WHITE PLAINS CITY SCHOOL DISTRICT
5 HOMESIDE LANE
WHITE PLAINS, NEW YORK 10605

BID #P2026-19 MILK & DAIRY PRODUCTS 26-27

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BOARD OF EDUCATION
WHITE PLAINS CITY SCHOOL DISTRICT
5 HOMESIDE LANE, WHITE PLAINS, NEW YORK 10605
WESTCHESTER COUNTY

NOTICE TO BIDDERS

The Board of Education of the White Plains City School District, White Plains, New York, popularly known as White Plains School District, in accordance with Section 103 of Article 5-A of the General Municipal Law, hereby invites the submission of sealed bids from reputable and qualified suppliers/vendors of GROCERIES PRODUCTS for the following contract to be awarded by the White Plains School District ("School District"):

Bid #P2026-19 MILK & DAIRY PRODUCTS 26-27A

March 4, 2026, at 2:00pm

Bids for Bid #P2026-19 MILK & DAIRY PRODUCTS 26-27 for the term of September 1, 2026, through and including August 31, 2027, will be received until the above stated hour of prevailing time and date at the Business Office, 5 Homeside Lane, White Plains, New York, at which time and place all bids will be publicly opened. The Board of Education reserves the right to change the date and time of the bid submissions and opening by Addendum. If the Business Office is closed due to inclement weather or other emergency on the date and at the time designated for opening of bids in this Notice or in an Addendum, bids will be opened at the same designated time on the next business day on which the Business Office is open.

The Bid Documents, including but not limited to Instructions to Bidders, Bidding Procedures and Requirements, Qualifications of Bidders, Specifications and bid forms may be obtained by going online at https://www.whiteplainspublicschools.org/Page/19996. Only those vendors who obtain bidding documents from https://whiteplainspublicschools.org/Page/19996 are guaranteed to receive accurate bid documents and addendum information, if any addendum is issued. If you obtain documents from a source other than https://whiteplainspublicschools.org/Page/19996, the School District will not guarantee the integrity of the documents.

Bids must be presented on the forms provided in the Bid Documents in the manner designated therein and as required by the Instructions to Bidders, Bidding Procedures and Requirements, Qualifications of Bidders, and Specifications. All bids must be enclosed in sealed, opaque envelopes, which are clearly marked on the outside: **Bid #P2026-19 MILK & DAIRY PRODUCTS 26-27.** Bids shall remain firm for a period of forty-five (45) days following the date of the bid opening.

The Board of Education reserves the right to waive what it deems to be informalities relating to a specific bid, to waive what it deems to be informalities relating to the bidding process, to waive what it deems to be technical defects, irregularities and omissions relating to a specific bid, to request additional information from any bidder, to re-advertise and invite new bids, to reject any or all bids, to accept the whole or part of any bid or to accept parts of bids from more than one bidder which, in the Board of Education 's judgment, is in the best interest of the School District.

The Board of Education reserves the right to consider experience, service, and reputation in supplying the products and/or services sought as well as the financial responsibility and specific qualifications, as set out in the Bid Documents, of the bids when evaluating the bids received and determining whether to award the contract(s).

BOARD OF EDUCATION
WHITE PLAINS CITY SCHOOL DISTRICT
District Office
5 Homeside Lane, White Plains, New York 10605
By: Toni Russo, Purchasing Agent

INSTRUCTIONS TO BIDDERS

1. Carefully inspect all general and special provisions of the Bid Documents.

2. Complete all forms. Be sure to sign in all required places. It is the bidder's responsibility to copy all documents that are to be returned with the bid (see Bidder's Checklist - page 30).

3. All materials submitted to the School District pursuant to this bid shall become the property of the School District and will not be returned to the bidder. The bidder is responsible for making its own copies of any or all parts of the Bid Documents for its files. After a contract is awarded or one or more bids are rejected, bids may be made available upon request pursuant to the Freedom of Information Law ("FOIL") for public inspection, except to the extent that certain personally identifiable information may be redacted as an invasion of personal privacy or certain other information may be redactedif the bidder has designated it and the School District concurs that such information constitutes a trade secret or other proprietary information or data. If a bidder believes that a portion of its bid contains trade secrets or other proprietary data that should remain confidential and not be disclosed, a statement advising the School District of this fact shall accompany the bid and the information is to be identified wherever it appears. Identifying an entire bid as proprietary is unacceptable and will result in no part of the bidbeingtreated as containing a trade secret or other proprietary information or data.

4. Bids must be presented in a sealed, opaque envelope(s) addressed as follows:

Board of Education
White Plains City School District
5 Homeside Lane
White Plains, New York 10605
Attn: Toni Russo, Purchasing Agent

Bid # P2026-19 MILK & DAIRY PRODUCTS 26-27

5. Bids shall remain open for a period of forty-five (45) days following the date of the bid opening.

6. Bids will be received until **2:00 P.M. on Wednesday, March 4, 2026,** by the Purchasing Agent of the White Plains City School District, 5 Homeside Lane, White Plains, New York, unless such date and/or time is modified by an Addendum. All bids will be publicly opened at the above-stated time, or the latest time and date stated in an Addendum to the Bid Documents at the School District's Business Office located at 5 Homeside Lane, White Plains, New York. If the Business Office is closed due to inclement weather or other emergency on the date and at the time last designated for opening of bids in the Notice to Bidders or in an Addendum to the Bid Documents, the bids will be opened at the same time on the next business day on which the Business Office is open.

7. This bid solicitation does not commit the School District to award a contract, pay any cost incurred in the preparation of a bid, or to contract for the products and/or services sought. The White Plains City School District will not reimburse bidders for any expenses incurred in preparing or clarifying submitted bids.

8. The bidder to whom a contract is awarded must comply with all New York State Labor Laws.

SPECIAL INSTRUCTIONS TO PARTICIPATING BIDDERS

The White Plains City School District no longer reads aloud the numerous pricings for food service bids. All Vendors are required to submit their original bid sheet(s), a marked copy and on a thumb drive a copy of the completed fillable bid form in Excel along with any required specification sheets/crediting documents. The marked copy will be distributed at the bid opening. Bid opening attendees will then be able to review the marked copy for recording of pricing. Vendors are limited to one attendee for bid opening

Samples: Bidder agrees to provide sample, free of charge, within 48 hours of a telephone request by the Food and Nutrition Program Director for the purpose of evaluating the quality of products before awarding the bid.

BIDDING PROCEDURE AND REQUIREMENTS

1. The date and time of bid opening will be given in the Notice to Bidders, which may be modified in an Addendum to the Bid Documents.

2. Bidders shall be responsible for visiting the respective sites to fully familiarize themselves with the delivery sites.

3. All bids must be submitted on and in accordance with the forms included in the Bid Documents. See Checklist on page 31.

4. Where so indicated by the makeup of the Bid Form(s), sums shall be expressed in both words and figures, and in case of discrepancy between the two, the amount written in words will govern.

5. A bidder shall not make any stipulations on the Bid Form(s) or qualify its Bid in any manner. No bid will be considered which purports to qualify, limit, amend or omit any requirement of the Bidding Documents.

6. A bid shall include the legal name of the bidder(s) and a statement indicating whether the bidder(s) is a sole proprietor, a partnership, a corporation, or any other legal entity, and shall be signed by the person or persons legally authorized to bind the bidder(s) to a contract. A bid by a corporation shall also give the State of Incorporation and have the corporate seal affixed on the signature pages of each Bid Form. A bid submitted by an agent shall have a current Power of Attorney attached certifying the agent's authority to bind the bidder.

7. Bidders will provide, along with the completed Bid Form(s), evidence demonstrating an ability to provide the requested products and/or services, including, if applicable, a list of any and all school districts of a similar size which the bidder(s) has supplied or served during the past five (5) years and a summary of their experience over at least five (5) years of successful completion of the provision of products and/or services requested in compliance with the applicable laws, rules and regulations of the State of New York.

8. Bidders will also provide the last three (3) years of audited financial statements.

9. Bidders must include a reference list, setting out the names of all school districts supplied or served by it with comparable products and/or services, and shall further set out the name and telephone number of each business official or other school district liaison/individual with knowledge of the comparable products and/or services provided bythe bidder(s).

10. All information required in the Notice to Bidders, Instructions to Bidders, Bidding Procedures and Requirements, Qualifications of Bidders, Specifications and Bid Form(s), in connection with each item against which a bid is submitted, must be provided to constitute a regular bid.

11. No alteration, erasure, or addition is to be made to the typewritten or printed matter. Any deviations from the Instructions to Bidders, Bidding Procedures and Requirements, Qualifications of Bidders, or Specifications will constitute sufficient grounds for rejection of a bid.

12. Prices and information required, except signature of bidder, should be typewritten for legibility. Illegible or vague bids may be rejected. All signatures must be written by hand in ink and the full name of the person who provided the signature shall be legibly printed below the signature. Facsimile, printed, or typewritten signatures are not acceptable. Initials, stamps, photocopies or other copies, or company names may not be used in lieu of any required signature.

13. No charge will be allowed for federal, state, or municipal sales and excise taxes since the School District is exempt from such tax.

14. All bids received after the time stated in the Notice to Bidders, as modified if at all in an Addendum to the Bid Documents, will not be considered and will be returned to the bidder. The bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of the School District. Whether sent by mail or by means of personal delivery, the bidder assumes responsibility for having his/her bid deposited on time at the place specified.

15. **THE BOARD OF EDUCATION RESERVES THE RIGHT TO WAIVE WHAT IT DEEMS TO BE BIDDING OR SPECIFICATION INFORMALITIES RELATING TO A SPECIFIC BID, TO WAIVE WHAT IT DEEMS TO BE INFORMALITIES RELATING TO THE BIDDING PROCESS, TO WAIVE WHAT IT DEEMS TO BE TECHNICAL DEFECTS, IRREGULARITIES AND OMISSIONS**

RELATING TO A SPECIFIC BID, TO REQUEST ADDITIONAL INFORMATION FROM ANY BIDDER, TO REJECT ANY AND ALL BIDS, TO RE-ADVERTISE AND INVITE NEW BIDS, OR TO ACCEPT THE WHOLE OR A PART OF A BID, OR TO ACCEPT PARTS OF BIDS FROM MORE THAN ONE BIDDER AS IN THE BOARD'S JUDGMENT, IS IN THE BEST INTEREST OF THE SCHOOL DISTRICT.

16. The submission of a bid will be construed to mean that the bidder is fully informed as to the extent and character of the services, products, supplies, materials, or equipment required and a representation that the bidder can furnish the services, products, supplies, materials, or equipment satisfactorily in complete compliance with these Bid Documents, including but not limited to the Bid Form(s) and Specifications.

