



**TOWN OF RIVERHEAD**

**YVETTE AGUIAR, SUPERVISOR**

200 HOWELL AVENUE RIVERHEAD, NY 11901

PHONE: 631-727-3200

**REBID FOR: FOOD & MEAT PRODUCTS**

\_\_\_\_\_  
BIDDERS NAME

\_\_\_\_\_  
DATE

\_\_\_\_\_  
BIDDERS ADDRESS

\_\_\_\_\_  
CITY, STATE, ZIP

(\_\_\_\_\_)\_\_\_\_\_  
PHONE NUMBER

\_\_\_\_\_  
EMAIL ADDRESS

In compliance with your advertisement for bids to be opened at **11:00 am on JANUARY 7, 2021** and subject to all conditions thereof, the undersigned hereby proposes to furnish the item(s) and/or service(s) itemized in this proposal in accordance with the Notice to Bidders, General Information Agreement and Specifications contained herein on the Bid Proposal Form attached.

Bidder certifies that the prices quoted herein do not include Federal Excise Tax or any Federal, New York State or City Sales Tax and are not higher than prices charged to any governmental or commercial consumer for like merchandise and/or service; and all prices include shipping and freight charges to any Municipal building or site within the Town of Riverhead.

Respectfully submitted,

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(PRINT NAME/TITLE)

THIS PAGE MUST BE COMPLETED, SIGNED, AND RETURNED WITH BID  
VENDOR NAME MUST BE PRINTED ON EVERY PAGE OF BID SUBMISSION

**THIS WILL BE A NON-PUBLIC BID OPENING DUE TO THE COVID-19 STATE OF DISASTER  
EMERGENCY DECLARED FOR THE STATE OF NEW YORK.  
A BID TABULATION WILL BE POSTED TO THE TOWN'S WEBSITE AFTER THE BID OPENING.**

**TOWN OF RIVERHEAD  
NOTICE TO BIDDERS**

Sealed bids for **REBID FOR FOOD AND MEAT PRODUCTS** for the Town of Riverhead will be received by the Office of the Town Clerk at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York until **11:00 am on January 7, 2021**, at which time all bids received shall be opened and read aloud.

Bid Specifications and/or Plans may be obtained by visiting the Town of Riverhead website at [www.townofriverheadny.gov](http://www.townofriverheadny.gov) on or after **December 17, 2020**. Click on "Bid Requests" and follow the instructions to register.

All bids are to be submitted in a sealed envelope bearing the designation **REBID FOR FOOD AND MEAT PRODUCTS**. All bids must be submitted on the bid form provided. Any and all exceptions to the Specifications must be listed on a separate sheet of paper, bearing the designation "**EXCEPTIONS TO THE SPECIFICATIONS**" and be attached to the bid form.

**NOTE: Bid responses must be delivered to the Office of the Town Clerk at 200 Howell Avenue, Riverhead, New York, 11901, on or before January 7, 2021 at 11:00 a.m. The Town may decline to accept, deem untimely and/or reject any bid response/proposal that is not delivered to the Office of the Town Clerk.**

The Town Board reserves the right and responsibility to reject any or all bids or to waive any formality if it believes such action to be in the best interest of the Town.

**BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF RIVERHEAD  
DIANE M. WILHELM, TOWN CLERK**

**TOWN OF RIVERHEAD  
BID SPECIFICATIONS  
REBID FOR FOOD AND MEAT PRODUCTS  
(Includes meat, dairy, produce, and grocery items)**

**I: OVERVIEW**

The Town of Riverhead, through its Senior Citizen Program, offers breakfast and a hot, nutritionally balanced noon meal which is prepared and cooked on premises (breakfast Monday through Thursday and lunch Monday through Friday). In addition to the above, the Senior Citizen Program offers activities and events some of which include service of food and a Meals on Wheels Program for all qualified and eligible homebound residents of the Town of Riverhead. The Town strives to provide quality and diverse nutritious and balanced meals. The Town is seeking proposals from qualified vendors to supply the Town with USDA grade meats, dairy, produce, grocery, bakery, and beverage products, on an as needed basis.

In soliciting proposals, it is the Town's intent and goal to provide quality food and services, meet standards of nutrition set by Town and/or County, expedite deliveries and allow for pick-up for a limited number of specialty or in season/farm fresh produce, and reduce food and administrative costs. The Town seeks vendor(s) that demonstrate ability to meet these goals. In addition, as the Senior Citizen Program is committed to provide nutritional and well balanced meals and at times must provide and/or substitute foods for some residents due to sodium or concentrated sweets restrictions, with respect to packaged, canned, and bottled food and beverage items, the Town seeks the vendor to identify the brand, product code, serving or pack size and nutritional data on all food items (i.e. calorie and nutrition labels to include total fat, saturated fat, trans fat, cholesterol, sodium, total carbohydrates, fiber, sugar, and protein). Finally, the Town is also committed to food safety. It will be required that the vendor help in our efforts to maintain food safety when it comes to recalls on products, delivery requirements and any other food safety issues that may arise.

This bid is part of a competitive procurement process, which is intended to serve the best interests of the Town of Riverhead. The Town will award to the vendor(s) whose proposal is determined to be the most advantageous to the Town, taking into consideration the evaluation factors set forth within. Notwithstanding the above, due to the variety of products ranging from fresh, bottled, canned to frozen, and based upon past bids and awards for food and meat products, the Town anticipates and reserves its right to award to one or more than one bidder. In addition, the Town reserves the right to award fresh produce to one or more bidders so the Town may exercise the option to pick up fresh in-season produce, or to award to one bidder and reserve its right to purchase fresh produce from other entities/suppliers. The Town also reserves the right not to award this bid.

The Senior Citizen Program prepares and provides meals at the Senior Center, 60 Shade Tree Lane, Aquebogue, NY 11901. Deliveries are required Monday, Tuesday, Wednesday, Thursday, and Friday.

## II: GENERAL BID SPECIFICATIONS

### 1. General Instructions

Bidders shall be responsible to carefully examine the bid specifications. These specifications require the doing of all things necessary or proper for, or incidental to the furnishing and delivery of said parts/equipment and associated components. All things not expressly mentioned in these specifications, but involved in carrying out their intent are required by these bid specifications; and the vendor shall perform the same as though they were specifically mentioned, described and delineated. Read all documents contained in the bid specifications.

