subs unit cost column (no letters, part numbers, etc.).
8. It is **critical** to pay attention to the units of measure that are specified per item in the excel file. If the bidder is bidding an item that does not meet the exact specifics of a line item, such as unit of measure, item size and/or quantity per package, make sure to follow the instructions below in #14 for bidding item not as specified.
9. Please refer to Exhibit C for examples of entering information into the excel file.
10. Only fields specified below in #13 and #14 are to be used when entering your bid response.
11. Make sure to enter your bid price in only **ONE** column.
 - a. Use only Column G (unit cost) if bidding item exactly as specified
 - b. Use only Column M (subs unit cost) if offering a substitute
12. If an item is not being bid:
 - a. It must be marked No Bid in Column I - Vendor Catalog Number
 - b. Leave the unit cost field as is with 0.00
 - c. **Do not leave any unit cost field blank**
 - d. Failure to comply could result in rejection of bid
13. Instructions for **Bidding as Specified:**
 - a. If the bidder is bidding as specified (including manufacturer, color and package size) the bidder should fill in only the Unit Cost (column G) and Vendor Catalog Number fields (column I)

G	H	I
Unit Cost	Extended Cost	Vendor Catalog Number

14. Instructions for **Bidding not as Specified:**
 - a. When offering a substitute bid item, the bidder is required to fill in **ALL** substitute fields as noted below. (Substitute Desc (column J), Subs UM (column K), Subs Qty (column L), Subs Unit Cost (column M))

J	K	L	M
Substitute Desc	Subs UM	Subs Qty	Subs Unit Cost

- b. The bid software will not recognize a substitute item if all substitute columns (J-M) are not complete.
 - c. Unit of Measure (Subs UM- column K) is limited to 4 characters.

**Board of Cooperative Educational Services
Genesee-Livingston-Steuben-Wyoming Counties**

- d. When offering a substitute bid item, it is **key** to provide a complete and accurate item description including the brand, item size and how sold in the "Substitute Desc" column (column J). Be sure to follow this example when a substitute item is being bid:
- i. If Column D - Item Description Reads:
HAND SANITIZER, ALCOHOL BASED 4 OZ. - 12/CASE, PURELL
 - ii. If you are substituting brand, package size and case count, Column J would read as follows:
HAND SANITIZER, ALCOHOL BASED 6 OZ. - 24/CASE, SUAVE
 - iii. The following example is **NOT** acceptable as there is not enough information for analysis as it only provides brand name, package size and case count (product description is missing so the bid evaluation software would not know this was hand sanitizer, alcohol based):
SUAVE, 6 OZ., 24/CASE
 - iv. The bidder is required to fill in all substitute fields. (See Exhibit C for examples)
- e. When the substitute item is **not the same packaging size:**
- i. The bidder must adjust the number of packages needed of their product to equal the actual total individual units requested in the specification. All quantities must be in whole numbers. (Cannot bid 0.20 cases. Round up to 1.00 case.)
 - ii. The bidder is required to fill in all substitute fields. (See Exhibit C for examples)
- f. When the substitute item **is the same packaging size:**
- i. The bidder is required to fill in all substitute fields. (See Exhibit C for examples)
- g. Failure to comply could result in rejection of bid.

**Board of Cooperative Educational Services
Genesee-Livingston-Steuben-Wyoming Counties**

**Exhibit C
Examples for Submission of Electronic Bid**

1. In the example below, the bidder is bidding the "same product" as specified in the "same size" specified. The bidder will only fill in the **Unit Cost** and the **Vendor Catalog Number** as indicated in red.

Item ID	Sub-Category	Item Description	UM	Quantity	Unit Cost	Vendor Catalog Number	Substitute Desc	Subs UM	Subs Qty	Subs Unit Cost
0500	0997	COPY PAPER, 8 1/2 X 11, WHITE, HIGH SPEED, SUB 20, ACID FREE, SOME RECYCLED MAT, 500 SHEETS/REAM, 10 REAMS/CASE	CS	1000	25.0000	36250			0.0000	0.00

2. In the example below, the bidder is bidding a "substitute product" in the "same size" as specified. The bidder must fill in **All Five Highlighted Columns** (as indicated in red) for the bid to be properly read by the bid software.

Item ID	Sub-Category	Item Description	UM	Quantity	Unit Cost	Vendor Catalog Number	Substitute Desc	Subs UM	Subs Qty	Subs Unit Cost
0630	0060	CAPE, NYLON, COMBOUT CAPE, 28" X 28", BLACK, VELCRO CLOSURE, SCALPMASTER BURMAX 3020 OR EQUAL	EA	15	0.0000	2226	CAPE, NYLON, COMBOUT CAPE, 30 X 30 , BLACK, VELCRO CLOSURE, CAMEO LG	EA	2.0000	15.00

3. In the example below, the bidder is bidding the "same product" as specified in a different size than specified. The bidder must fill in **All Five Highlighted Columns** (as indicated in red) for the bid to be properly read by the bid software.