17. All bids must be sealed. They must be submitted either in plain opaque envelopes or other packaging. All bids must be addressed to the Board of Education, White Plains CitySchool District, Attention: Toni Russo, Purchasing Agent. Bid envelopes must be clearly marked **Bid #P2026-19 MILK & DAIRY PRODUCTS 26-27.** Also, the date and time of the bid opening must appear on the envelope. Telephone quotations or amendments will not be accepted at any time. All materials submitted with the Bids will become the property ofthe School District and will not be returned.

18. The contract to be awarded as a result of this solicitation of bids shall have a term of September 1, 2026, through and including August 31, 2027.

19. Bidders shall submit their bids on the provided fillable Bid Form(s) and electronically on a thumb drive. A bid may be submitted for any or all items sought. Vendor item number, case pack size and bid price by unit and markup % must be included and typed in the space provided in orange. Bidder's prices shall include all costs associated with supplying the product(s) and/or service(s) sought including transportation.

20. The contract to be awarded as a result of this solicitation of bids shall have a term of September 1, 2026, through and including August 31, 2027.

21. Bidders shall submit their bids on the provided Bid Form(s) both printed and electronically saved on a thumb drive in Excel format. A bid may be submitted for any or all items sought. Unit and extended price as well as total number of items bid, and total amount of the bid must be included and printed in ink or typed in the space provided. Bidder's prices shall include all costs associated with supplying the product(s) and/or service(s) sought including transportation.

22. Each bidder awarded a contract shall be responsible for complying with the current edition of all federal, state, and local laws, rules, regulations, codes and/or ordinances that apply to the services to be rendered and/or the product(s) to be supplied.

    a. The selected proposer shall comply with the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, by filing the required certification 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 a federal contract, grant or any other award covered by 31 U.S.C. § 1352. In addition, in compliance with the Byrd Anti-Lobbying Amendment, the selected proposer must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award.

b. To the extent applicable to the services to be provided and/or the materials to be supplied, the selected proposer will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. § 7 401, et seq., and the Federal Water Pollution Control Act as amended, 33 U.S.C. § 1251et seq.

c. To the extent applicable to the services to be provided and/or the materials to be supplied, the selected proposer will comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, which requirements include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 24 7 that contain the highest percentage of recovered materials practicable 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.

d. To the extent applicable to the services to be provided and/or the materials to be supplied, the selected proposer must comply with the requirements of 37 CFR Part 401, entitled "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements" and the Standard Patent Right Clauses contained in 37 CFR Section 401.14 will be incorporated by reference and deemed a part of the resulting contract.

23. The White Plains City School District shall have the unilateral option of extending or renewing the contract(s) awarded as a result of this solicitation of bids for up to two (2) consecutive additional periods of twelve (12) months, each upon the same terms and conditions as are contained in these Bid Documents. The School District each year will consider, upon request, an inflationary increase not to exceed the Consumer Price Index for December from the New York, Northeastern New Jersey area based upon index for all urban consumers (CPI-U). Said options shall be deemed to have been exercised upon formal written notification prior to the expiration of any contract(s) awarded as a result of this solicitation for bids. If the White Plains City School District exercises the option for the first additional twelve (12) month period, the contract(s) as renewed shall be deemed to include the option provision for the second additional twelve (12) month period. However, the total duration of the awarded contract(s), including any option(s) under this clause, shall not exceed thirty-six (36) months.

24. Each bid will be received with the understanding that its acceptance, in writing, by the School District, approved by the Board of Education, to furnish any or all of the items described shall constitute a Contract between each accepted bidder and the School District that incorporates all the terms and requirements of the Bid Documents (including but not limited to the Instructions to Bidders, Bidding Procedures and Requirements, Qualifications of Bidders and Specifications) and the accepted portion of the bidder's bid. The Contract shall bind the accepted bidder to furnish the product(s) and/or service(s) at the prices set forth in the accepted portion of its bid.

25. The placing in the mail of a notice of award to an accepted bidder, to the address given in the bid, will be considered sufficient notice of award of a Contract.

26. It is mutually understood and agreed that any bidder awarded a Contract shall not assign, transfer, convey, sublet, or otherwise dispose of the Contract or its right, title, or interest therein, or its power to execute such Contract, or any part thereof to any person, company, or corporation, without the prior written consent of the School District.

27. These Bid Documents (including but not limited to the Instructions to Bidders, Bidding Procedures and Requirements, Qualifications of Bidders, and Specifications) any Addenda issued by the School District, and the accepted portion of the submitted bid shall form a part of the awarded Contract(s) and the provisions thereof shall be binding upon the School District and the accepted bidder(s). The term "Contract Documents" shall include all of the aforesaid together with the Contract itself.

28. Each and every provision of law and clause required by law to be inserted in the Contract shall be deemed to be inserted in it and the Contract shall be read and enforced as though it were included herein, and if through a mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion.

29. It is understood that the Contract in no way excludes the School District from using its own forces, or services provided by other school districts or B0CES, or in any way limits the School District from using other vendors in performing the same, similar, or other services or to obtain the same, similar, or other products.

30. The bidder(s) awarded a contract through this solicitation may not engage subcontractors, hire others to perform all or part of the resulting contract, nor otherwise delegate the obligations of the bidder(s) awarded a contract to perform under the contract without the express written consent of the School District.

31. To the extent the School District consents to the bidder(s) awarded a contract through this solicitation contracting with suppliers and/or other subcontractors to fulfill its obligations under the awarded contract, the bidder(s) awarded a contract will make commercially reasonable good faith efforts to utilize suppliers and/or subcontractors that are certified minority and women-owned business enterprises ("MWBEs"). The bidder(s) awarded a contract shall retain documentation of these good faith efforts to be provided upon request to the School District, New York State, and/or an agency or department of the United States government. Such commercially reasonable good faith efforts shall include but not be limited to (1) placing qualified small businesses and MWBEs on solicitations lists and assuring they are solicited whenever they are potential suppliers or subcontractors; (2) dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by small businesses and MWBEs; and (3) using the services and assistance of such organizations as the Small Business Administration and the Minority Business Development agency of the U.S. Department of Commerce when seeking suppliers or subcontractors. Documentation of good faith efforts shall include, but not be limited to, the following: (a) copies of solicitations sent to MWBEs and any responses thereto; (b) written explanation of the specific reasons each MWBE that responded to such solicitations was not selected; and (c) written explanation of the specific steps undertaken

for the purpose of subcontracting with or obtaining supplies from certified MWBEs.

32. To the extent permitted by law, bidders submitting bids acknowledge that, pursuant to New York General Municipal Law Section 103(16), the White Plains City School District intends to allow all political subdivisions in the State of New York to participate in the bid award(s)/contract(s) resulting from this solicitation for bids. These political subdivisions include, but are not limited to local governments (villages, town, etc.), public authorities, public school and fire districts, public and nonprofit libraries, and certain other nonpublic/nonprofit organizations. Such political subdivisions shall participate in the bid award(s)/contract(s) by entering into their own separate contracts with the successful bidder(s) that are based upon, incorporate, and honor the terms, conditions, specifications, and prices of the award(s)/contract(s) resulting from this solicitation for bids. White Plains City School District shall have no liability or responsibility to pay for any goods or services provided to another political subdivision - each political subdivision is responsible for paying for the goods and services it obtains through the bid award(s)/contract(s) resulting from this solicitation for bids.

33. NON-EXCLUSION FROM PROGRAM PARTICIPATION:

a. Bidder represents and warrants that it, its employees, subcontracts and/or its agents are not excluded from participation, and are not otherwise ineligible to participate, in a "federal health care program" as defined in 42 U.S.C. § 1320 a-7b(f) or in any other government payment program.

b. In the event bidder or any of its employees, subcontractors or agents providing services or products to the School District under a contract awarded as a result of this solicitation of bids is excluded from participation or becomes otherwise ineligible to participate in any such program during the term of the awarded contract, the bidder(s) awarded a contract will notify the School District in writing within three (3) business days after such event. Upon the occurrence of such event, whether or not such notice is given, the School District reserves the right toimmediately terminate the awarded contract.

c. Any employee, subcontractors or agent of the bidder(s) awarded a contract are found to be ineligible to participate in any such program during the term of the awarded contract will immediately cease providing services or products under the awarded contract and be replaced with an eligible individual.

34. BID PROTEST PROCEDURES

Right to Protest

Any actual or prospective bidder whose direct economic interest would be affected by the award of a contract or by the failure to award a contract by the School District may submit a written protest to the Assistant Superintendent for Business in accordance with the procedures set forth herein, except no protests will be considered challenging emergency procurements.

Submission of Protest

a. A protesting party may submit a written protest to the Assistant Superintendent of Business, setting forth the basis on which the protesting party challenges the solicitation of bids or the School District's award or failure to award a contract based upon a solicitation of bids.

b. The written protest must include the following:

   i. name, address, e-mail address, fax and telephone numbers of the protesting party or its designated agent.

   ii. bid, solicitation, or contract number.

   iii. detailed statement of the legal and factual grounds for the protest, including a description of the resulting prejudice to the protesting party.

   iv. copies of all documents relevant to the grounds for the protest.

   v. statement of the relief requested.

   vi. information establishing that the protesting party is an actual or prospective bidder whose direct economic interest would be affected by the award of a contract or by the failure to award a contract by the School District; and

   vii. information establishing that the protest is timely filed in accordance with these procedures.

c. Bid protests must be received by the Assistant Superintendent for Business within ten (10) business days after the issuance of a contract award, except: any protest concerning the terms and conditions of the solicitation (or other matters that would be apparent to a protesting party prior to the date set in the solicitation for the receipt of bids) must be filed on or before the date set in the solicitation for the receipt of bids or proposals. An untimely protest will not be considered and will be returned to the protesting party.

d. During the resolution of a pending protest, if the facts presented so warrant, the Assistant Superintendent for Business may, at his/her discretion, suspend the procurement, until the protest is resolved.

e. If a contract has been awarded prior to the receipt of a protest, the Assistant Superintendent for Business will provide a copy of the protest to the successful bidder(s).

f. The successful bidder(s) may, but is not required to, file an answer to the protest with the School District. Any answer by the successful bidder(s) must be filed with the Assistant Superintendent for Business no later than ten (10) business days after the successful bidder(s)'s receipt of the protest.

Review of Protest and Determination

g. Upon receipt of the protest, the Assistant Superintendent for Business shall review the protest, supporting documents, and any other documents from any other

source relating to the allegations in the protest, including an answer by the successful bidder(s), if any, and issue a written determination within forty-five (45) business days after receipt of the protest, where feasible. The Assistant Superintendent for Business may take any action or make any requests he or she deems necessary in order to investigate the protest, including but not limited to convening a hearing, conducting interviews, requesting written or oral submissions from the protesting party or successful bidder(s) (if any), request the submission of material samples, and extending the time to issue a decision in order to obtain all pertinent information.

h. A copy of the written determination, stating the reason(s) upon which it is based and the right to appeal the determination to the Board of Education shall be sent by regular mail to the protesting party or its agent and to the successful bidder(s), if any.