Bidders are responsible for submitting their bids to the appropriate location at or prior to the time indicated in the specifications. **No bids will be accepted after the designated time or date indicated in the bid specifications.** It is suggested that registered mail be used to submit bids. Delay in mail delivery is not an exception to the receipt of a bid.

A copy of the official bid documents may be obtained at the Town's website: [www.townofriverheadny.gov](http://www.townofriverheadny.gov). In addition to obtaining the official bid documents, any and all addendum pertaining to a particular bid are posted on the Town website referenced above. Log in and scroll to bid for **REBID FOR FOOD AND MEAT PRODUCTS**. It is incumbent upon all potential bidders to view all posted addenda prior to the bid close date.

Any questions or clarification to the bid specifications or technical specifications must be submitted in writing to Teresa Balducci, Purchasing Agent at 200 Howell Ave., Riverhead, NY 11901 or by email to: [balducci@townofriverheadny.gov](mailto:balducci@townofriverheadny.gov) prior to the bid opening, **unless otherwise stated\***. Such questions must be in the possession of the Purchasing Agent at least 72 hours prior to the bid opening, **unless otherwise stated\***. **Verbal questions will not be entertained.**

**Bidders must submit one original copy of their bids.** The original must be sealed and clearly marked "**REBID FOR FOOD & MEAT PRODUCTS**". All bids shall be made out on the proposal forms attached hereto and all the attached certificates must be completed and signed in compliance with the provisions of Section 103-d of the New York State General Municipal Law. All bids must be filled out in ink, or be typewritten. Bids submitted in pencil will be rejected as unresponsive. Bids which have been corrected by white out or cross out, and have not been initialed and/or dated will be rejected as unresponsive. Bid Responses may be rejected if they show any omission, irregularity, alteration of form, addition, condition, unresponsiveness, or unbalance.

Samples may be requested by the Town for the purpose of product evaluation. It is understood that samples will be provided at **no** charge to the Town and will be returned, when requested, within 30 days after the evaluation is completed, at the expense of the vendor. All samples left longer than 30 days after the evaluation period will be discarded.

The Purchasing Agent, and/or his/her designee, shall be the only one authorized to make changes or alterations to anything contained in these specifications. As stated above, any changes shall be posted as an addendum on the following website:

[www.townofriverheadny.gov](http://www.townofriverheadny.gov). The Purchasing Agent reserves the right to reject all bids, parts of all bids, or all bids for any one or more items or contractual services included in the proposed contract, when such rejection is in the best interest of the Town. The contract will be awarded to the vendor(s)/responsible bidder(s) offering the best price, availability to supply products within the requested time frames, and for specialty/in season items for pick up proximity to the Town's Senior Center. A responsible bidder is a producer, dealer, vendor who has demonstrated judgment and integrity, is of good reputation, experienced in his/her work, whose record of past performance is established as satisfactory, and whose financial status is such to provide no risk to the Town of Riverhead in its contractual relations.

No bidder may withdraw a bid within forty-five (45) days after the actual date of the bid opening. Any bidder who does not honor their bid within the forty-five (45) days may be barred from bidding in any jurisdiction in New York State.

Any bidder, contractor, or manufacturer who, in the course of his work, uses or supplies products which may be toxic or harmful, shall provide an MSDS to the Town of Riverhead Purchasing Department prior to the use of those products by the Town or the contractor.

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 that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law.

## **2. Bid Costs and Expenses**

The Town of Riverhead will not pay any costs incurred by any Bidder/Vendor associated with any aspect of responding to the request for bids, including bid preparation, printing or delivery, or negotiation process.

## **3. Bid Expiration Date**

Prices quoted in the bid shall remain fixed and binding on the Bidder for at least one year from the date of award or such other date set forth in these specifications and, upon mutual consent, an option to extend for an additional year.

## **4. Non-Conforming Bids**

Non-conforming Bids will not be considered. Non-conforming bids are defined as those that do not meet the requirements of the bid specification. The determination of whether a bid requirement is substantive or a mere formality shall reside solely within the Town of Riverhead.

## **5. Sub-Contracting**

The Bidder/Vendor selected shall be solely responsible for contractual performance and Bidder/Vendor assumes all responsibility for the quality of work (i.e. supply and delivery of food and meat products) performed under this contract.

## **6. Discrepancies and Omissions**

Bidder/Vendor is fully responsible for the completeness and accuracy of their bid, and for examining this bid and all addenda. Failure to do so will be at the sole risk of Bidder/Vendor. Should Bidder/Vendor find discrepancies, omissions, unclear or ambiguous intent or meaning, or should any questions arise concerning this request for bid, Bidder/Vendor shall notify the Town Clerk of the Town of Riverhead and/or Highway Superintendent, in writing, of such findings at least five (5) days before the bid opening. This will allow issuance of any necessary addenda. It will also help prevent the opening of a defective bid and exposure of Bidder/Vendor's bid upon which award could not be made. All unresolved issues should be addressed in the bid. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Designated Contact, in writing, no later than five (5) calendar days prior to the time set for opening of the bids. Vendor's name MUST appear on EVERY page of this bid.

## **7. Town's Right to Reject Bids**

The Town reserves the right to accept or reject any or all bids or any part of any bid, to waive defects, technicalities or any specifications (whether they be in the Town's specifications or Bidder/Vendor's response), to sit and act as sole judge of the merit and qualifications of each product offered, or to solicit new bids on the same project or on a modified project which may include portions of the originally proposed project as the Town may deem necessary in the best interest of the Town. The Town reserves the right to purchase similar goods or services included as part of this bid from any means legally available to it at any time.

## **8. Town's Right to Cancel Solicitation**

The Town reserves the right to cancel this solicitation at any time during the procurement process, for any reason or for no reason. The Town makes no commitments expressed or implied, that this process will result in a business transaction with any Bidder/Vendor.

## **9. Notification of Withdrawal of Bid**

Bidder/Vendor may modify or withdraw its bid by written request, provided that both bid and request is received by the Town prior to the bid due date. Bids may be re-submitted in accordance with the Bid Notice due date in order to be considered further. Bids become the property of the Town at the bid submission deadline. All bids received are considered firm offers at that time.