Item ID	Sub-Category	Item Description	UM	Quantity	Unit Cost	Vendor Catalog Number	Substitute Desc	Subs UM	Subs Qty	Subs Unit Cost
0020	01	ENVELOPES, TYVEX, WHITE, 12" X 16", 2" EXPANSION, 14#, OPEN END, 100/BX	BX	20	0.0000	2323	ENVELOPES, TYVEX, WHITE, 12" X 16", 2" EXPANSION, 14#, OPEN END, 250/BX	BX	25.0000	8.00

**Board of Cooperative Educational Services
Genesee-Livingston-Steuben-Wyoming Counties**

Appendix A – Federal Contract Provisions

Contract Provisions as outlined in the Code of Federal Regulations Title II Grants & Agreements, Chapter II, part 200, Subpart D, § 200.326 - Contract provisions.

Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141- 3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701- 3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

**Board of Cooperative Educational Services
Genesee-Livingston-Steuben-Wyoming Counties**

(G) Clean Air Act (42 U.S.C. 7401- 7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251- 1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See § 200.322 Procurement of recovered materials.

§ 200.322 - A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**Board of Cooperative Educational Services
Genesee-Livingston-Steuben-Wyoming Counties**



Schedule 1 - Bid Forms Packet

ICE CREAM PRODUCTS BID GVBOCES 25-F

All forms included in Schedule 1 – Bid Forms Packet, are part of the bid instructions and need to be returned with your bid submission.

The following forms included in this bid forms packet must be completed and returned:

- Bidder's Company Information & Signature Page
- Bid Proposal Certification
- Iran Divestment Act Certification
- Bidder's Customer References
- Catalog/Item Discounts Bid Offering
- Non-Bidders Response Form (only if applicable)
- W-9 – Complete with signature and date
- Bid Request Compilation and Vendor Response Form - pages 1 – 2
(The Bid Request Compilation and Vendor Response Form is only to be used with bids submitted as a hard copy: hand delivered or mailed)

Failure to read, understand and complete all the required forms may constitute grounds for rejection of bid.

Vendor # _____
(GVBOCES USE ONLY)

**Board of Cooperative Educational Services
Genesee-Livingston-Steuben-Wyoming Counties**

**BIDDER'S COMPANY INFORMATION & SIGNATURE PAGE
ICE CREAM PRODUCTS BID – GVBOCES 25-F**

Please Print

Company Name: _____

Address: _____

City/State/Zip: _____

Phone: _____ E-Mail: _____

Contact information for questions regarding the bid:

Name: _____

E-mail: _____ Phone: _____

Address where purchase orders should be mailed:

Attention: _____

Address: _____

City/State/Zip: _____

Can we e-mail purchase orders to you? Yes / No

If yes, please provide Email Address: _____

Contact information for questions surrounding an existing order:

Name: _____

E-mail: _____ Phone: _____

Name of Sales Representative: _____

E-mail: _____ Phone: _____

Online Catalog/Website Instructions: _____
(Website address, log-in/password information)

If a unique reference number is required on the purchase orders as a result of this bid, please list it here:
_____.

Printed Name of Authorized Signature: _____ **Title:** _____

Authorized Signature: _____ **Date:** _____

**Board of Cooperative Educational Services
Genesee-Livingston-Steuben-Wyoming Counties**

BID PROPOSAL CERTIFICATIONS

Firm Name _____

Business Address _____

Telephone Number _____ Date _____

- I. General Bid Certification - The bidder certifies that he will furnish, at the prices herein quoted, the materials, equipment and/or services as proposed on this bid.

 - II. Non-Collusive Bidding Certification - By submission of this bid proposal, the bidder certifies that he is complying with Section 103-d of the General Municipal Law as follows:
 - 1. Statement of non-collusion in bids and proposals to political subdivision of the state: Every bid or proposal hereafter made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation, or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury: Non-collusive bidding certification:
 - (a) 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."
 - (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 a bidder (a) has published price lists, rates, or tariffs, covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning subparagraph one (a).

 - 2. 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 in subdivision one of the section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization 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.
- III. The bidder certifies that he is aware of, and will comply with, the provisions of the State Labor law applicable to independent contractors regarding conditions of employment, including payment of minimum wages, if this bid results in a labor and material type construction contract.