Appeals of Protest Determinations

i. The written determination rendered by the Assistant Superintendent for Business shall be the conclusive and final determination of the protest, unless, within ten (10) business days after receipt of the written determination, the protesting party, or the successful bidder(s), where applicable, appeals the determination to the Board of Education. For purposes of such an appeal, the protesting party, and the successful bidder(s), where applicable, will be deemed to have received the determination rendered by the Assistant Superintendent of Business no later than four (4) business days after it is sent to the protesting party and successful bidder(s), if any. The appeal must be in writing and received by the Board of Education within ten (10) business days after the appealing party's receipt of the written determination rendered by the Assistant Superintendent for Business.

j. The Board of Education will consider all information relevant to the protest, and may, at its discretion, suspend, modify, or cancel the disputed procurement action prior to issuance of a formal decision on the appeal.

k. No evidence or information may be introduced or relied upon in the appeal that has not been presented to the Assistant Superintendent for Business. The Board of Education shall review the appeal and supportive documents and issue a written decision within fifteen (15) business days of receipt of the appeal, if feasible. The Board of Education may take any action or make any requests he or she deems necessary including extending the time to issue a written decision on the appeal.

l. A copy of the written decision rendered by the Superintendent of Schools on the appeal stating the reason(s) upon which it is based shall be sent by regular mail to the appealing party or its designated agent and to the successful bidder(s), if any and if not the appealing party.

m. The decision of the Board of Education shall be the School District's conclusive and final determination of the protest.

35. IRAN DIVESTMENT ACT

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, the bidder 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 2013" 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 for any awarded Contract any subcontractor that is identified on the Prohibited Entities List. Additionally, each bidder is advised that should it seek to renew or extend a Contract awarded in response to this solicitation, it must provide the same certification at the time the awarded Contract is renewed or extended.

During the term of the awarded Contract, should White Plains City School District receive information that the bidder is in violation of the above-referenced certifications, White Plains City School District will review such information and offer the bidder an opportunity to respond. If the bidder fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days afterthe determination of such violation, then White Plains City School District shall take suchaction as may be appropriate and provided for by law or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the bidder(s) awarded a Contract in default.

White Plains City School District 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 or a renewal or extension of a Contract and appears on the Prohibited Entities list after such award.

The attached Iran Divestment Act of 2012 Certification Form must be signed, notarized, and returned by each bidder with its bid.

Qualifications of Bidders

The School District may make any investigation necessary to determine the ability of the bidder to fulfill the terms of any contract(s) awarded as a result of this solicitation of bids, and the bidder shall furnish the School District with all such information for this purpose as the School District may request. If, in the opinion of the School District, the bidder is not properly qualified or responsible to perform any obligations of the Contract bid upon, the School District reserves the right to reject its bid.

The following minimum requirements must be met to qualify for a contract award:

a) Each bidder must possess and demonstrate facilities, knowledge, and capabilities to satisfy all requirements of the Bid Documents.

b) Bidders shall be knowledgeable and qualified to provide the requested product(s) and/or service(s) to the School District. Proof of said qualifications shall be furnished to the School District together with the bid.

c) Each bidder must demonstrate that it is a responsible person or entity that possesses adequate financial resources to supply the requested product(s) and/or

perform the requested service(s) as described herein and has a satisfactory record of performance and integrity.

d) Bidders must demonstrate at least (5) five years of experience. References shall be provided as set forth herein. The School District reserves the right to request additional documentation or information from the bidders as a means of determining qualifications and/or responsibility.

e) Bidders must include a reference list, for schools within a 100 miles of White Plains City School District, setting out the names of all school districts supplied with comparable product(s) and/or services, and shall further set out the name and telephone number of each business official or other school district liaison/ individual who has knowledge of the products supplied and/or the services performed by the bidder.

f) Each bidder must submit a list of the names and addresses of any person or entity owning 10% or more of the bidder. Should any person or entity listed have ownership of another company, such information shall be disclosed. If bidder is a publicly traded corporation, the latest annual report listing all officers shall be provided.

g) Bidders must be responsible, as demonstrated by:
   a. A lack of pending lawsuits or substantive outstanding judgments or liens, including Federal or State tax liens.
   b. A satisfactory credit history as evidenced by a review that may be made by the School District.
   c. Performance of other contracts.
   d. Such other information as the Board of Education, in its sole discretion, determines is relevant to determining the responsibility of the bidder.

h) Upon investigation of any references and information submitted by the bidder, the Board of Education reserves the right to reject any bid where it is found that the bidder's qualifications are not consistent with the requirements of these Bid Documents, or the information presented.

INTERPRETATION OF BIDDING DOCUMENTS

No interpretation of the meaning of the specifications or other Bid Document will be made to any bidder orally. Every request for such interpretation should be made in writing, addressed to **Toni Russo, Purchasing Agent** White Plains City School District, 5 Homeside Lane, White Plains, New York 10605, not later than five (5) business days prior to the date fixed for the opening of bids. Notice of any and all interpretations and any supplemental instructions will be issued in the form of addenda to the Bid Documents. All addenda so issued shall be posted to https://www.whiteplainspublicschools.org/Page/19996 and shall become a part of the Contract Documents of any contract awarded as a result of this solicitation for bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve any bidder from any obligations under his/her bid submitted.

CONTRACT AWARD

The School District will endeavor to make an award within forty-five (45) days of the date of the bid opening, and all bids shall remain firm during that time frame. The School District further reserves the right to make award following this period to any bidder who has not provided written notice to the School District that its bid has been withdrawn.

Award will be made on an Item to Item, Commodity Group/Section or Entire Contract basis, to the lowest responsible bidder, as will best promote the public interest, taking into consideration the reliability of the bidder, the quality of the product(s) and/or service(s) to be furnished, and the conformity with the Bid Documents (including but not limited to the Instructions to Bidders, Bidding Procedures and Requirements, Qualifications of Bidders and Specifications).

METHOD OF AWARD

The Contract if awarded will be to the lowest responsive/responsible bidder(s) in part or in whole who meet(s) all the terms of the Bid Documents (including but not limited to the Instructions to Bidders, Bidding Procedures and Requirements, Qualifications of Bidders and Specifications). The White Plains City School District guarantees no minimum or maximum purchase or service pursuant to a contract awarded as a result of this solicitation of bids. Additionally, the White Plains City School District reserves the right to purchase any product(s) or service(s) included as a part of this bid from any means legally available to it at the time of purchase.

If in its judgment the best interests of the School District will be served, the Board of Education of the School District reserves the right to reject all bids; to reject any bid in whole or in part; to accept parts of bids from more than one bidder; to waive technical defects, irregularities, and omissions relating to a specific bid; to waive what it deems to be bidding or specification informalities relating to a specific bid; to waive what it deems to be informalities relating to the bidding process; and to reject all bids and to purchase items on State or County contract as permitted by law if such items can be obtained on the same terms, conditions and specifications, at a lower price.

If two or more bidders submit identical bids as to price, the decision of the Board of Education of the White Plains City School District to award a Contract(s) to one such bidder shall be final. No cash discount may be offered or quoted by any bidder.

EQUAL EMPLOYMENT

It is the policy of the White Plains City School District to provide equal employment opportunities to all individuals in its personnel and employment practices. In accordance with Federal Law, the White Plains City School District prohibits discrimination because of race, color, sex, national origin, religion, age, or handicap in all employment practices including hiring, firing, promotion, compensation and other terms, conditions, and privileges of employment. Further, contractors with the White Plains School District shall be required to meet equal employment opportunity standards.

The bidder(s) awarded a contract must agree to the following clauses:

a. The product(s) and service(s) provided pursuant to the awarded contract shall be provided without regard to a student's actual or perceived race, creed, color, weight, gender, gender identity or expression, sex, sexual orientation, national origin, ethnic group, religion, religious practice, age, or disability.

b. In hiring of employees to provide the product(s) or the service(s) required by the awarded contract, the bidder shall not discriminate against any person who is

qualified and available to perform such services by reason of such person's race, creed, color, sex, sexual orientation, gender identity, age, disability, religion, marital status, military status domestic violence victim status, predisposing genetic characteristics or national origin. All solicitations or advancements for employees placed by or on behalf of the bidder(s) awarded a contract will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, gender identity, age, disability, religion, marital status, military status domestic violence victim status, predisposing genetic characteristics or national origin.

c. The bidder(s) awarded a contract will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to such employee's race, creed, color, sex, sexual orientation, gender identity, age, disability, religion, marital status, military status domestic violence victim status, predisposing genetic characteristics or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The bidder(s) awarded a contract will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

d. The bidder(s) awarded a contract will not discharge or in any other manner discriminate against any employee or applicant because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, provided such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the selected bidder's legal duty to furnish information.

e. The bidder(s) awarded a contract will comply with all provisions of Executive Order No. 11246 of the President of the United States of September 24, 1965, and of the rules, regulations, and relevant orders of the United States Secretary of Labor.

f. The bidder(s) awarded a contract will furnish all information and reports required by Executive Order No. 11246 of the President of the United States of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, and will permit access to his/her/its books, records, and accounts by the School District and the United States Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.,_

g. The bidder(s) awarded a contract will send to each labor union or representative of workers with which he/she/it has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers'

representative of the bidder's commitments under Section 202 of Executive Order No. 11246 of the President of the United States of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

h. The noncompliance of the bidder(s) awarded a contract with the nondiscrimination clauses of the awarded contract may cause the awarded contract to be cancelled, terminated, or suspended in whole or in part and the bidder may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of President of the United States of September. 24, 1965, and such other sanctions may be imposed, and remedies invoked as provided in Executive Order No. 11246 of President of the United States of September 24, 1965, or by rule, regulation, or order of the United States Secretary of Labor, or as otherwise provided by law.

i. The bidder(s) awarded a contract will be required to include all of these nondiscrimination clauses in any subcontract or purchase order issued with respect to the awarded contract (to the extent the subcontract is consented to by the School District) unless exempted by rules, regulations, or orders of the United States Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of President of the United States of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The bidder(s) awarded a contract will also be required to take such action with respect to any subcontract or purchase order as may be directed by the United States Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the bidder(s) awarded a contract becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the bidder(s) awarded a contract may request the United States to enter into such litigation to protect the interests of the United States.

In accordance with Section 220-e of the Labor Law of the State of New York, each bidder awarded a contract pursuant to this solicitation must comply with the following requirements:

a. In the hiring of employees for the performance of the awarded contract(s) or any subcontractor hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or sub-contractor shall by reason of race, creed, color, disability, sex, or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under the awarded contract(s) on account of race, color, creed, disability, sex or national origin.

b. There may be deducted from the amount payable to the bidder(s) awarded a Contract a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the Contract.

c. The awarded Contract(s) may be cancelled or terminated by the Board of Education and all monies due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section.

d. The aforesaid provisions of this section shall be limited to operations performed within the territorial limits of the State of New York.