## **10. Exceptions to the Bid Specifications**

Any exceptions to the Bid Specifications or the Town's terms and conditions, must be highlighted and included in writing in the bid. Acceptance of exceptions is within the sole discretion of the evaluation of the Town.

## **11. Bid Security**

None required.

## **12. Award of Contract**

The final award of a contract is subject to approval by the Town. The Town has the sole right to select the successful Bidder/Vendor(s) for award, to reject any bid as unsatisfactory or non-responsive, to award a contract to other than the lowest priced bid, to award multiple contracts, or not to award a contract. Notice in writing to a Bidder/Vendor of the acceptance of its bid by the Town will constitute a contract, and no Bidder/Vendor will acquire any legal or equitable rights or privileges until the occurrence of such event.

## **13. Contract Terms and Conditions**

The term of the contract between the successful bidder and the Town shall be for one (1) year commencing January 1, 2021. At the end of the contract period, the contract may be extended (not to exceed 1 one (1) year extension) upon the same terms and conditions at the sole discretion of the Town of Riverhead and with the consent of the vendor. The Town also reserves the right to cancel this contract at any time without notice.

## **13. Independent Contractor**

The parties to the contract shall be independent contractors to one another, and nothing herein shall be deemed to cause this agreement to create an agency, partnership, joint venture or employment relationship between parties. Each party shall be responsible for compliance with all applicable workers compensation, unemployment, disability insurance, social security withholding and all other similar matters. Neither party shall be liable for any debts, accounts, obligations or other liability whatsoever of the other party or any other obligation of the other party to pay on the behalf of its employees or to withhold from any compensation paid to such employees any social benefits, workers compensation insurance premiums or any income or other similar taxes.

#### **14. Licenses and Permits**

In performance of the contract, the Bidder/Vendor will be required to comply with all applicable federal, state and local laws, ordinances, codes, and regulations. The cost of permits and other relevant costs required in the performance of the contract shall be borne by the successful Bidder/Vendor. The Bidder/Vendor shall be properly licensed and authorized to transact business in the State of New York.

#### **15. Notice**

Any notice to the Town of Riverhead required under the contract shall be sent to:

Teresa Balducci, Purchasing Agent  
Town of Riverhead  
200 Howell Avenue  
Riverhead, NY 11901

#### **16. Indemnification**

##### **a. General Indemnification:**

By submitting a bid, the proposing Bidder/Vendor agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the Town of Riverhead, its agents and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the Bidder/Vendor's its agents and employees' performance work or services in connection with the contract, regardless of whether such suits, actions, claims or liabilities are based upon acts or failures to act attributable, ole or part, to the Town, its employees or agents.

##### **b. Insurance**

i. Bidder/Vendor recognizes that it is operating as an independent Bidder/Vendor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the Bidder/Vendor's negligent performance under this contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the Bidder/Vendor in their negligent performance under this contract.

ii. The Bidder/Vendor shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract. The Bidder/Vendor is an independent Bidder/Vendor and is not an employee of the Town of Riverhead.



iii. During the term of this contract, the Bidder/Vendor shall, at its own expense, carry insurance minimum limits as set forth above.

### **17. Piggybacking Clause 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 specifications. The TOWN guarantees no minimum or maximum purchases or contracts as a result of award of this bid. The Town of Riverhead reserves the right to allow all municipal and not for profit organizations authorized under the General Municipal Laws of the State of New York, to purchase any goods and/or services awarded as a result of this bid in accordance with the latest amendments to NYS GML 100 through 104. However, it is understood that the extension of such contracts are at the discretion of the vendor and the vendor is only bound to any contract between the Town of Riverhead and the vendor. Additionally, the TOWN reserves the right to purchase any goods or services included as a part of this bid from any means legally available to it.

## **III. BID SPECIFICATIONS**

### **1. Scope**

Town is seeking proposals from qualified suppliers to provide some or all of the Town's requirements for meats (fresh and frozen), dairy, produce (fresh and frozen), beverages (bottled and frozen concentrate), and grocery (frozen, bottled and canned) items for the Town Senior Citizen Program.

### **2. Brand, Pack Size, Pricing (including FOB Destination) & Bid Award**

Bidders are to indicate in the space provided on the bid sheets the brand name, product code number of each product and pack size if different than specified. Once brands, product code number, and pack sizes have been established in a contract as submitted in this bid, the successful vendor is expected to maintain those brands, product code numbers, and pack sizes. Any changes must be approved by the Purchasing Agent before acceptance of substitutes or alternates.

Bidders are requested to bid on each item separately and the price listed for each item shall include all delivery charges and be fixed for the entire term of the contract. Bidder/Vendor shall list the price for products F.O.B. Destination.

As stated above and below, the Town reserves the right to award to one or more bidders and by item basis. The unit cost submitted must be as unit requested (i.e. case, pounds, portion, dozen, etc.). The Town will make conversions and computations if necessary. Unit cost bid should include any delivery charge (F.O.B. Destination). To the extent that Bidder/Vendor requires a minimum order/dollar value for F.O.B., Bidder/Vendor must include same on the bid sheet. Note: qualification of bid item with a requirement by bidder for any minimum quantity of such item other than as specified in this bid may be cause for rejection of Bidder's entire bid.

(The following is intended to provide an example of item qualification subject to rejection of bid *Cereal: Special K, Unit: Case, Price: \$\$- minimum purchase of 10 cases to secure unit price*). The Town will not pay container costs, packing, shipping or handling charges, nor shall the Town pay for any fuel surcharges. In addition, all prices offered by bidders must include on site off loading and inside delivery.

The Town will evaluate all bids based upon price and/or discount, type or quantity of available products, and best value as determined by the Town. All vendors submitting proposals concur with this method of award and will not, under any circumstances or in any manner, dispute any award made using this method.

*Note, if during the course of the contract there is a manufacturer's brand change or reformulation of the product, the Contractor/Manufacturer representative shall not automatically substitute product. Contractor shall submit product specification sheet, Product Formulation Statement, Nutrition Facts, and/or sample shall be submitted upon request for approval prior to any future shipment.*

*If the new/reformulated product is acceptable, all current terms, conditions, and prices shall remain in effect. No substitutions or reformulated product shall be delivered without prior written approval by the District. Payment will not be processed for unauthorized substitutions or reformulation.*

### **3. Product Specifications, Shelf Life, Quality and Quantities**

The approved bidder(s) must provide easy access to product information/label sheets containing product information: Serving Size; Servings per container; Number of calories per serving; Percent (%) of calories from fat; Percent (%) of calories from saturated fat;

Percent (%) of sugar by weight; Milligrams of sodium; Grams of Trans fat; Ingredient list.