Authorized Signature _____ Title _____

Printed Name _____ Date _____

**Board of Cooperative Educational Services
Genesee-Livingston-Steuben-Wyoming Counties**

IRAN DIVESTMENT ACT

**Certification
Pursuant to Section 103-g
of New York State General Municipal Law**

- A. By submission of this bid/proposal or by assuming the responsibility of a Contract awarded hereunder, the Bidder/Contractor (or any assignee) certifies that it is not on the “Entities Determined to Be Non-Responsive Bidders/Offerors Pursuant to the New York State Iran Divestment Act of 2012” list (Prohibited Entities List) posted on the OGS website at <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certifies that it will not utilize on such Contract, any subcontractor that is identified on the Prohibited Entities List. Additionally, Bidder/Contractor is advised that should it seek to renew or extend a contract awarded in response to the solicitation, it must provide the same certification at the time the Contract is renewed or extended.

- B. During the term of the Contract, should the Genesee Valley BOCES receive information that a person (as defined in State Finance Law §165-a) is in violation of the above referenced certifications, the Genesee Valley BOCES will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the Genesee Valley BOCES shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the Contractor in default.

- C. The Genesee Valley BOCES reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension 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

Printed Name

Title

Company Name (printed)

Date

**Board of Cooperative Educational Services
Genesee-Livingston-Steuben-Wyoming Counties**

**Bidder's Customer References
ICE CREAM PRODUCTS BID – GVBOCES 25-F**

Bidders are required to provide 3 customer references from New York State school districts, BOCES, or public bodies for whom bidder has supplied similar products and/or services to those requested in this bid.

Please Print

Company Name: _____

Customer Name: _____

Address: _____

Contact Person: _____

E-mail: _____ Phone: _____

Customer Name: _____

Address: _____

Contact Person: _____

E-mail: _____ Phone: _____

Customer Name: _____

Address: _____

Contact Person: _____

E-mail: _____ Phone: _____

**Board of Cooperative Educational Services
Genesee-Livingston-Steuben-Wyoming Counties**

**NON-BIDDERS RESPONSE FORM
ICE CREAM PRODUCTS BID**

The Genesee Valley BOCES is interested in the reasons why prospective bidders chose not to submit a bid. If you are NOT submitting a bid for this request, please indicate the reason(s) by circling one or more of the applicable items below and return this form to us. You may fax, email, or mail as listed below. Thank you for your consideration.

1. Unable to bid at this time, but would like to receive future bid proposals.
2. Items or materials are not manufactured by us or not available to our company. Please remove our name from your list as identified in number 10 below.
3. Materials or items we have to offer do not fully meet all the requirements or standards specified.
4. Multiplicity of delivery or service points.
5. Delivery quantities are too small.
6. We cannot meet the time of delivery of items or materials specified.
7. Insufficient time allowed for preparation and submission of bid.
8. Specifications not clearly understood or applicable (too vague, too rigid, etc.)
9. Other reasons: _____
10. You may remove our name from the bid list for: (circle choice below if applicable)
 - a. This commodity group
 - b. This item or material
 - c. All bids

Company Name: _____

Address: _____

Phone Number: _____

Email Address: _____

Authorized Signature: _____

Date: _____

Send this form to Christine Ceru either by email, fax or mail.

Email: coopbidding@gvboces.org

Mailing Address: Genesee Valley BOCES – Cooperative Bidding
Attn: Christine Ceru
80 Munson St.
LeRoy, NY 14482

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See <i>Specific Instructions</i> on page 3.	1	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	2	Business name/disregarded entity name, if different from above.	
	3a	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____
	3b	If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>	(Applies to accounts maintained outside the United States.)
	5	Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
	6	City, state, and ZIP code	
	7	List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

	Social security number					
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 25%; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 40%; height: 20px;"></td> </tr> </table>		-		-	
	-		-			
	or					
	Employer identification number					
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 70%; height: 20px;"></td> </tr> </table>		-			
	-					

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date
------------------	--------------------------	------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

**Board of Cooperative Educational Services
Genesee-Livingston-Steuben-Wyoming Counties**

Appendix B

Additional Bid Requirements for all GV BOCES Food Service Bids

(Bread, Milk, Ice Cream, Grocery, Grocery Diversions, Kitchen Smallwares, Paper and Chemical)

Appendix B shall be considered part of the bid specifications. Failure to read and understand all the instructions and specifications in Appendix B will not exempt an awarded vendor from compliance with these instructions and specifications.