MILK AND DAIRY SPECIFICATIONS

All Milk & Dairy products must meet the standards set by the NY State Department of Agriculture and must meet all requirements and specifications of the NY State Sanitary Code, the Department of Health of NYS and the County of Westchester. All milk shall be pasteurized. and shall meet the requirements in Chapter 1, Part 3 of the Sanitary Code enacted by the Public Health Council of the State of New York. Containers must bear the information "Grade A Homogenized", the name of the company bottling the milk, and the date of expiration.

MILK. FAT-FREE/SKIM:
Shall be milk from which sufficient milk fat has been removed to produce a food having, within limits of good manufacturing practice, less than 0.5% butter fat. Fat-free milk shall be pasteurized or ultra-pasteurized and will contain added Vitamin A and D.

MILK, LOW-FAT:
Shall be milk from which sufficient milk fat has been removed to produce a food having, within limits of good manufacturing practice, 1% milk fat content. Low-fat milk shall be pasteurized or ultra-pasteurized and will contain added Vitamin A and D.

MILK, 2%:
Shall be milk from which sufficient milk fat has been removed to produce a food having, within limits of good manufacturing practice, 2% milk fat content. Low-fat milk shall be pasteurized or ultra-pasteurized and will contain added Vitamin A and D.

MILK WHOLE:
Milk fat content shall be NOT LESS THAN 3.25%. Milk shall be pasteurized or ultra-pasteurized and will contain added Vitamin A and D.

FLAVORED MILK. ALL VARIETIES:
Flavored milk should contain the addition of natural flavorings but No High Fructose Corn Syrup. Must meet the most current USDA Child Nutrition Standards. Cocoa must be one of the first three listed ingredients in chocolate milk.

BUTTER MILK:
All commercially sold buttermilk is cultured. This means that a safe lactic acid-producing bacterial culture is added to freshly pasteurized skim or low-fat milk.

HALF & HALF:
Made from homogenizing a mixture of milk and cream. It must contain at least 10.5% milk fat but not more than 18%.

LACTOSE FREE MILK:

Ultra-Pasteurized, Calcium Fortified Fat Free Milk. 0.2% Milkfat, Lactose: Fully hydrolyzed. Sweet, pleasant dairy flavor. Color is uniform, creamy-white, smooth uniform, slightly thin body. Shelf Life: 70 days. Once opened consume within seven days.

NEW YORK STATE BID ITEMS -PREFERRED:

For the New York State Products, in accordance to NY 30% Initiative and Minimally processed foods, Vendors shall provide any or all of the documents listed below.

1. Vendor will provide list of farms of origin.

2. Vendor will be able to verify that all milk is free from artificial growth hormones (rBST/rBGH).

3. All flavored milks will be without high fructose corn syrup and comply with updated USDA regulations. Flavored milk offered to K-12 students in school lunch must comply with the product-based added sugars limit (beginning July 1, 2025). Flavored milk must contain no more than 10 grams of added sugars per 8 fluid ounces.

4. Vendor will supply milk that is not Ultra-Pasteurized.

5. Milk will be delivered to school within 2-4 days of processing.

6. Farm to School Compliance: Please list at least two ways Vendor can demonstrate support of Farm to School Compliance and Education Initiatives.

7. Vendor will deliver milk to school a minimum of 2x per week.

8. Vendor is NYS certified.

9. Vendor must provide Product Formulation Statement verifying 51 percent milk is grown, harvested or produced in NYS.

ALL bidders' facilities must be registered with the FDA as a food warehouse and bidder must provide proof of annual inspection. **Upon request, bidder must also provide a valid NY State Milk Dealer's License, and any additional license(s) required to operate in NY State or State in which bidder operates.**

All product formulations and specifications are within the USDA guidelines for quality and ingredients and must therefore meet or exceed standards of freshness, shelf life, appearance and compliances or be replaced at the Food Service Departments request at no additional expense.

Milk date must have a minimum of ten (10) days from the date of delivery.

Full credit is to be allowed for milk cartons which are empty, leaking, contain sour milk,congealed milk or have indications of "off" flavor or odor.

All milk and milk products may be tested by a designated labor attorney for the district at the expense of the bidder.

MILK ESCALATOR CLAUSE

1. The basis of the bid will be the Federal Price Announcement of January 22nd, 2026.

2. It is hereby established that the prices quoted in this bid are based on the Federal Milk Order No. 1 Northeast Marketing Area. Class 1 price of _____. Based on the Selected Location of _____. This Price & Location are to be consistent for the extent of the contract. If the Class 1 price is thereafter increased or decreased the amount of the change in price shall be added or subtracted from the rate of payment under this contract. In accordance with the "Class 1-Retail Price Conversion Template" provided by the USDA on Web site, www.fmmone.com.

3. Proof of the need for an increase/decrease, must be documented by the change in price from the Federal Milk Order No. 1 and using the USDA template mentioned above and the successful bidder must disclose their formula for the increase when requested. The successful bidder must give 15 days' written notice of any price changes.

4. Upon receipt of written notice from the vendor, the school district reserves the right to reject the cost increase and rebid the items in question with 30-day notice to the company.

5. Under NO circumstances will the price increase be accepted without a fifteen (15) day notice.

BID SPECIFICATIONS

1. To provide Milk & Dairy Products to the White Plains City School District for the 2026-2027 school year.

2. According to the Buy American National School Act Requirement, the School District will requirethat suppliers certify the percentage of U.S. content in products that are supplied to the School District. If the bidder is unable to make such certification, the School District will not purchase from you. By signing and submitting this bid, you certify that your company meets this requirement.

3. White Plains City School District <u>will not pay</u> any additional shipping/delivery charges, Fuel surcharges or transportation costs.

4. All bidders awarded a contract as a result of this solicitation are required to perform deliveries as specified within the Milk & Dairy category. Absolutely no deliveries are to be made during the school's lunch times.

5. Delivery: Bid must be F.0.B. delivery point, unloaded and placed within buildings or at points of delivery in the manner and quantities stipulated by the Board of Education. The bidder will bear all charges for freight, carrying and inside delivery.

   - Bidder agrees to deliver Milk Products to each school in the School District at least twice per week, on a predetermined, regularly scheduled day within the following time frame and description, without any **minimum order requirements** (deviations from this schedule will not be acceptable). Additional/alternate delivery days must be available in the event of District closures and/or as program needs dictate. See delivery schedule in Appendix "B". The Food and Nutrition Program Director must be notified, via email, magalieporretto@wpcsd.k12.ny.us before delivery of order shortages.
   - Milk upon delivery should NOT BE higher than 40 degrees F. or lower than 34 degrees F. Milk must be delivered in a closed refrigerated truck, brought inside and PLACED IN COOLER/REFRIGERATOR.
   - Milk crates must contain no more than 50 half pints per crate preferred.
   - The bidder awarded a contract must make delivery of such items during the same delivery week. Failure to do so may disqualify the bidder(s) awarded a contract from the item or the entire bid. Detailed packaging slips and delivery receipts must be signed by an authorized School District representative. The bidder awarded a contract agrees to pick up any damaged products or incorrect shipments prior to, or during, next delivery, at no cost to the School District. Credits must be issued within 72 hours of product pick up.

WHITE PLAINS CITY SCHOOL DISTRICT FOOD AND NUTRITION PROGRAM DELIVERY SCHEDULE – WITH TIMES AND LOCATIONS CAN BE FOUND IN "APPENDIX B"

On page 30

Please note that deliveries will only be accepted during the times indicated on Appendix "B". Attempted violation of delivery schedule could result in suspension of vendor's contract.

6. In the event that the deliveries cannot be made as per time schedule by the bidder awarded a contract, the School District may arrange for another entity to provide the **Milk** & **Dairy** products per the delivery schedule, and the bidder awarded a contract will be responsible for payment of any increased cost incurred by the School District.

7. Quality of Products: All items bid upon must be in strict conformity with the given specifications. If awarded bid item becomes unavailable, substitutes will be accepted only with prior authorization from the **Food and Nutrition Program Director** based on provided product specifications, allergen and crediting documentation at the price of the bid item. The bidder(s) awarded a contract agrees that the Board of Education will have full and final authority to reject, at no cost to the School District, product(s), which are deemed by its agents to be of inferior quality and/or quantity. Nutrition information must be provided upon request. If nutrition information is not received two weeks from request, the School District reserves the right to award to the next lowest bidder.

8. Packaging: Cases to be free from dust and dirt and free from water when ice is required for cooling purposes. All products must be packaged in specified quantities, (preferred milk crates not to exceed 50 half pints)

9. Quantities: Actual quantities of products purchased may be more or less than stated estimated usages in the bid specifications. The contract price shall apply to all products purchased during the term of the award. The quantities noted on the bid document are estimates.
    A. Bid only what you can supply. If unable to supply product bid upon, you may be disqualified from bidding on future contracts.
    B. Bid only one item to a line.

10. Pricing: The bidder shall insert the price per stated unit in the orange highlighted box. The total amount for all items' bid must be stated in the space provided at the end of the schedule. Sale items: The vendor shall pass on to the School District all sale prices, potential rebates, allowances, discounts, and cash discounts it makes available to the general public. The School District WILL NOT ACCEPT ANY CONDITIONAL BIDS:(I.E. MINIMUM QUANTITIES, MINIMUM DOLLAR AMOUNT ORDERS, OR MINIMUM SHIPPING TO SINGLE LOCATION).

11. Invoicing: The vendor shall provide invoices with each delivery which shall include the total units of each item, the date of delivery, unit price, extended price, and total invoice value. Invoices which are not accompanied by properly signed receipts will be considered non-deliveries and may not be paid. The vendor shall provide the monthly statements bythe fifth business day of each month to the **Food and Nutrition Program Director.** Monthly statements shall include total units of each item, unit cost for each item, and price extension for each item. White Plains Public Schools' purchase order number must be referenced on all packing slips and invoices.

12. Out of Stock-(Buy Against) After receipt of an order, the vendor agrees to notify the School District for any out-of-stock items within three (3) working days of receipt of order. The vendor may make no substitutions for out-of-stock items without the School Districts' advance approval. If the School District is forced to purchase out-of-stock items from another vendor, and no substitutions can be made, original vendor must pay the difference.

13. Proof of proper licensure and certification of the bidder as well as, if applicable, each employee who will furnish services pursuant to the contract intended to be awarded shall be provided to the School District.

14. The bidder(s) awarded a contract shall comply with all rules and regulations of the School District and all directives issued by the School District.

15. Smoking will not be permitted anywhere on School grounds.

16. The owners, employees, officers, directors, or approved subcontractors of bidder(s) awarded a contract shall not have any contact or communication with any student or teacher.

17. Photo identification badges must be worn at all times that the bidder(s) awarded a contract, its agents or employees are on-site delivering products and/or rendering

services.