To the extent that the item does not include product labeling, the Town shall have the right to request and Bidder/Vendor shall provide a Nutrient Analysis Sheet. Packages shall be so constructed as to insure safe transportation to point of delivery. Packaging should minimize breakage and maintain freshness. Cases should be clean. Soiled and damaged cases will *not* be accepted.

With the exception of specialty "in season" fresh produce, each item listed must have a minimum shelf life of one (1) month upon delivery. All items are to be coded with the date of production and/or "use by" date.

The Town intends to purchase at least one (1) unit/part under this contract if funding allows but may order less or more, if necessary. However, the Bidder/Vendor must furnish the quantity actually ordered.

#### **4. ORDER AND DELIVERY**

Bidder shall be required to provide the Town access to and use of telephone and/or online ordering system and such system shall allow placement of orders up to three days prior to the delivery date. Notwithstanding the above, at the Town's request delivery may be requested beyond the three day order date. (I.e. order placed via telephone on Monday with a request for delivery the following Monday).

The time and manner of delivery are essential factors in proper performance under the contract. All items shall be securely and properly packed and clearly marked as to contents. All shipments must be accompanied by a packing slip that bears the relevant Town purchase order number, order date, delivery date, product description for each item ordered; quantity of each item; unit price and total price for order/invoice. The Bidder shall make deliveries during hours of 8:00 am and 3:00 pm at the Senior Center unless arranged otherwise. The Town must receive all products ordered within the time estimated by the vendor on the bid return sheet. In the event the successful bidder fails to deliver the specified items in good order within the time frame allowed, the TOWN reserves the right to purchase the product elsewhere, and any excess cost to the TOWN will be absorbed by such delinquent successful bidder.

As to those items described as "fresh produce", the Town desires to have the option to schedule delivery or pick-up for fresh/"in season" produce. For pick up, the Town seeks a vendor located within 15 miles of the Senior Center located at 50 Shade Tree Lane, Aquebogue, New York and the bidder must guarantee that the products shall be available for pickup during normal business hours Monday through Friday.

Note, the Town reserves the right to add or delete locations during the life of the Contract. Note, vendor may accept credit card or "on-account" only; no cash payments shall be accepted. (See "Invoice & Payment" provisions set forth below).

The Successful Bidder is responsible for all aspects of delivery, including, unloading of items from the delivery truck and the safe and secure placement of the items in the designated area and the Town accepts no responsibility for unloading and placing the items.

In the event delivery of completed products under this contract shall be necessarily delayed because of strike, injunctions, government controls or by reason or any other cause of circumstance beyond the control of the Bidder/Vendor, the time of completion of delivery shall be extended by a number of days to be determined in each instance by mutual agreement between the Town and the Bidder/Vendor.

## 5. Invoices & Payments

- a. The vendor shall either accept a Town issued credit card or the vendor shall put the item(s) "on account" and submit an invoice for payment to the Town on a monthly basis. The vendor
- b. All invoices, vouchers, packing slips and any correspondence shall include the following: date/time; description of item; identify the Town employee picking up the item(s) or accepting delivery of the item(s). All invoices shall be submitted for payment to:

**Riverhead Town Hall, Attn: Senior Center  
200 Howell Ave.  
Riverhead, NY 11901**

**Every invoice must identify the employee picking up or accepting the item.**

## 6. Contract Period

The contract period for this bid award shall be for one (1) year commencing January 1, 2021, with the option to extend the contract for one (1) additional twelve-month period, upon the mutual agreement of both parties.

## 7. Municipal Indemnification

The successful bidder must agree to save, keep, bear harmless and fully indemnify the Town and any of its officers, agents, or representatives from all damages, costs or expenses in law or equity that may at any time arise or be set up for an infringement of the patent rights of any person or persons in consequence of the use by the Town or by any of its officers, agents or representatives of articles supplied under the contract arising from bids submitted and of which the successful bidder and manufacturer are not lawfully entitled to sell, provided the Town gives the successful bidder and manufacturer prompt notice in writing of any suit and all information necessary to defend same.

## 8. Confidential and Proprietary Information

- a. All information contained in the Bid is subject to production under the New York Freedom of Information Act. Each Bidder shall be responsible for identifying all information in its Bid that it considers confidential and proprietary and not subject to release to the general public for any reason by including with its Bid a separate list entitled "Confidential and Proprietary Information". The list shall identify all such information and shall include the location of such information in the Bid, including page numbers, as well as an explanation as to why each piece of information is considered to be confidential and proprietary. All information not included on the list, even if marked as confidential or "proprietary, shall be considered public information and is subject to release at such time identified in the Town of Riverhead Procurement Policy and as required under the Freedom of Information Act.

- b. Reasons given for considering information within a Bid Response confidential or proprietary shall be legally justifiable, which is within the sole discretion of the County. Indicating that a Bid Response in its entirety is confidential and proprietary is not legally justifiable, is not acceptable, and may be grounds for the Town rejecting the Bid Response on the grounds that the Bid Response is not responsive.
- c. Limitations to Liability: Town of Riverhead assumes no responsibility and no liability for costs incurred by Successful Bidder in responding to this bid, including requests for additional information. The Town assumes no responsibility and shall not be liable in any way for the release to the public of information that is contained in the Bid Response.
- d. Bidder agrees to promptly provide any non-confidential information or materials required by the Town to respond to such requests, to the extent required by law.

## **9. Independent Contractor**

In the performance of this Agreement, the Bidder, including its employees, agents, and subcontractors shall act solely as an independent contractor, and nothing contained in or implied by this Agreement shall be construed at any time to create any other relationship between the Town and the Bidder, including employer and employee, partnership, principal and agent, or joint venture.

## **10. Assignment**

The Contract resulting from this bid and the compensation, which may become due thereunder are not assignable except with prior written approval of the Town.

## **11. Interpretation**

The Contract resulting from this Solicitation shall be construed under the laws of the State of New York.