1. The required documents from this Appendix B that need to be returned as part of the sealed bid are as follows:
 - a. Product Formulation Statements - see #3 below
 - b. CN labeling - see #4 below
 - c. Nutritional Facts and Ingredient lists – see #5 below
 - d. Vendor Information Form – Appendix B - page 3
 - e. USDA Required Certification Statement - Appendix B - page 4
 - f. Buy American Provision – Appendix B - page 5
 - g. Milk Bid Only: Escalator/De-escalator Clause – Appendix B – page 6
2. All Food items must be domestic products. Imported products will not be accepted unless there is no competitive product available produced in the United States.
3. All bid items must be submitted with Product Formulation Statements.
4. CN Labeling information is required for all meat and grain products. Failure to provide this documentation may result in non-responsiveness.
5. Nutritional facts and ingredient lists for all food products bid with two or more ingredients must be submitted with your bid forms. Failure to provide this documentation may result in non-responsiveness.
6. Whole Grain-Rich Products – Whole grain food must follow the guidelines set forth by the current Nutrition Standards in the National School Lunch and School Breakfast Programs from the Food and Nutrition Service of the U.S. Department of Agriculture.
7. Buy American – The “Buy American” provision of Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 and Section 12(n) of the National School Lunch Act must be followed when purchasing food products for the Federal school meal programs. (Please see Page 6 of Appendix B for form).
8. All bid items must meet the USDA Smart Snacks in School Standards.

Any food sold in schools must:

 - o Be a "whole grain-rich" grain product; or
 - o Have as the first ingredient a fruit, a vegetable, a dairy product, or a protein food; or
 - o Be a combination food that contains at least 1/4 cup of fruit and/or vegetable; or
 - o Contain 10% of the Daily Value (DV) of one of the nutrients of public health concern in the 2010 Dietary Guidelines for Americans (calcium, potassium, vitamin D, or dietary fiber).

Foods must also meet several nutrient requirements. Please refer to the USDA nutrient requirements included as part of this Appendix B.
9. Special Order – Awarded items need to be readily available for delivery and NOT subject to special order.
10. School lunch directors must be alerted of out-of-stock items within 24 hours of placing the order.
11. Bidders must include the manufacturer item number in the Brand/Additional information column for each item bid in order to provide us with all the information necessary to make the best award possible.
12. Milk Bid - Additional Specifications:
 - a Milk shall be Grade A pasteurized and homogenized and shall meet the requirements of Chapter 30 of the Sanitary Code enacted by the Public Health Council of the State of New York. All milk shall conform to the minimum standards and requirements of the New York State Agriculture and Market Laws.
 - b As requested, reports of the butterfat content and bacteria-plate count of the milk delivered to the schools shall be furnished by the vendor at no expense to the school.
 - c Milk is to be delivered in a clean, odor free truck. Crates of milk should be delivered at a temperature below 45 degrees. Delivery refusals may be made by the Cafeteria Manager for frozen milk cartons, dirty milk cartons, dirty crates, spoiled or incorrect product without cost to purchaser. Milk shall have a minimum of 7 days Sell by Date, including delivery day when delivered before lunch.

**Board of Cooperative Educational Services
Genesee-Livingston-Steuben-Wyoming Counties**

- d Milk shall be delivered no later than the time specified by the individual school's Cafeteria Director and shall be delivered to the designated places in each school district (See Exhibit "A" of bid document). Milk is to be placed in coolers as per arrangement with each Cafeteria Director.
 - e In an emergency, additional milk will be supplied to the school within a reasonable time after the telephone order is made.
 - f An escalator and de-escalator clause shall be a part of this contract. Notice should be made to districts within a week of notification to the contractor.
 - g Milk containers shall be made of cardboard only, no plastic.
 - h All equipment such as coolers and dollies, are to be furnished by successful bidder as per arrangements with each Cafeteria Director and will be kept in good working condition. The successful bidder must coordinate equipment requirements with each district contact person.
 - i Arrangement will be made for invoicing of crates with Cafeteria Director in each participating district.
 - j Inspection of awarded bidder facilities may be conducted by school districts.
 - k Coding methods will be clarified at the beginning of the contracts.
13. Ice Cream Bid – Additional Specifications:
- a All ice cream and ice cream products shall comply with or exceed the minimum requirements of these products as defined in Article 4A of the Agriculture and Markets Law of New York State.
 - b All ice cream and ice cream products shall comply with or exceed the requirements of Chapter 3 of the Sanitary Code enacted by the Public Health Council of New York, The Food and Drug Administration of the Federal Security Agency, and the Genesee County Health Department.
 - c All ice cream and ice cream products shall be fine grained, neither coarse nor icy.
 - d All ice cream and ice cream products shall contain:
 - i) minimum butter fat - 10%
 - ii) minimum milk solids - 10%
 - iii) minimum sugar - 15%
 - iv) maximum over-runs - 90%
 - v) maximum bacteria - 50,000 per gram
 - vi) flavoring - natural or artificial (please notify)