18. Non-interference with Occupation of the Buildings and Premises:

    a. The bidder(s) awarded a Contract must take into consideration the fact that the sessions of the school must be continued as usual during the delivery of product(s) and/or the performance of services. The operation of the fire alarm, the interior fire alarm system, gongs, bells, facsimiles, and telephones must not be interfered with.
    b. The safety of the pupils and teachers requires that nothing shall be done in anyway to block or obstruct the streets, entrances, and exits of School District buildings and grounds. In addition, there shall be no unauthorized interference or obstruction of the use of the hallways, stairways, toilets, and rooms.

19. Under the contract intended to be awarded as a result of this solicitation, sub-contracting shall not be permitted without prior written approval of the School District.

20. The School District reserve(s) the right to furnish product(s) and/or services that are the subject of any contracts awarded as a result of this solicitation if the School District deems it to be in the best interest of the School District.

21. Delivery must be made in accordance with these specifications. The decision of the School District as to reasonable compliance with delivery terms shall be final.

22. The School District will not accept any deliveries on Saturdays, Sundays, or legal holidays, except commodities required for daily consumption or where the delivery is for an emergency.

23. To protect product(s) from damage during transit and/or storage, items shall be securely and properly packed for shipment, storage, and stocking in shipping containers according to accepted commercial practice, without extra charge to the School District for packing cases, crates, baling, sacks, or any other packaging materials.

24. The bidder(s) awarded a Contract shall be responsible for delivery of items in good condition at the point of destination. The bidder(s) awarded a Contract shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. The School District will note for the benefit of such bidder(s) when packages are not received in good conditions.

25. 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.

26. Unloading and placing the products inside the building is the responsibility of the bidder(s) awarded a Contract, and the School District accepts no responsibility for unloading of products. Any costs incurred due to the failure of the bidder(s) to comply with this requirement will be charged to it. No help for unloading will be provided by the School District, and bidder(s) awarded a contract shall notify their suppliers and truckers accordingly.

27. All deliveries shall be accompanied by delivery tickets or packing slips. Delivery tickets/packing slips shall contain the following information for the products delivered:
    - Purchase Order Number
    - Product Description
    - Quantity
    - Name of bidder(s) awarded a Contract
    - Unit price

28. Packages/cartons shall be labeled with purchase order number, name of bidder(s) awarded a Contract and general statement of contents. Failure to comply with these conditions shall be considered sufficient reason for refusal to accept the products.

29. Payments of any claim shall not preclude the School District from making a claim for adjustment on any item found not to have been in accordance with the Bid Documents, including but not limited to these Specifications.

30. The bidder(s) awarded a Contract is to comply with all Federal, State and Local regulations relating to certification and licensure, labor, such as minimum hour wage, working conditions, insurance, and safety factors.

31. The bidder(s) awarded a Contract shall comply with all of the provisions of the Immigration Reform and Control Act of 1986 and regulations promulgated pursuant thereto and shall require its subcontractors (provided the School District has consented to the use of subcontractors) to comply with same. The bidder(s) awarded a Contract shall and does hereby agree to fully indemnify, protect, defend, and hold harmless the School District, its Board of Education, officers, agents and employees from and against any penalties, fees, costs, liabilities, suits, claims, or expenses of any kind or nature, including reasonable attorney's fees, arising out of or resulting from any violation or alleged violation of the provisions of said laws in connection with the product(s) supplied or the service(s) performed pursuant to the awarded contract(s).

32. Bidders' facility must be registered with the FDA as a food warehouse and, upon request, bidder must provide proof of annual inspection.

33. Upon request, Bidder must provide a copy of a valid NY State Milk Dealer's License, and any additional license(s) required to operate in NY State or State in which bidder operates.

34. No travel time will be paid for delivery of product(s) or performance of services.

35. The bidder(s) awarded a Contract shall purchase from and maintain in a company or companies lawfully licensed to do business in the State of New York the types and amounts of insurance set forth in Appendix "A" in accordance with the requirements also set forth in Appendix "A", which insurance shall protect the School District against claims arising from or related to the operations of the bidder(s) awarded a Contract and its subcontractors approved by the School District, if any.

    The bidder(s) awarded a Contract shall pay all deductibles incurred by the School District as

a result of the negligence, recklessness, or intentional misconduct of the bidder. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption throughout the term of the awarded contract(s) and through the period of time that any coverage is required to be maintained after all product(s) and/or service(s) are provided.

The bidder(s) awarded a Contract shall require all subcontractors to the same insurance coverages and limits of liability as set forth in Appendix A and submit same to the School District for approval prior to beginning performance under the awarded contract. In the event such bidder(s) fails to obtain the required certificates of insurance from the subcontractor and a claim is made or suffered, such bidder shall indemnify, defend, and hold harmless the School District, its Board of Education, officers, agents and/or employees from any and all claims for which the required insurance would have provided coverage. This indemnity obligation is in addition to any other indemnity obligation provided in the awarded Contract.

36. Enclosed with the bid submission, the bidder must include a letter from an insurance agent, broker, or carrier stating that no less than the minimum limits of insurance required in the Bid Documents can be met by the bidder. The name of the insurance company that will provide the mandated insurance will be stated. The insurance carrier must be licensed to do business in New York State.

37. All insurance certificates shall show the name and address of the insured bidder(s) awarded a Contract, the policy number, the type of coverage, the inception and expiration dates of the required insurance policies, and it shall clearly state what, if any, coverages are excluded by endorsement or otherwise excepting such as appear in the standard printed policy itself. The School District reserves the right to make direct inquiry to the insurance carrier for an explanation of coverages, and the bidders agree to assist in obtaining any such desired information.

38. The bidder(s) awarded a Contract shall hold harmless, defend, and indemnify the School District from all claims for damages to property and bodily injury, including death, which may arise from any act(s) or omission(s) in the performance of the awarded Contract(s), including but not limited to claims brought against the School District by third parties, employees of the School District, or employees of such bidder(s). The attached Hold Harmless Form must be signed, notarized, and returned with the bid.

39. If either party to the contract(s) awarded as a result of this solicitation is compelled to cease performance of its obligations because of: (i) the passage after the term of the awarded contract(s) commences any laws or regulations; (ii) any legal or administrative proceedings or order or directive of any government or governmental agency, court, or administrative agency having competent jurisdiction, including but not limited to the President of the United States, the Governor of New York State, the New York State Department of Health, the New York State Education Department, the County Executive of Westchester County, the Westchester County Department of Health or any Federal or State agency, department or official of competent jurisdiction; (iii) epidemic or pandemic; (iv) fire; (v) explosion; (vi) war or act of terrorism; or (vii) natural disaster, including but not limited to earthquake, hurricane, tornado, or flood; (viii) act of God; or (ix) any other cause beyond the control of a party (collectively, "Force Majeure Event"), then the party so

affected will, while so affected, be relieved to the extent thus prevented from performing its obligations under the awarded contract(s). In such event, such party will take all reasonable measures to remove the disability and to resume full performance under the awarded contract(s) at the earliest possible date. If any party is prevented from performing its obligations under the awarded contract(s) in part or in full as a result of a Force Majeure Event, it will give prompt written notice to the other party, which notice will set forth the nature of such occurrence, the steps being taken and intended to be taken to remove the disability, and an estimate of the date when full performance under the awarded contract(s) will resume. In the event that bidder(s) awarded a contract is prevented from performing some or all of services required by the awarded contract(s) as a result of a Force Majeure Event, the School District shall have no obligation to pay for services not performed and/or product(s) not delivered and the bidder(s) awarded a contract shall refund any fees already paid by the School District for services that cannot or will not be performed as a result of the Force Majeure Event or the termination of the awarded contract(s) due to a Force Majeure Event.

40. All bids submitted shall include all labor, equipment, materials, and transportation necessary to supply the product(s) and/or service(s) requested by the White Plains City School District in this solicitation of bids.

41. The contract awarded as a result of this solicitation may be terminated by the School District in the event of a material breach by the bidder(s) awarded a contract, upon five (5) business days' prior written notice from the School District. In the event of such termination, the School District shall only pay for the product(s) and/or service(s) provided prior to the termination in full compliance with the awarded contract and shall deduct from such sums (and if such sums are insufficient, the bidder(s) shall pay to the School District the additional sums required to compensate the School District for) any costs and damages incurred by the School District as a result of the material breach(es) of the awarded contract by the bidder(s), including but not limited to the increased costs incurred by the School District to secure replacement product(s) and/or service(s). In the event of a termination due to a material breach, the School District may purchase from other sources to take the place of the product(s) rejected or not delivered at the expense of the bidder(s) awarded a Contract.

42. For its convenience, the School District may at any time, at will and without cause, terminate any part of the awarded Contract(s) by giving thirty (30) days' prior written notice to such bidder, specifying the portion of such bidder's work to be terminated and the effective date of termination.

    Upon receipt of a notice of termination for convenience, the bidder(s) awarded a Contract shall immediately, in accordance with instruction from the School District,

    proceed with performance of the following duties regardless of delay in determining or adjusting amounts due under this paragraph:

    a. cease operation as specified in the notice;

    b. place no further orders and enter into no further subcontracts for product(s), materials, labor, services, or facilities except as necessary to complete

continued portions of the awarded Contract(s).

c. terminate all subcontracts and orders to the extent they relate to the portion of the awarded contract that has been terminated.

d. proceed to complete the performance of the portion of the awarded Contract that has not been so terminated; and

e. take actions that may be necessary, or that the School District may direct, for the protection and preservation of the product(s) and/or service(s) supplied prior to termination of the contract in whole or in part.

In the event of such termination, the parties will adjust the accounts due and payable for product(s) and service(s) supplied prior to such termination. Upon any such termination, the parties shall endeavor in an orderly manner to wind down activities under the awarded contract(s).

APPENDIX "A"

INSURANCE

I. The selected bidder(s) will be required to purchase from and maintain in a company or companies lawfully licensed to do business in the State of New York such insurance as will protect the selected bidder and the School District from claims for which the selected bidder may be legally liable, whether such operations be by the selected bidder(s) or by anyone directly or indirectly employed by any of the selected bidder(s), or by anyone for whose acts the selected bidder(s) may be liable. The selected bidder(s) hereby agrees to effectuate the naming of the School District as an unrestricted additional insured on the selected bidder(s)'s insurance policies, with the exception of workers' compensation, N.Y. State Disability insurance. If the policy is written on a claims-made basis, the retroactive date must precede the date of the resulting contract. Required Insurance for the selected bidder shall be the following unless otherwise authorized by the Board of Education or Assistant Superintendent for Business for good cause shown:

II. The policy naming the White Plains City School District as an additional insured shall:

- be an insurance policy from an A.M. Best A- rated or better insurer that is licensed to conduct business in New York State and licensed and admitted to issue insurance in New York State. A New York licensed and admitted insurer is strongly preferred;
- state that the coverage of the bidder(s) awarded a contract shall be primary and non-contributory coverage for the School District, its Board of Education, officers, employees,and volunteers with a waiver of subrogation in favor of the District for all coverages including Workers Compensation; and
- Additional insured status for General Liability coverage shall be provided by standard or other endorsements that extend coverage to the District/BOCES for on- going operations (CG 20 38) and products and completed operations (CG 20 37). The decision to accept an endorsement rests solely with the District/BOCES. A completed copy of the endorsements must be attached to the Certificate of Insurance to include General Liability, Auto Liability and Umbrella/Excess coverages.