## **12. Indemnification**

If a Contract is awarded, the Successful Bidder shall be required to indemnify, defend, and hold the County, its employees, and agents harmless from and against any and all claims, loss, liability, cost, and expenses, including attorney fees, howsoever arising or incurred, alleging personal injury, bodily injury, including death, or property damage arising out of or attributable to the Successful Bidder's performance of the Contract awarded.

## **13. Termination Process**

- a. Termination for Convenience: Notwithstanding anything contained herein, the Town may terminate this Agreement anytime, in whole or in part, without showing cause by providing thirty (30) days written notice to the Successful Bidder. The Town shall pay all reasonable costs incurred by the Successful Bidder up to the date of termination. The Successful Bidder shall not be reimbursed for any anticipatory profits, which have not been earned to the date of termination.

- b. The Successful Bidder shall be provided 30 days' notice of any termination not for cause and shall only perform such work during the 30-day notice period that is authorized in writing by the County's Purchasing Agent.
- c. This Agreement may be terminated by the Town upon at least seven (7) days' notice to the Successful Bidder in the event that: (1) the Work is permanently abandoned by the Town; (2) continued Work is deemed by the Town, in its sole discretion, not to be in the best interests of the Town; or (3) monies are no longer available or are not appropriated to fund the Work being performed or to be performed under this Agreement.
- d. Termination for Cause: Notwithstanding anything contained herein, if the Successful Bidder fails to fulfill its obligation under this Agreement properly and on time or otherwise violates any provision of this Agreement, the Town may terminate this Agreement by written notice to the Successful Bidder. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished goods or services provided by the Successful Bidder shall, at the Town's option, become the Town's property. The Town shall pay the successful Bidder fair and equitable compensation for satisfactory performance prior to receipt of notice of termination less the amount of damages caused by the Successful Bidder's breach. If the damages are more than the compensation payable to the Successful Bidder, the Successful Bidder shall remain liable after termination, and The Town may take all steps necessary to collect damages.

**ACCEPTANCE SHEET**

**MUST BE COMPLETED, SIGNED, NOTARIZED AND RETURNED WITH BID**

THIS BID AWARD SHALL STAY IN EFFECT UNTIL ONE YEAR FROM DATE OF AWARD.

I/WE FULLY UNDERSTAND THAT THE ACCEPTANCE OF THIS BID IS SUBJECT TO THE PROVISIONS OF SECTION 103A AND 103B OF THE GENERAL MUNICIPAL LAW.

\_\_\_\_\_  
NAME OF AGENT/DEALER

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY, STATE, ZIP CODE

\_\_\_\_\_  
CONTACT PERSON

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF DEALER/AGENT

Sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

| ITEM # | DESCRIPTION                            | UNIT       | PRICE | BRAND/PRODUCT CODE | UNIT, IF DIFFERENT THAN SPECIFIED |
|--------|--|------------|-------|--------------------|-----------------------------------|
|        | <b>GROCERY</b>                         |            |       |                    |                                   |
| 1      | ALMONDS, SLICED                        | 3#         |       |                    |                                   |
| 2      | APPLE CIDER                            | 8/64 oz.   |       |                    |                                   |
| 3      | APPLES, SLICED, CANNED                 | 6/10       |       |                    |                                   |
| 4      | APPLESAUCE, NO SUGAR ADDED             | 6/10       |       |                    |                                   |
| 5      | BAY LEAF                               | 16 OZ.     |       |                    |                                   |
| 6      | BBQ SAUCE, KEN'S OR SWEET BABY RAY'S   | 4/1 GAL    |       |                    |                                   |
| 7      | BEANS, GARBANZO (CHICK PEAS)           | 6/10       |       |                    |                                   |
| 8      | BEANS, THREE BEAN SALAD                | 6/10       |       |                    |                                   |
| 9      | BEEF BASE, GOLD LABEL                  | 6/1#       |       |                    |                                   |
| 10     | BEETS, SWEET PICKLED, SLICED           | 6/10       |       |                    |                                   |
| 11     | BLACK BEANS, CANNED                    | 6/10       |       |                    |                                   |
| 12     | BLACK-EYED PEAS, CANNED                | 6/10       |       |                    |                                   |
| 13     |  | 6/5#       |       |                    |                                   |
| 14     | CABBAGE, SHREDDED (cole slaw mix)      | 4/5#       |       |                    |                                   |
| 15     | CEREAL, CREAM OF WHEAT                 | 12/28 OZ   |       |                    |                                   |
| 16     | CHICKEN BASE, GOLD LABEL               | 6/1#       |       |                    |                                   |
| 17     | CHICKEN BROTH                          | 12/46 OZ   |       |                    |                                   |
| 18     | CHIPS, COOL RANCH, IND.                | 64/1.75 OZ |       |                    |                                   |
| 19     | CHIPS, NACHO CHEESE., IND.             | 64/1.75 OZ |       |                    |                                   |
| 20     | CHOPPED GARLIC IN OIL                  | 12/2#      |       |                    |                                   |
| 21     | CINNAMON                               | 16 OZ.     |       |                    |                                   |
| 22     | CLAM BASE, GOLD LABEL                  | 6/1#       |       |                    |                                   |
| 23     | COFFEE, GROUND, DECAF, MAXWELL HOUSE   | 29.3 OZ    |       |                    |                                   |
| 24     | COFFEE, GROUND, REGULAR, MAXWELL HOUSE | 30.5 OZ    |       |                    |                                   |
| 25     | COOKIE, OREO, 4-PACK                   | 120/1.6 OZ |       |                    |                                   |
| 26     | COOKIES, CHOCOLATE CHIP                | 10#        |       |                    |                                   |
| 27     | COOKIES, LORNA DOONES , 4-PACK         | 120/ 1 OZ  |       |                    |                                   |
| 28     | COOKIES, OATMEAL                       | 10#        |       |                    |                                   |
| 29     | CORN STARCH                            | 24/1#      |       |                    |                                   |
| 30     | CORN, WHOLE KERNEL                     | 6/10       |       |                    |                                   |
| 31     | CRACKERS, OYSTERETTE TYPE              | 150 CT     |       |                    |                                   |
| 32     | CRANBERRIES, DRIED (OCEAN SPRAY)       | 10#        |       |                    |                                   |