**Board of Cooperative Educational Services
Genesee-Livingston-Steuben-Wyoming Counties**

Vendor requested information

District Name	District Address	School Acct	Day & Time Order is due in vendor office	District Specific Delivery
Alexander Central School	3314 Buffalo St. Alexander, NY 14005			
Attica Central School	3338 East Main St. Attica, NY			
Avon Central School	191 Clinton St. Avon, NY 14414			
Batavia City Schools	260 State St. Batavia, NY 14020			
Byron-Bergen Central School	6917 West Bergen Rd. Bergen, NY			
Caledonia-Mumford Central School	99 North St. Caledonia, NY 14423			
Dansville Central School	284 Main St. Dansville, NY 14437			
Elba Central School	57 South Main St. P.O. Box 370 Elba, NY			
Geneseo Central School	4050 Avon Rd. Geneseo, NY 14454			
Keshequa Central School	P.O. Box 517 Nunda, NY			
Le Roy Central School	2-6 Trigon Park LeRoy, NY 14482			
Letchworth Central School (Ice Cream and Smallware Bids Only)	5550 School Rd. Gainesville, NY 14066			
Livonia Central School	P.O. Box E Livonia, NY			
Mt. Morris Central School	30 Bonadonna Ave. Mt. Morris, NY			
Oakfield-Alabama Central School	7001 Lewiston Rd. Oakfield, NY 14125			
Pavilion Central School	7014 Big Tree Rd. Pavilion, NY 14525			
Pembroke Central School	P.O. Box 308 Corfu, NY			
Perry Central School	33 Watkins Ave. Perry, NY 14530			
Warsaw Central School	153 West Buffalo St. Warsaw, NY 14569			
Wayland- Cohocton Central School	2350 Route 63 Wayland, NY 14572			
Wyoming Central School	State Route 19 Wyoming, NY 14591			
York Central School	P.O. Box 102 Retsof, NY			
Genesee Valley Batavia BOCES	8250 State St Rd. Batavia, NY			
Genesee Valley Mt. Morris BOCES	27 Lackawanna Ave Mt. Morris, NY			

**Board of Cooperative Educational Services
Genesee-Livingston-Steuben-Wyoming Counties**

**USDA REQUIRED CERTIFICATION STATEMENT
DEBARMENT AND SUSPENSION**

A school food authority is prohibited from contracting with a company or individual that has been debarred or suspended in accordance with 7CFR Part 3017. This prohibition does not extend to contracts in existence at the time of the debarment/suspension or to most contracts under \$25,000. Rather, it applies to new contracts and extensions or renewals of existing contracts of \$25,000 or more and to contracts for audit services, regardless of amount.

To ensure that a school food authority does not enter into a contract with a debarred or suspended company or individual, each school food authority must require that each responsive bidder include this certification statement with each bid on each contract.

By signing this **CERTIFICATION STATEMENT**, the bidder certifies that neither it nor any of its principals (e.g., key employees) have been proposed for debarment, debarred, or suspended by a Federal agency.

AUTHORIZED SIGNATURE: _____

TITLE: _____

COMPANY NAME: _____

ADDRESS: _____

DATE: _____

**Board of Cooperative Educational Services
Genesee-Livingston-Steuben-Wyoming Counties**

Buy American Provision Certification

Genesee Valley BOCES and our component districts participate in the National School Lunch Program and School Breakfast Program and are required to use the nonprofit food service funds, to the maximum extent practicable, to buy domestic commodities or products for Program meals. A 'domestic commodity or product' is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR 210.21(d).

By signing below, if you are the awarded Vendor, your company certifies that it complies with the Buy American provision in that the food delivered is of domestic origin or the product is substantially produced in the United States. For these purposes, substantially means over 51% of the processed food is from U.S. produced products. **If the bidder is unable to certify compliance with the Buy American Provision, the bidder shall state this in their response and provide an explanation as to why it cannot certify compliance.**

Please provide Explanation if unable to certify compliance with the Buy America Provision:

AUTHORIZED SIGNATURE: _____

TITLE: _____

COMPANY NAME: _____

ADDRESS: _____

DATE: _____

**Board of Cooperative Educational Services
Genesee-Livingston-Steuben-Wyoming Counties**

MILK/MILK PRODUCTS COOPERATIVE BID

Escalator/De-escalator Clause

It is hereby understood that the fluid milk prices quoted in this bid are based on the Class 1 Price Information for the Northeast Order, Buffalo, NY, skim per cwt (\$10.35) and the Butterfat dollars per pound (\$3.2562) established for April 2024 under the terms of Federal Order #1 for the Northeast Marketing Area.

If these fluid milk prices are hereafter increased or decreased or if the vendor is required to pay any other additional premiums related to government mandated costs in order to obtain a supply of milk the amount of the increase shall be added and/or the amount of the decrease deducted from the rate of payment under this contract. Examples of mandated costs which may affect pricing for the Federal Milk Market Administrators Fee, the processor assessment fee or any over-order premium program such as the Northeast Dairy Compact or the New York State program to enhance dairy farm prices which could be implemented under the Rogers-Allen provision. Justification for any changes shall be provided in writing 30 days prior to any increase or decrease. Other than the fluid milk, all prices are bid for the entire year.