The certificate of insurance must describe the specific product(s) and/or service(s) provided by the bidder(s) awarded a contract that are covered by the commercial general liability policyand the umbrella/excess policy.

At the School District's request, the bidder(s) awarded a Contract shall provide a copy of the declaration page of the liability and umbrella/excess policies with a list of endorsements and forms. If so requested, the bidder(s) awarded a Contract will provide a copy of the policy endorsements and forms.

If any or all components of the awarded contract have been approved and assigned to a subcontractor, the bidder(s) awarded a Contract is responsible to the School District to have the subcontractor comply with the same insurance requirements as apply to the bidder(s) awarded a Contract within this section, providing a Certificate of Insurance and a copy of the endorsement naming the White Plains City School District as an additional insured for the scope of the product(s) and service(s) assigned prior to any performance by the subcontractor. All terms and conditions in this Appendix "A", Insurance shall apply to

any suchsubcontractor. If the bidder(s) awarded a contract fails to obtain the required certificates of insurance from the subcontractor and a claim is made or suffered, the bidder(s) awarded a contract shall indemnify, defend, and hold harmless the School District, its Board of Education, officers, employees, and volunteers from any and all claims for which the required insurance would have provided coverage. This indemnify obligation is in addition to any otherindemnity obligation provided in the Contract Documents.

III. The bidder(s) awarded a Contract agrees to indemnify the White Plains City School District for any applicable deductibles or self-insured retentions.

IV. Required Insurance:

a. **Commercial General Liability Insurance**
$2,000,000 per Occurrence/ $4,000,000 Aggregate
$2,000,000 Products and Completed Operations
$1,000,000 Personal and Advertising Injury
$100,000 Fire Damage
$10,000 Medical Expense

b. **Automobile Liability**
$1,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles.

c. **Workers' Compensation and NYS Disability Insurance**
Statutory Workers' Compensation (C-105.2 or U-26.3); and NYS Disability Insurance (DB-120.1) for all employees [per NYS WC and Disability laws]. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable. A person seeking an exemption must file a CE-200 Form with the state. The form can be completed and submitted directly to the WC Board online.

d. **Umbrella/Excess Insurance**
$5,000,000 each Occurrence and Aggregate. Umbrella/Excess coverage shall be on a follow-form basis or provide broader coverage over the required General Liability and Auto Liability coverages.

V. The bidders acknowledge that, **if** awarded a Contract, failure to obtain such insurance on behalf of the School District constitutes a material breach of contract and subjects it to liability for damages, indemnification, and all other legal remedies available to the School District. The bidder(s) awarded a Contract must provide the School District with a certificate of insurance, evidencing the above requirements have been met, prior tothe commencement of any performance pursuant to the awarded Contract or use of the School District's facilities.

VI. The failure of the School District to object to the contents of the certificate of insurance(s) or the absence of same shall not be deemed a waiver of any rights heldby the School District.

VII. The School District is a member/owner of the New York Schools Insurance Reciprocal (NYSIR). The bidder(s) awarded a Contract further acknowledges that the procurement of such insurance as required herein is intended to benefit not only the School District but also NYSIR, as the School District's insurer.

APPENDIX "B"
DELIVERY TIMES & SCHOOL LOCATIONS 2026-2027

Please note that deliveries will only be accepted during the times indicated below.
Attempted violation of delivery schedule could result in suspension of vendor's contract.

LOCATION	CONTACT PERSON	DELIVERY TIMES	PHONE/EMAIL
Church Street School (CS) 295 Church Street White Plains, Ny 10603	Lauretta Dell'orletta	8:30 – 11:00 1:00-2:30	(914) 422 - 2406
George Washington (GW) 100 Orchard Street White Plains, Ny 10604	Diana Garcia Sumang	9:00-11:10 1:10-2:30	(914) 422-2275
Mamaroneck Avenue (MAS) Nosband Avenue White Plains, Ny 10605	Ann Newkirk	7:30-11:00 1:15-2:30	(914) 422-2166
Post Road School (PR) 175 West Post Road White Plains, Ny 10606	Andrew Lasseter	7:00-10:30 1:00-2:30	(914) 422-2320 (ext. 2735)
Ridgeway School (RW) 225 Ridgeway Avenue White Plains, Ny 10605	Anthony Sinopoli	7:00 – 11:30 1:00-2:30	(914) 422-2077
Eastview Middle School (EV) 350 Main Street White Plains, Ny 10601	Ria Ieromonahos	7:00-10:45 11:45-2:00	(914) 422-2418
White Plains Middle School (HL) Highlands 128 Grandview Avenue White Plains, Ny 10605	Jane Bogart	7:00-10:25 12:45-2:30	(914) 422-2130
White Plains High School (HS) 550 North Street White Plains, Ny 10605	Claudia Donzi	6:00-10:30 12:30-2:30	(914) 422-2139 (6:00AM-2:30PM)
Rochambeau (Roch) 228 Fisher Avenue White Plains, Ny 10606	Claudia Donzi	7:00-1:00	(914) 422-2139 (914) 422-2054
Food & Nutrition Program Office White Plains High School 550 NORTH STREET WHITE PLAINS, NY 10605	MAGALIE PORRETTO Food Service Director MILAGROS VARGAS Sr. Account Clerk Office Manager	7:30-2:30	(914) 422-2371 CELL 914 357-9482 MagaliePorretto@wpcsd.k12.ny.us (914)422- 2348 /2054 MilagrosVargas@wpcsd.k12.ny.us

Summer deliveries contact the School Nutrition Program Office at (914) 422-2054 or High School Kitchen, 6am-1pm, (914) 422-2139

BIDDER'S CHECKLIST

The following checklist is provided for the convenience of the bidders and is not partof the Contract Documents. Each bidder is encouraged to ensure its complete compliance with all requirements of the Bid Documents. Compliance with the Bid Documents is the sole responsibility of the bidder.

Please make sure *your bid submission includes*
ALL of the following REQUIRED forms:

	Upon request, the bidder must provide proof of registration with the FDA as a food warehouse, a copy of their annual inspection, a copy of a valid NYS Milk Dealer's license and any other additional licenses required to operate in NYS or the state in which the bidder operates. (Milk and Dairy Specifications, page 17)
	Letter from Insurance Agent (Specification 36, page 24)
	Company Information Sheet (page 33)
	Bid Forms, including Unit Pricing Sheets & Thumb Drive (pages 34-42)
	Form of Disclosure (page 43)
	Non-Collusive Certification Form (This form MUST be notarized)(page 44)
	Hold Harmless Agreement (This form MUST be notarized) (page 46)
	Iran Divestment Act of 2012 Certification Form (This form MUST be notarized) (page 47)
	Sexual Harassment Policy & Training Certification (page 48)
	Bidder Not On Exclusion List Maintained By The Federal Government's System ForAward Management (SAM) Certification Form (This form MUST be notarized) (page 49)
	References (page 50)
	Non-Bidders Response (Only if you are not submitting a bid) (page 51)
	NY Preferred: If submitting a bid for NY State items (preferred), please include the following: ☐ Vendor will provide a list of farms of origin. ☐ Vendor will be able to verify that all milk is free from artificial growth hormones (rBST/rBGH). ☐ All flavored milks will be without high fructose corn syrup and comply with updated USDA regulations. Flavored milk offered to K-12 students in school lunch must comply with the product-based added sugars limit (beginning July 1, 2025). Flavored milk must contain no more than 10 grams of added sugars per 8 fluid ounces. ☐ Vendor will supply milk that is not Ultra-Pasteurized. ☐ Milk will be delivered to school within 2-4 days of processing. ☐ Farm to School Compliance: Please list at least two ways Vendor can demonstrate support of Farm to School Compliance and Education Initiatives. ☐ Vendor will deliver milk to school a minimum of 2x per week. ☐ Vendor is NYS certified.

BID #P2026-19 MILK 2026-2027

COMPANY INFORMATION SHEET

NAME OF COMPANY: _____
Please Print

ADDRESS: _____
Please Print

_____
Please Print

FEDERAL E.I. # _____

PHONE NUMBER: _____ FAX NUMBER: _____

NAME OF BIDDER: _____
Please Print

TITLE OF BIDDER: _____
Please Print

EMAIL ADDRESS: _____
Please Print

DATE: _____

ACCOUNTS RECEIVABLE CONTACT

NAME: _____
Please Print

PHONE NUMBER: _____ FAX NUMBER: _____

EMAIL ADDRESS: _____
Please Print

SALES/SERVICE CONTACT (if different from bidder)

NAME: _____
Please Print

PHONE NUMBER: _____ CELL PHONE:_____

EMAIL ADDRESS _____
Please Print

BID PROPOSAL FORM INSTRUCTIONS

This bid has been prepared in Excel format. Calculations will be made automatically.

Vendors must complete all areas shaded in ORANGE for each item bid.

BIDDERS MUST SUBMIT AN EXCEL COPY OF THE COMPLETED, FILLABLE BID ON A THUMB DRIVE. BIDDERS MUST ALSO PROVIDE A PRINTED COPY OF THE FILLABLE EXCEL FORM ALONG WITH COMPLETED BID PACKET

The following is a description of each category on the bid spread:

BID ITEM #: The number designated by the Food Service Department that identifies the product being bid.

ESTIMATED USAGE: Vendors should not use this number to place orders. This is an estimate of the quantity the district anticipates it will use for the bid period. These numbers are based off the 2025/2026 school year.

DESCRIPTION/SPECIFICATION: This section provides the description and specifications for the product being bid. When a specific brand is named, it is assumed that the vendor will furnish that brand unless otherwise specified. Vendors bidding an "or equal" product must submit a sample and specification documentation with the bid for all alternate brands. If a sample and documentation is not submitted, the bid may not be considered.

BID UNIT: This is the unit of measure that must be used when entering the bid price. Vendors must enter pricing for the unit specified on the bid. Failure to do so may result in loss of bid award.

SPECIAL ORDER (Where applicable): Vendors must indicate whether any item bid is a "special order," meaning the item is not routinely stocked. For known special-order items, vendors must list the required lead time. The District reserves the right to reject special order items based on operational needs (high-volume items must be stocked).