| ITEM # | DESCRIPTION                            | UNIT      | PRICE | BRAND/PRODUCT CODE | UNIT, IF DIFFERENT THAN SPECIFIED |
|--------|--|-----------|-------|--------------------|-----------------------------------|
| 33     | CRANBERRY SAUCE, OCEAN SPRAY (JELLIED) | 6/10      |       |                    |                                   |
| 34     | CROUTONS                               | 5/2.25#   |       |                    |                                   |
| 35     | DRESSING, BALSAMIC VINEGARETTE, KEN'S  | 4/1 GAL   |       |                    |                                   |
| 36     | DRESSING, CHAMPAGNE VINEGARETTE, KEN'S | 4/1 GAL   |       |                    |                                   |
| 37     | DRESSING, ITALIAN, KEN'S ZESTY         | 4/1 GAL   |       |                    |                                   |
| 38     | DRESSING, ITALIAN, KRAFT ZESTY         | 4/1 GAL   |       |                    |                                   |
| 39     | DRESSING, RANCH, KEN'S                 | 4/1 GAL   |       |                    |                                   |
| 40     | FISH, TUNA, WHITE                      | 6/66 OZ   |       |                    |                                   |
| 41     | FLOUR, ALL PURPOSE                     | 2/25#     |       |                    |                                   |
| 42     | FLOUR WRAP, 12"                        | 72 CT     |       |                    |                                   |
| 43     | FRUIT COCKTAIL IN JUICE                | 6/10#     |       |                    |                                   |
| 44     | FRUIT SALAD, MEDLEY IN JUICE           | 6/10#     |       |                    |                                   |
| 45     | FRUIT SALAD, TROPICAL IN JUICE         | 6/10#     |       |                    |                                   |
| 46     | GARLIC, GRANULATED                     | 7#        |       |                    |                                   |
| 47     | GLAZE, BALSAMIC                        | 4/12.9 OZ |       |                    |                                   |
| 48     | GRAHAM CRACKER CRUMBS                  | 2/5#      |       |                    |                                   |
| 49     | GRAVY MASTER                           | 32OZ      |       |                    |                                   |
| 50     | JELL-O, RED                            | 12/24 OZ  |       |                    |                                   |
| 51     | JUICE, APPLE, MOTTS                    | 8/64 OZ   |       |                    |                                   |
| 52     | JUICE, CRANBERRY, OCEAN SPRAY          | 8/64 OZ   |       |                    |                                   |
| 53     | JUICE, ORANGE, HOMEMAKER               | 8/59OZ    |       |                    |                                   |
| 54     | JUICE, PINEAPPLE                       | 12/46 OZ  |       |                    |                                   |
| 55     | KETCHUP, HEINZ                         | 6/10      |       |                    |                                   |
| 56     | KETCHUP, IND. HEINZ                    | 1000 CT   |       |                    |                                   |
| 57     | KIDNEY BEANS                           | 6/10      |       |                    |                                   |
| 58     | KIDNEY BEANS                           | 6/10#     |       |                    |                                   |
| 59     | LEMON JUICE, PC                        | 200 CT    |       |                    |                                   |
| 60     | MAYONNAISE, HELLMANN'S                 | 4/1 GAL   |       |                    |                                   |
| 61     | MAYONNAISE, HELLMANS, PC               | 210 CT    |       |                    |                                   |
| 62     | MAYONNAISE, IMPERIAL                   | 4/1 GAL   |       |                    |                                   |
| 63     | MUSHROOMS, CANNED                      | 6/10      |       |                    |                                   |
| 64     | MUSTARD, GULDEN'S                      | 1 GAL     |       |                    |                                   |

| ITEM # | DESCRIPTION                         | UNIT     | PRICE | BRAND/PRODUCT CODE | UNIT, IF DIFFERENT THAN SPECIFIED |
|--------|-------------------------------------|----------|-------|--------------------|-----------------------------------|
| 65     | MUSTARD, GULDEN'S, PC               | 500 CT   |       |                    |                                   |
| 66     | OATMEAL, QUAKER OATS, OLD FASHIONED | 12/48 OZ |       |                    |                                   |
| 67     | ONION, GRANULATED                   | 7#       |       |                    |                                   |
| 68     | ORANGES, MANDARIN, WHOLE SEGMENT    | 6/10#    |       |                    |                                   |
| 69     | OREGANO                             | 16 OZ    |       |                    |                                   |
| 70     | PAM SPRAY                           | 6/17 OZ  |       |                    |                                   |
| 71     | PAPRIKA                             | 16 OZ    |       |                    |                                   |
| 72     | PARSLEY, FLAKES                     | 8 OZ     |       |                    |                                   |
| 73     | PASTA, EGG NOODLES, WIDE            | 10#      |       |                    |                                   |
| 74     | PASTA, ELBOW MACARONI               | 20#      |       |                    |                                   |
| 75     | PASTA, PENNE                        | 20#      |       |                    |                                   |
| 76     | PASTA, SPAGHETTI                    | 20#      |       |                    |                                   |
| 77     | PASTA, TRI-COLOR, SPIRAL            | 10#      |       |                    |                                   |
| 78     | PASTA, ZITI                         | 20#      |       |                    |                                   |
| 79     | PEACHES, SLICED, NATURAL, IN JUICE  | 6/10     |       |                    |                                   |
| 80     | PEAR HALVES, NATURAL, IN JUICE      | 6/10     |       |                    |                                   |
| 81     | PEARS, DICED, NATURAL, IN JUICE     | 6/10     |       |                    |                                   |
| 82     | PEPPER STRIPS, MIXED RED & GREEN    | 6/10     |       |                    |                                   |
| 83     | PEPPER, BLACK                       | 16 OZ    |       |                    |                                   |
| 84     | PEPPERS, RED, FIREROASTED           | 6/10     |       |                    |                                   |
| 85     | PINEAPPLE CHUNKS, IN JUICE          | 6/10     |       |                    |                                   |
| 86     | PINEAPPLE SLICED, IN JUICE          | 6/10     |       |                    |                                   |
| 87     | PORK & BEANS, (BAKED) BUSH'S        | 6/10     |       |                    |                                   |
| 88     | POTATO CHIPS                        | 104/1 OZ |       |                    |                                   |
| 89     | POTATOES, SWEET, CANNED             | 6/10     |       |                    |                                   |
| 90     | PRETZEL, VENDING                    | 88 CT    |       |                    |                                   |
| 91     | PUDDING, CHOCOLATE                  | 6/10     |       |                    |                                   |
| 92     | PUDDING, LEMON                      | 6/10     |       |                    |                                   |
| 93     | RED CABBAGE, SWEET & SOUR, LOHMANN  | 6/10     |       |                    |                                   |
| 94     | RELISH                              | 4/1 GAL  |       |                    |                                   |
| 95     | RICE PILAF, UNCLE BEN'S             | 6/36 OZ  |       |                    |                                   |
| 96     | RICE, WHITE, PARBOILED, UNCLE BEN'S | 25#      |       |                    |                                   |