The Class I Price is based on the price of butterfat and the price of the remaining skim portion of milk. Therefore, the price of finished packaged fluid milk products will vary depending on the relative amount of butterfat and skim in the products. The method outlined is designed to calculate the change in the price of fluid milk products from one month to the next.

This methodology does not take into account any changes that might affect costs which could occur due to possible government regulatory mandates such as the Federal Milk Market Administrator's fee, the twenty cent per hundredweight fluid milk processor assessment for fluid milk production, or any over-order premium program. As long as there is no change in any of these factors, there should not be any impact on the price changes calculated using this methodology.

The undersigned further states that no member of the Board of Education of the Genesee-Livingston-Steuben-Wyoming BOCES, or any Board of Education in the participating school districts is directly or indirectly interested in this bid or in any portion of the profits thereof.

Name of Company: _____

Authorized Signature: _____

Address: _____

Date: _____

Smart Snacks in School

USDA's "All Foods Sold in Schools" Standards

USDA recently published practical, science-based nutrition standards for snack foods and beverages sold to children at school during the school day. The standards, required by the Healthy, Hunger-Free Kids Act of 2010, will allow schools to offer healthier snack foods to children, while limiting junk food.

The health of today's school environment continues to improve. Students across the country are now offered healthier school lunches with more fruits, vegetables and whole grains. The *Smart Snacks in School* standards will build on those healthy advancements and ensure that kids are only offered tasty and nutritious foods during the school day.

Smart Snacks in School also support efforts by school food service staff, school administrators, teachers, parents and the school community, all working hard to instill healthy habits in students.

Nutrition Standards for Foods

Any food sold in schools must:

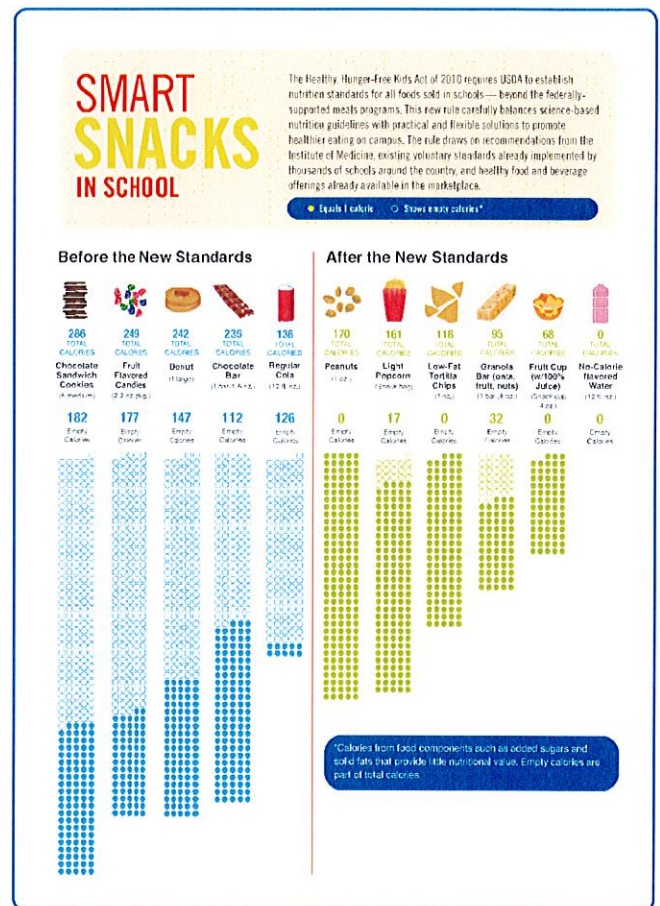
- Be a "whole grain-rich" grain product; or
- Have as the first ingredient a fruit, a vegetable, a dairy product, or a protein food; or
- Be a combination food that contains at least ¼ cup of fruit and/or vegetable; or
- Contain 10% of the Daily Value (DV) of one of the nutrients of public health concern in the 2010 Dietary Guidelines for Americans (calcium, potassium, vitamin D, or dietary fiber).*

Foods must also meet several nutrient requirements:

- Calorie limits:
 - Snack items: ≤ 200 calories
 - Entrée items: ≤ 350 calories
- Sodium limits:
 - Snack items: ≤ 230 mg**
 - Entrée items: ≤ 480 mg
- Fat limits:
 - Total fat: ≤35% of calories
 - Saturated fat: < 10% of calories
 - Trans fat: zero grams
- Sugar limit:
 - ≤ 35% of weight from total sugars in foods

*On July 1, 2016, foods may not qualify using the 10% DV criteria.