BIDDER'S BRAND (Where applicable): When bidding an "or equal" product, the bidder must specify the brand name and pack size/quantity. Digital specification sheets must be included on the thumb drive, along with physical samples for evaluation of alternate brands/items.
The bidder only needs to complete this field when supplying a brand other than the one specified. If no alternate brand is indicated, it will be assumed the bidder is offering the specified product.
If, after award, it is determined that an alternate product was bid but not disclosed, the vendor will be responsible for supplying the specified product or for any price difference charged to the District.

VENDOR CODE #: The number assigned by the vendor to identify the product. This is a required field. Failure to provide a vendor code may result in the bid being deemed incomplete.

CASE PACK SIZE: This is the number of units per case. For milk products, this is the number of units per milk crate.

BID PRICE: Vendors must enter the bid price per the specified unit of measure (pound, case, dozen, each, etc.) in the ORANGE shaded bid price field. IMPORTANT: Vendors must review the bid unit carefully before entering pricing. Bids may not be modified after opening. Submitting pricing in an incorrect unit (e.g., per case instead of per each) may result in loss of award.

EXTENSION: This field reflects the unit price multiplied by the estimated usage quantity and is automatically calculated.

WPCSD BID #P2026-19 MILK 2026-2027

Bid Item #	Estimated Usage (By Bid Unit)	Description/Specifications *Product Formulation Statement not REQUIRED for items noted with **	Bid Unit *(Pack Size)*	Vendor Item/Code #	Case Pack Size (# of Units per crate)	Bid Price *(By Unit)*	Total Bid *(Extension)*
M01	92000	MILK, CHOCOLATE, FAT-FREE (Skim), 1/2 PINT	Each 1/2 Pint				$0.00
NYM01	92000	MILK, CHOCOLATE, FAT-FREE (Skim), 1/2 PINT ***NY STATE PRODUCT***	Each 1/2 Pint				$0.00
M02	250	MILK, CHOCOLATE, 1%, 1/2 PINT	Each 1/2 Pint				$0.00
NYM02	250	MILK, CHOCOLATE, 1%, 1/2 PINT ***NY STATE PRODUCT***	Each 1/2 Pint				$0.00
M03	92000	MILK, CHOCOLATE, 2%, 1/2 PINT	Each 1/2 Pint				$0.00
NYM03	92000	MILK, CHOCOLATE, 2%, 1/2 PINT ***NY STATE PRODUCT***	Each 1/2 Pint				$0.00
M04	250	MILK, CHOCOLATE, 3.25% (Whole), 1/2 PINT	Each 1/2 Pint				$0.00
NYM04	250	MILK, CHOCOLATE, 3.25% (Whole), 1/2 PINT ***NY STATE PRODUCT***	Each 1/2 Pint				$0.00
M05	100	MILK, CHOCOLATE, 3.25% (Whole), GALLON	Each Gallon				$0.00
NYM05	100	MILK, CHOCOLATE, 3.25% (Whole), GALLON ***NY STATE PRODUCT***	Each Gallon				$0.00
M06	3500	MILK, WHITE, FAT-FREE (Skim), 1/2 PINT	Each 1/2 Pint				$0.00
NYM06	3500	MILK, WHITE, FAT-FREE (Skim), 1/2 PINT ***NY STATE PRODUCT***	Each 1/2 Pint				$0.00
M07	10	MILK, WHITE, FAT-FREE (Skim), QUART	Each Quart				$0.00
NYM07	10	MILK, WHITE, FAT-FREE (Skim), QUART ***NY STATE PRODUCT***	Each Quart				$0.00
M08	20	MILK, WHITE, FAT-FREE (Skim), GALLON	Each Gallon				$0.00
NYM08	20	MILK, WHITE, FAT-FREE (Skim), GALLON ***NY STATE PRODUCT***	Each Gallon				$0.00
M09	43000	MILK, WHITE, 1%, 1/2 PINT	Each 1/2 Pint				$0.00

Bid Item #	Estimated Usage (By Bid Unit)	**Description/Specifications** *Product Formulation Statement not REQUIRED for items noted with ***	Bid Unit *(Pack Size)*	Vendor Item/Code #	Case Pack Size (# of Units per crate)	Bid Price *(By Unit)*	Total Bid *(Extension)*
NYM09	43000	MILK, WHITE, 1%, 1/2 PINT ***NY STATE PRODUCT***	Each 1/2 Pint				$0.00
M10	100	MILK, WHITE, 1%, QUART	Each Quart				$0.00
NYM10	100	MILK, WHITE, 1%, QUART ***NY STATE PRODUCT***	Each Quart				$0.00
M11	20	MILK, WHITE, 1%, GALLON	Each Gallon				$0.00
NYM11	20	MILK, WHITE, 1%, GALLON ***NY STATE PRODUCT***	Each Gallon				$0.00
M12	43000	MILK, WHITE, 2%, 1/2 PINT	Each 1/2 Pint				$0.00
NYM12	43000	MILK, WHITE, 2%, 1/2 PINT ***NY STATE PRODUCT***	Each 1/2 Pint				$0.00
M13	10	MILK, WHITE, 2%, QUART	Each Quart				$0.00
NYM13	10	MILK, WHITE, 2%, QUART ***NY STATE PRODUCT***	Each Quart				$0.00
M14	10	MILK, WHITE, 2%, GALLON	Each Gallon				$0.00
NYM14	10	MILK, WHITE, 2%, GALLON ***NY STATE PRODUCT***	Each Gallon				$0.00
M15	1000	MILK, WHITE, 3.25% (Whole), 1/2 PINT	Each 1/2 Pint				$0.00
NYM15	1000	MILK, WHITE, 3.25% (Whole), 1/2 PINT ***NY STATE PRODUCT***	Each 1/2 Pint				$0.00
M16	50	MILK, WHITE, 3.25% (Whole), QUART	Each Quart				$0.00
NYM16	50	MILK, WHITE, 3.25% (Whole), QUART ***NY STATE PRODUCT***	Each Quart				$0.00
M17	10	MILK, WHITE, 3.25% (Whole), GALLON	Each Gallon				$0.00
NYM17	10	MILK, WHITE, 3.25% (Whole), GALLON ***NY STATE PRODUCT***	Each Gallon				$0.00
M18	200	MILK, CHOCOLATE, LACTOSE FREE, 1/2 PINT	Each 1/2 Pint				$0.00
M19	200	MILK, WHITE, LACTOSE FREE, 1/2 PINT	Each 1/2 Pint				$0.00

Bid Item #	Estimated Usage (By Bid Unit)	**Description/Specifications** *Product Formulation Statement not REQUIRED for items noted with ** *	Bid Unit *(Pack Size)*	Vendor Item/Code #	Case Pack Size (# of Units per crate)	Bid Price *(By Unit)*	Total Bid *(Extension)*
M20	1000	MILK, CHOCOLATE, SHELF STABLE, 1/2 PINT	Each 1/2 Pint				$0.00
M21	1000	MILK, WHITE, SHELF STABLE, 1/2 PINT	Each 1/2 Pint				$0.00
M22	250	HALF & HALF, ULTRA PATRUSRIZED, QUART	Each Quart				$0.00
M23	100	BUTTERMILK, QUART	Each Quart				$0.00
M24	100	HEAVY CREAM, QUART	Each Quart				$0.00
						Total Bid	**$0.00**

VERIFY # OF ITEMS BID

←MUST INDICATE

Total $ Amount of **DOMESTIC** Items Bid	Total $ Amount of **NEW YORK STATE** Items Bid
$0.00	$0.00

PRODUCT MARK-UP %
(Represents the cost-plus mark-up on the purchase of NON-BID ITEMS) *This percentage shall be applied to the cost of the vendor's manufacturer pricing. You will be required to supply manufacturers' invoices.*

←MUST INDICATE

***IMPORTANT* A COPY OF YOUR BID MUST BE PROVIDED IN EXCEL FORM ON A THUMB DRIVE ALONG WITH YOUR PRINTED BID**

SIGNATURE:

NAME:

TITLE: DATE:

SIGN & CERTIFY

Award will be made on an item to item, commodity group/section or entire contract basis to the lowest responsive/responsible bidder(s) who meet all the terms of the bid document. *The White Plains City School District guarantees no minimum or maximum purchase as a result of this solicitation of bid.*
BIDDER CERTIFIES THAT THEY HAVE READ THE BID AND ARE FAMIL/AR WITH ALL REQUIREMENTS & SPECIFICATIONS
Signature of Bidder:
Print Name of Signatory:
Title of Signatory:
Date:

WHITE PLAINS CITY SCHOOL DISTRICT
5 HOMESIDE LANE, WHITE PLAINS, NEW YORK 10605
BID #P2026-19 MILK & DAIRY PRODUCTS 26-27

FORM OF DISCLOSURE

THE UNDERSIGNED AFFIRMS THAT THE FOLLOWING CONSTITUTE ALL OFFICERS, DIRECTORS, PARTNERS, OR CONTROLLING PRINCIPALS OF THE BIDDER (add additional sheets as needed to list all):

_____ _____

_____ _____

1. Does any White Plains City School District Board Member, administrator, or employee possess any financial interest, directly or indirectly, in the bidder?_____ If yes, set forth the basis upon which a financial interest exists in the bidder:

   _____

   _____

2. Has the bidder or any of its officers, directors, partners, or controlling principals possessed any interest in transactions heretofore entered into with the White Plains City School District? ___
   If yes, please describe transaction(s):

   _____

   _____

3. Does any direct relative of a member of the School District's Board of Education, an administrator, or a staff member possess any financial interest, directly or indirectly, in the bidder (For purpose of this inquiry a direct relative is to be defined as a parent, spouse, child or sibling)? _____If yes, set forth below the White Plains City School District Board Member, administrator, or staff member whose relation possess an interest, the interest and the relationship:

   _____

   _____

THE UNDERSIGNED AFFIRMS THAT THE ABOVE STATEMENTS ARE TRUE AND UNDERSTANDS THAT ANY FALSE STATEMENT SHALL CONSTITUTE A VIOLATION OF THE PENAL CODE OR GENERAL MUNICIPAL LAW AS APPLICABLE.

Bidder: _____

Federal E.I. #: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

WHITE PLIANS CITY SCHOOL DISTRICT
BID #P2026-19 MILK & DAIRY PRODUCTS 26-27

NON-COLLUSIVE FORM
BID PROPOSAL CERTIFICATIONS
THIS FORM MUST BE SIGNED AND NOTORIZED

Bidder Name _____

Business Address _____

Telephone Number_____Date of Bid_____

I. General Bid Certification

The bidder certifies that he will furnish, at the prices quoted, the materials, equipment and/or services as proposed in this Bid.

II. Non-Collusive Bidding Certification

By submission of this bid proposal, the bidder certifies that he/she is complying with Section 103-d of the New York State General Municipal Law as follows:

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 its 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. 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 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 of subparagraph one (a).