| ITEM # | DESCRIPTION                           | UNIT      | PRICE | BRAND/PRODUCT CODE | UNIT, IF DIFFERENT THAN SPECIFIED |
|--------|---------------------------------------|-----------|-------|--------------------|-----------------------------------|
| 97     | RICE, WILD, LONG GRAIN, UNCLE BEN'S   | 6/36#     |       |                    |                                   |
| 98     | SALAD OIL 90/10                       | 6/1 GAL   |       |                    |                                   |
| 99     | SALT                                  | 24/26 OZ  |       |                    |                                   |
| 100    | SAUCE, DUCK                           | 4/1 GAL   |       |                    |                                   |
| 101    | SAUCE, SPAGHETTI, ANGELA MIA          | 6/10      |       |                    |                                   |
| 102    | SAUCE, SWEET & SOUR, KRAFT            | 2/64 OZ   |       |                    |                                   |
| 103    | SAUCE, SWEET & SOUR, MINOR'S          | 6/64 OZ   |       |                    |                                   |
| 104    | SAUCE, WORCESTERSHIRE                 | 4/1 GAL   |       |                    |                                   |
| 105    | SAUERKRAUT, OLD FASHIONED BARREL, B&G | 1 GAL     |       |                    |                                   |
| 106    | SOY SAUCE LOW SODIUM                  | 6/64 OZ   |       |                    |                                   |
| 107    | SPLENDA                               | 2000 CT   |       |                    |                                   |
| 108    | STRINGBEANS REG. CUT, CANNED          | 6/#10     |       |                    |                                   |
| 109    | STUFFING, CHICKEN FLAVOR, UNCLE BEN'S | 6/28 OZ   |       |                    |                                   |
| 110    | SUGAR, BROWN, LIGHT OR DARK           | 24/1#     |       |                    |                                   |
| 111    | SUGAR, WHITE, GRANULATED              | 50#       |       |                    |                                   |
| 112    | TEA BAGS, BLACK, LIPTON               | 10/100 CT |       |                    |                                   |
| 113    | TEA BAGS, GREEN, LIPTON               | 5/100 CT  |       |                    |                                   |
| 114    | THYME                                 | 16 OZ     |       |                    |                                   |
| 115    | TOMAOTES, WHOLE, CANNED               | 6/10      |       |                    |                                   |
| 116    | VEGETABLE OIL                         | 4/1 GAL   |       |                    |                                   |
| 117    | VINEGAR, CIDER                        | 4/1 GAL   |       |                    |                                   |
| 118    | VINEGAR, WHITE                        | 4/1 GAL   |       |                    |                                   |
| 119    | WATER, POLAND SPRING, BOTTLES         | 24/16.9OZ |       |                    |                                   |
| 120    | ZUCCHINI & TOMATOES, CANNED           | 6/10      |       |                    |                                   |
| 121    |                                       |           |       |                    |                                   |
| 122    | <b>PRODUCE</b>                        |           |       |                    |                                   |
| 123    | APPLES (MACINTOSH)                    | 120-140   |       |                    |                                   |
| 124    | BANANAS                               | 10#       |       |                    |                                   |
| 125    | CANTELOUPE                            | 3 CT      |       |                    |                                   |
| 126    | CARROTS                               | 50#       |       |                    |                                   |
| 127    | CAULIFLOWER                           | 12 CT     |       |                    |                                   |
| 128    | CELERY                                | 24 CT     |       |                    |                                   |
| 129    | CHERRY TOMATOES                       | 10#       |       |                    |                                   |

| ITEM # | DESCRIPTION                        | UNIT        | PRICE | BRAND/PRODUCT CODE | UNIT, IF DIFFERENT THAN SPECIFIED |
|--------|------------------------------------|-------------|-------|--------------------|-----------------------------------|
| 130    | CUCUMBERS                          | 10#         |       |                    |                                   |
| 131    | FRESH CAULIFLOWER                  | EACH        |       |                    |                                   |
| 132    | LETTUCE, ROMAINE HEARTS            | 24 CT       |       |                    |                                   |
| 133    | ONIONS, SPANISH                    | 50#         |       |                    |                                   |
| 134    | ORANGES                            | 1/113 CT    |       |                    |                                   |
| 135    | PEARS                              | 120 CT      |       |                    |                                   |
| 136    | PEPPERS, GREEN                     | 25#         |       |                    |                                   |
| 137    | PEPPERS, RED                       | 25#         |       |                    |                                   |
| 138    | PLUMS, BLACK                       | 28#         |       |                    |                                   |
| 139    | POTATOES, IDAHO                    | 90 CT/50#   |       |                    |                                   |
| 140    | POTATOES, RED, SIZE A              | 50#         |       |                    |                                   |
| 141    | POTATOES, RED, SIZE B              | 50#         |       |                    |                                   |
| 142    | POTATOES, SWEET, #1                | 1/40#       |       |                    |                                   |
| 143    | POTATOES, CHEF                     | 1/40#       |       |                    |                                   |
| 144    | POTATOES, YUKON GOLD               | 50#         |       |                    |                                   |
| 145    | WATERMELON                         | EACH        |       |                    |                                   |
| 146    |                                    |             |       |                    |                                   |
| 147    | <b>BAKERY</b>                      |             |       |                    |                                   |
| 148    | CROISSANTS                         | 144/2.2 OZ  |       |                    |                                   |
| 149    | HERO ROLLS, 3X7                    | 12/6 CT 72  |       |                    |                                   |
| 150    | MUFFINS, BLUEBERRY                 | 12/6 OZ     |       |                    |                                   |
| 151    | MUFFINS, CORN                      | 12/6 OZ     |       |                    |                                   |
| 152    | ROLLS, DINNER                      | 175/1.2 OZ  |       |                    |                                   |
| 153    | ROLLS, HAMBURGER                   | 120 CT      |       |                    |                                   |
| 154    | ROLLS, HOTDOG                      | 144 CT      |       |                    |                                   |
| 155    |                                    |             |       |                    |                                   |
| 156    | <b>FROZEN VEGETABLES</b>           |             |       |                    |                                   |
| 157    | ASPARAGUS SPEARS, FROZEN           | 6/2.5#      |       |                    |                                   |
| 158    | BROCOLLI FLORETS, FROZEN           | 12/2#       |       |                    |                                   |
| 159    | BRUSSELS SPROUTS, FROZEN           | 12/2.5#     |       |                    |                                   |
| 160    | CARROTS, BELGIAN CUT, FROZEN       | 12/2.5# 40# |       |                    |                                   |
| 161    | CARROTS, DICED, FROZEN             | 4/2.5# 10#  |       |                    |                                   |
| 162    | CAULIFLOWER, FROZEN, (2 LB. PKGS.) | 12/2# 24#   |       |                    |                                   |
| 163    | COLLARD GREENS, FROZEN             | 12/3#       |       |                    |                                   |
| 164    | GREEN BEANS, WHOLE, FROZEN         | 12/2.5#     |       |                    |                                   |