**On July 1, 2016, snack items must contain ≤ 200 mg sodium per item



Nutrition Standards for Beverages

- **All schools may sell:**
 - Plain water (with or without carbonation)
 - Unflavored low fat milk
 - Unflavored or flavored fat free milk and milk alternatives permitted by NSLP/SBP
 - 100% fruit or vegetable juice and
 - 100% fruit or vegetable juice diluted with water (with or without carbonation), and no added sweeteners.
- **Elementary schools may sell up to 8-ounce portions, while middle schools and high schools may sell up to 12-ounce portions of milk and juice. There is no portion size limit for plain water.**
- **Beyond this, the standards allow additional "no calorie" and "lower calorie" beverage options for high school students.**
 - No more than 20-ounce portions of
 - Calorie-free, flavored water (with or without carbonation); and
 - Other flavored and/or carbonated beverages that are labeled to contain < 5 calories per 8 fluid ounces or ≤ 10 calories per 20 fluid ounces.
 - No more than 12-ounce portions of
 - Beverages with ≤ 40 calories per 8 fluid ounces, or ≤ 60 calories per 12 fluid ounces.

Other Requirements

- **Fundraisers**
 - The sale of food items that meet nutrition requirements at fundraisers are not limited in any way under the standards.
 - The standards do not apply during non-school hours, on weekends and at off-campus fundraising events.
 - The standards provide a special exemption for infrequent fundraisers that do not meet the nutrition standards. State agencies may determine the frequency with which fundraising activities take place that allow the sale of food and beverage items that do not meet the nutrition standards.
- **Accompaniments**
 - Accompaniments such as cream cheese, salad dressing and butter must be included in the nutrient profile as part of the food item sold.
 - This helps control the amount of calories, fat, sugar and sodium added to foods by accompaniments, which can be significant.

Public Comment

USDA is seeking comments on these standards. The formal 120-day comment period is open through October 28, 2013. We also want to continue to receive feedback during implementation of the standards, so that we are able to make any needed tweaks to the standards based on real-world experience. Feedback from students, parents, school food staff, school administrators, State agencies and other interested parties is critical to ensuring successful standards.

To find the standards online, simply go to <http://www.regulations.gov> and search by the docket number, which is FNS-2011-0019, or you may type in the name of the rule "Nutrition Standards for All Foods Sold in School".

Comment Online:
<http://www.regulations.gov>

Comment by Mail:
William Wagoner
Section Chief, Policy and
Program Development Branch
Child Nutrition Division
Food and Nutrition Service
P.O. Box 66874
St. Louis, MO 63166



Breakfast Meal Pattern

Meal Pattern	Breakfast Meal Pattern		
	Grades K-5	Grades 6-8	Grades 9-12
	Amount of Food ^a Per Week (Minimum Per Day)		
Fruits (cups) ^b	5 (1) ^e	5 (1) ^e	5 (1) ^e
Vegetables (cups) ^b	0	0	0
Dark green ^c	0	0	0
Red/Orange ^c	0	0	0
Beans and peas (legumes) ^c	0	0	0
Starchy ^c	0	0	0
Other ^{c,d}	0	0	0
Additional Veg to Reach Total ^c	0	0	0
Grains (oz eq) ^f	7-10 (1) ^j	8-10 (1) ^j	9-10 (1) ^j
Meats/Meat Alternates (oz eq)	0 ^k	0 ^k	0 ^k
Fluid milk (cups) ^g	5 (1)	5 (1)	5 (1)
Other Specifications: Daily Amount Based on the Average for a 5-Day Week			
Min-max calories (kcal) ^h	350-500	400-550	450-600
Saturated fat (% of total calories) ^h	< 10	< 10	< 10
Sodium (mg) ^{h,i}	≤ 430	≤ 470	≤ 500
<u>Trans</u> fat ^h	Nutrition label or manufacturer specifications must indicate zero grams of <u>trans</u> fat per serving.		

Lunch Meal Pattern

Meal Pattern	Lunch Meal Pattern		
	Grades K-5	Grades 6-8	Grades 9-12
	Amount of Food ^a Per Week (Minimum Per Day)		
Fruits (cups) ^b	2.5 (0.5)	2.5 (0.5)	5 (1)
Vegetables (cups) ^b	3.75 (0.75)	3.75 (0.75)	5 (1)
Dark green ^c	0.5	0.5	0.5
Red/Orange ^c	0.75	0.75	1.25
Beans and peas (legumes) ^c	0.5	0.5	0.5
Starchy ^c	0.5	0.5	0.5
Other ^{c,d}	0.5	0.5	0.75
Additional Veg to Reach Total ^e	1	1	1.5
Grains (oz eq) ^f	8-9 (1)	8-10 (1)	10-12 (2)
Meats/Meat Alternates (oz eq)	8-10 (1)	9-10 (1)	10-12 (2)
Fluid milk (cups) ^g	5 (1)	5 (1)	5 (1)
Other Specifications: Daily Amount Based on the Average for a 5-Day Week			
Min-max calories (kcal) ^h	550-650	600-700	750-850
Saturated fat (% of total calories) ^h	< 10	< 10	< 10
Sodium (mg) ^{h,i}	≤ 640	≤ 710	≤ 740
Trans fat ^h	Nutrition label or manufacturer specifications must indicate zero grams of <u>trans</u> fat per serving.		