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 certifications referred to in this form 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 corporation.

The bidder affirms the above* statement as *true under the penalties of perjury.

Signature of Bidder: _____
(Signature of bidder or authorized representative of a corporation)

Name and Title: _____

Sworn to before me this_____day of_____,

_____
(Notary Public)

WHITE PLAINS CITY SCHOOL DISTRICT
BID #P2026-19 MILK & DAIRY PRODUCTS 26-27

HOLD HARMLESS AGREEMENT
THIS FORM MUST BE SIGNED AND NOTARIZED

It is hereby agreed and understood that the bidder agrees to hold harmless and indemnify the White Plains City School District, its Board of Education, officers, agents, servants, and employees from any lawsuit, action, proceeding, liability, judgment, claim, or demand which may arise out of:

Any injury to person or property sustained by the bidder, its owners, operators, officers, directors, agents, servants, or employees, or any person, firm, or corporation employed directly or indirectly by the bidder upon or in connection with the performance of the awarded contract.

However, caused, any injury to person or property sustained by any person, firm, or corporation, caused by any act, default, error, or omission of the selected bidder, its owners, operators, officers, directors, agents, servants or employees or any person, firm, or corporation, directly or indirectly employed by the bidder upon or in connection with performance under the awarded contract.

The assumption or indemnity, liability, and loss hereunder shall survive bidder's completion of service or other performance hereunder and any termination of the awarded contract.

The bidder at its own expense and risk shall defend any such legal proceedings that may be brought against the School District, its Board of Education, officers, agents, servants, and/or employees on any claim or demand, and shall satisfy any judgment that may be rendered against the School District, its Board of Education, or any officers, agents, servants, or employees.

This indemnification, defense, and hold harmless agreement shall apply to any lawsuit, action, proceeding, liability, judgment, claim, or demand, of whatever name or nature, notwithstanding that bidder may deem the same to be frivolous or without merit. It is intended that this agreement be interpreted in the broadest manner possible so as to insulate all of the entities, parties, and individuals named above from any liability, cost, or judgment, monetary or otherwise, as the same may relate to the personnel and services provided by the bidder.

Subscribed and sworn to before me

this ___ day of ____ __,_ _____
(Person, Firm, or Corporation)

_____ _____
Notary Public (Authorized Signature)

WHITE PLAINS CITY SCHOOL DISTRICT
BID #P2026-19 MILK & DAIRY PRODUCTS 26-27

IRAN DIVESTMENT ACT OF 2012 CERTIFICATION FORM
THIS FORM MUST BE SIGNED AND NOTARIZED

In order to be considered a responsible bidder, entities must certify that they are not on the list created and maintained by the State Office of General Services cataloging significant investment in the Iranian energy sector.

Entities that cannot make this certification may only be awarded the bid if:

1. The entity's investment activities in Iran were made before April 12, 2012; the investment activities in Iran have not been expanded or renewed after that date; and the entity has adopted, publicized, and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or

2. The White Plains City School District makes a determination, in writing that the goods or services are necessary for the School District to perform its functions and that, absent such an exemption, the School District would be unable to obtain the goods or services for which the contract is offered.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the New York State Finance Law.

Subscribed and sworn to before me

this ___ day of_____,_ _____
(Person, Firm, or Corporation)

_____ _____
Notary Public (Authorized Signature)

Commission Expires_____

WHITE PLAINS CITY SCHOOL DISTRICT

BID #P2026-19 MILK & DAIRY PRODUCTS 26-27

SEXUAL HARASSMENT WRITTEN POLICY & TRAINING CERTIFICATION FORM

THIS FORM MUST BE SIGNED AND NOTARIZED

I, _____, being duly sworn, deposes and says that I am
(Name of Individual Signing this Certification)

the _____ of the _____
(Title/Position of Signer) (Name of Bidder)

and that by submission of this bid, I certify on behalf of the above-named bidder, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the above-named bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy, at a minimum, meets the requirements of Section 201-g of the New York State Labor Law.

By:_____
Signature

_____
Title

Sworn to before me this

___ day of_____,

_____
Notary Public

Commission Expires_____

WHITE PLAINS CITY SCHOOL DISTRICT
BID #P2026-19 MILK & DAIRY PRODUCTS 26-27

BIDDER NOT ON EXCLUSION LIST MAINTAINED BY THE FEDERAL GOVERNMENT'S
SYSTEM FOR AWARD MANAGEMENT (SAM) CERTIFICATION FORM
THIS FORM MUST BE SIGNED AND NOTARIZED

I, _____, being duly sworn, deposes and says that I am
(Name of Individual Signing this Certification)

the _____ of the _____
(Title/Position of Signer) (Name of Bidder)

and that by submission of this bid, I certify on behalf of the above-named bidder, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the above-named bidder is not on the Exclusion List maintained by the U.S. Government's System for Award Management (SAM).

_____
Signature

Sworn to before me this
___ day of_____, 2025

_____
Notary Public

Portion of this form below this line is FOR OFFICE USE ONLY. Bidder completes portion of the form above this line. Bidder does not complete portion below this line. The portion of this form below this line will be completed by White Plains City School District (WPCSD}.

WPSCD Employee Signature: _____

Print WPCSD Employee Name and Title: _____

Date U.S. Government's SAM's Exclusion List was reviewed: _____

Bidder Name: _____

Check the one that applies:

_____ Bidder was NOT included on the U.S. Government's SAM's Exclusion List
_____ Bidder was included on the U.S. Government's SAM's Exclusion List

WHITE PLAINS CITY SCHOOL DISTRICT
BID #P2026-19 MILK & DAIRY PRODUCTS 26-27

REFERENCES

Please provide references for three (3) school clients within 100 miles of White Plains City School District. Work performed must be similar in size andscope to this bid.

Name: _____

Address:_____

Contact:_____Telephone:_____

Name:_____

Address: _____

Contact:_____Telephone:_____

Name: _____

Address:_____

Contact:_____Telephone:_____

WHITE PLAINS CITY SCHOOL DISTRICT

NON-BIDDERS RESPONSE

BID #P2026-19 MILK & DAIRY PRODUCTS 26-27

The White Plains City School District is interested in the reasons why prospective bidders fail to submit bids. Failure to submit a bid without explanation may result in removal of your firm from our bidders' list. If you are NOT submitting a bid, please indicate the reason(s) by checking off one or more of the items below and return this form to us.

___ Unable to bid at this time but would like to receive future bid proposals

___ Items or material not ___ manufactured distributed ___ stocked ___ furnished

___ Materials or items we have to offer do not fully meet all the requirements of standards specified

___ Multiplicity of delivery points

___ Delivery quantities are too small

___ We cannot meet the time of delivery of items or materials specified

___ Insufficient time allowed for preparation and submission of bid

___ Other reasons.....

_____

You May remove our name from this bid list for:

☐ This Commodity Group

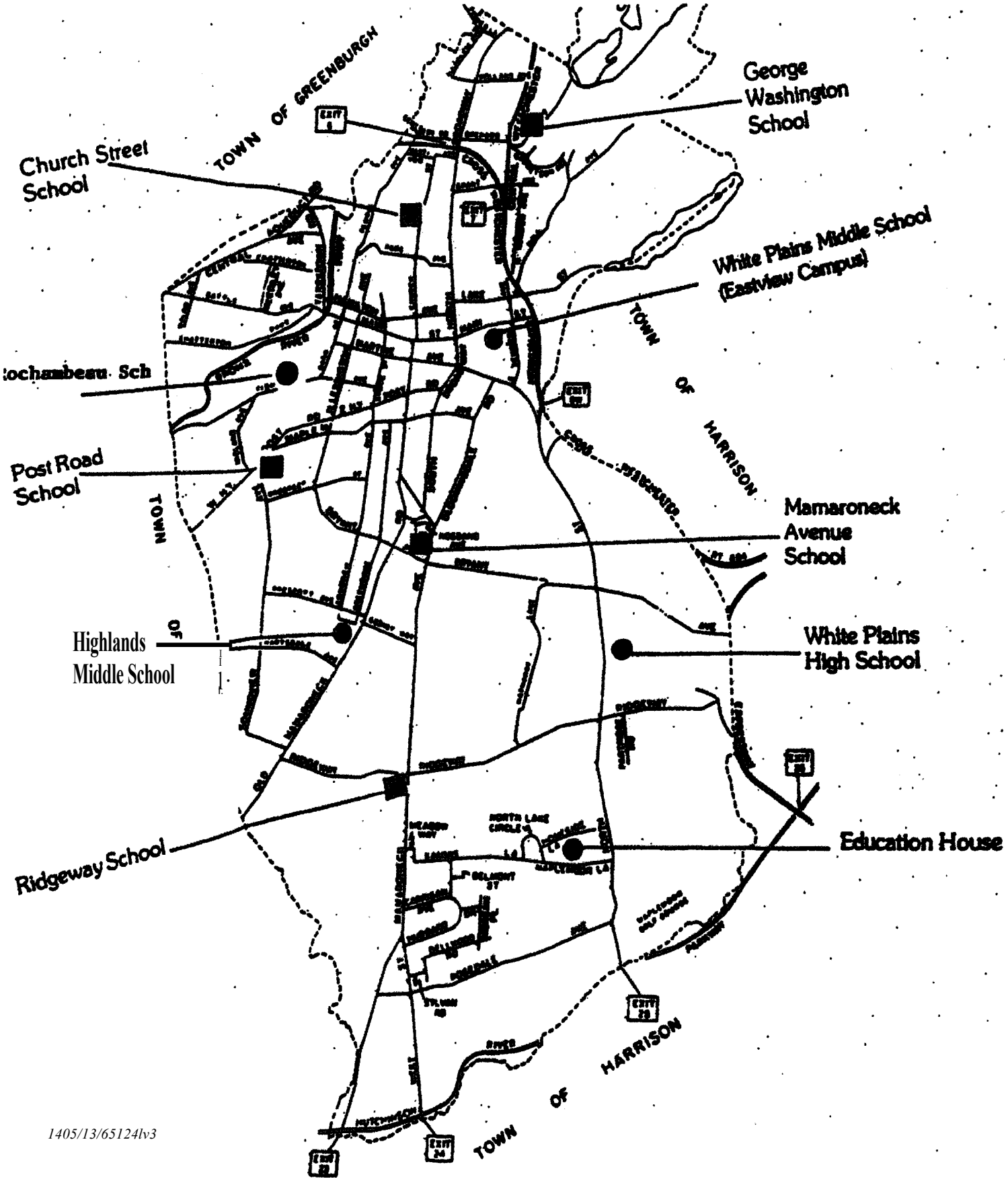
☐ This item of Material

☐ This Commodity Class

☐ All bids

_____	_____
Company	Authorized Signature
_____	_____
Address	Date
_____	_____
Name of Signer	Title of Signer

WHITE PLAINS CITY SCHOOL DISTRICT



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