GENESEE VALLEY BOCES
Bid Request Compilation and Vendor Response Form

Bid: 2425ICECREAM ICE CREAM BID

Vendor Name _____

<u>Item Number</u>	<u>Item Description/Specification</u>	<u>Vendor Reference</u>	<u>Unit of Measure</u>	<u>Quantity Reported</u>	<u>Unit Price</u>	<u>Total Bid</u>
FS2570	ICE CREAM PRODUCTS					
1005	POLAR BLAST FRUIT PUNCH BARS 36/CASE	_____	BOX	712.00	_____	_____
1015	LEMON SHERBET FOAM CUPS 24/CASE	_____	BOX	217.00	_____	_____
1025	COOKIES N' CREAM SCHOOL CONE 4 OZ 24/CASE	_____	BOX	1,305.00	_____	_____
1030	CRAZY SCHOOL CONE 4 OZ 24/CASE	_____	BOX	1,480.00	_____	_____
1035	VANILLA CHOCOLATE SCHOOL TWIST CONE 4 OZ 24/CASE	_____	BOX	1,785.00	_____	_____
1040	RASPBERRY NF YOGURT FOAM CUP 4 OZ 24/CASE	_____	BOX	151.00	_____	_____
1045	VANILLA NO FAT YOGURT FOAM CUP 4 OZ 24/CASE	_____	BOX	177.00	_____	_____
1050	COTTON CANDY NF YOGURT TWISTER 18/CASE	_____	BOX	1,005.00	_____	_____
1055	ORANGE SHERBET FOAM CUP 4 OZ 24/CASE	_____	BOX	162.00	_____	_____
1060	RASPBERRY SHERBET FOAM CUP 4 OZ 24/CASE	_____	BOX	152.00	_____	_____
1065	LF NO HFCS VANILLA DESSERT 3 OZ PLASTIC CUP 48/CASE	_____	BOX	262.00	_____	_____
1070	LF NO HFCS CHOCOLATE DESSERT 3 OZ PLASTIC CUP 48/CASE	_____	BOX	292.00	_____	_____
1075	LF NO HFCS STRAWBERRY SUNDAE DESSERT 3 OZ PLASTIC CUP 48/CASE	_____	BOX	222.00	_____	_____
1080	LF NO HFCS CHOCOLATE SUNDAE DESSERT 3 OZ PLASTIC 48/CASE	_____	BOX	337.00	_____	_____
1095	NP VANILLA MINI SANDWICH 2.5 OZ 48/CASE	_____	BOX	455.00	_____	_____
1100	LOW FAT VANILLA ICE CREAM SANDWICH 4 OZ 24/CASE	_____	BOX	1,455.00	_____	_____
1111	LOW FAT COOKIE CREAM ICE CREAM SANDWICH 4 OZ 24/CASE	_____	BOX	1,185.00	_____	_____
1120	SILLY TUBES WILD MONSTER MELON 24/CASE	_____	BOX	1,082.00	_____	_____

GENESEE VALLEY BOCES
Bid Request Compilation and Vendor Response Form

Bid: 2425ICECREAM ICE CREAM BID

Vendor Name _____

Item Number	Item Description/Specification	Vendor Reference	Unit of Measure	Quantity Reported	Unit Price	Total Bid
1125	TROPICAL KOOL STRAWBERRY FRUIT BAR 24/CASE	_____	BOX	325.00	_____	_____
1130	TROPICAL KOOL MANGO FRUIT BARS 24/CASE	_____	BOX	215.00	_____	_____
1140	NF CHOCOLATE SCOOTER CRUNCH BARS 2.75 36/CASE	_____	BOX	1,217.00	_____	_____
1145	NF STRAWBERRY SCOOTER CRUNCH BARS 2.75 OZ 36/CASE	_____	BOX	1,167.00	_____	_____
1160	NP FUDGE-O-BAR 2 OZ 36/CASE-SCH	_____	BOX	637.00	_____	_____
1165	JUICE RUSH CHERRY BLUE RASPBERRY 4.4 OZ 80 COUNT	_____	BOX	361.00	_____	_____
1175	JUICE RUSH STRAWBERRY MANGO 4.4 OZ 80 COUNT	_____	BOX	336.00	_____	_____
Bid Item Count: 25					Total	_____