| ITEM # | DESCRIPTION  | UNIT        | PRICE | BRAND/PRODUCT CODE | UNIT, IF DIFFERENT THAN SPECIFIED |
|--------|--|-------------|-------|--------------------|-----------------------------------|
| 165    | KALE, FROZEN   | 12/3#       |       |                    |                                   |
| 166    | OKRA, CUT, FROZEN  | 12/2#       |       |                    |                                   |
| 167    | ONIONS,PEARL,FROZEN  | 12/2#       |       |                    |                                   |
| 168    | PEAS & CARROTS, FROZEN   | 12/2.5#     |       |                    |                                   |
| 169    | PEAS, FROZEN   | 12/2.5#     |       |                    |                                   |
| 170    | POTATO MEDLEY, LAMB WESTON, #508, FROZEN                       | 5/3#        |       |                    |                                   |
| 171    | SNAP PEAS, FROZEN  | 12/2#       |       |                    |                                   |
| 172    | SPINACH, CHOPPED, FROZEN                                       | 12/3#       |       |                    |                                   |
| 173    | SQUASH, YELLOW, SLICED, FROZEN                                 | 12/3#       |       |                    |                                   |
| 174    | SQUASH, ZUCCHINI, SLICED, FROZEN                               | 12/3#       |       |                    |                                   |
| 175    | STRING BEANS, CUT  | 12/2#       |       |                    |                                   |
| 176    | TURNIP GREENS, CHOPPED, FROZEN                                 | 12/3#       |       |                    |                                   |
| 177    | TURNIPS, DICED, FROZEN   | 12/3#       |       |                    |                                   |
| 178    | VEGETABLE, CALIFORNIA BLEND, FROZEN                            | 12/2.5#     |       |                    |                                   |
| 179    | VEGETABLE, ITALIAN BLEND, FROZEN                               | 12/2.5#     |       |                    |                                   |
| 180    | VEGETABLE, NORMANDY BLEND, FROZEN                              | 12/2.5#     |       |                    |                                   |
| 181    | VEGETABLE, SCANDINAVIAN BLEND, FROZEN                          | 12/2.5#     |       |                    |                                   |
| 182    | VEGETABLE, WINTER BLEND, FROZEN                                | 12/2.5#     |       |                    |                                   |
| 183    |  |             |       |                    |                                   |
| 184    | <b>FROZEN MEAT/SEAFOOD</b>                                     |             |       |                    |                                   |
| 185    | CHICKEN CUTLET, PLAIN, FULLY COOKED, INDIVIDUALLY QUICK FROZEN | 40/4 OZ 10# |       |                    |                                   |
| 186    | CHICKEN, BREAST FILETS, INDIVIDUALLY QUICK FROZEN              | 48 ct/5 OZ  |       |                    |                                   |
| 187    | CHICKEN, CORDON BLEU, BARBER FOODS, FROZEN                     |             |       |                    |                                   |
| 188    | CHICKEN, LEG & THIGH, INDIVIDUALLY QUICK FROZEN                | 48/7.33OZ   |       |                    |                                   |
| 189    | HAMBURGERS, 4 OZ PATTY, FROZEN                                 | 10#         |       |                    |                                   |
| 190    | RAW TIGER SHRIMP, 21-25 COUNT, CLEANED AND DEVEINED            | 5/2#        |       |                    |                                   |

| ITEM # | DESCRIPTION  | UNIT                | PRICE | BRAND/PRODUCT CODE | UNIT, IF DIFFERENT THAN SPECIFIED |
|--------|--|---------------------|-------|--------------------|-----------------------------------|
| 191    | SALMON PIECES, INDIVIDUALLY QUICK FROZEN             | 10#/4 OZ            |       |                    |                                   |
| 192    | SEA LEGS SUPREME                                     | 12/2.5#             |       |                    |                                   |
| 193    | SALISBURY STEAK, INDIVIDUALLY QUICK FROZEN           | 60/4 OZ             |       |                    |                                   |
| 194    | SALISBURY STEAK IN GRAVY, FROZEN, 12 CT TRAY         | 4/69OZ              |       |                    |                                   |
| 195    |  |                     |       |                    |                                   |
| 196    | <b>FROZEN DESSERTS</b>                               |                     |       |                    |                                   |
| 197    | CAKE, BROWNIE, SHEET, FROZEN                         | 2 TRAYS             |       |                    |                                   |
| 198    | CAKE, CARROT, SHEET, FROZEN                          | 4/96 OZ             |       |                    |                                   |
| 199    | CAKE, CHEESE, DAVID'S COOKIES NEW YORK STYLE, FROZEN | 2/10"               |       |                    |                                   |
| 200    | CAKE, CRUMB, SHEET, FROZEN                           | EACH                |       |                    |                                   |
| 201    | CAKE, POUND, LOAF, FROZEN                            | 12/16 OZ 192 OZ     |       |                    |                                   |
| 202    | DANISH, ASSTD. FROZEN, WRAPPED                       | 24 CT               |       |                    |                                   |
| 203    | ICE CREAM CUP, CHOCOLATE                             | 96/4 OZ             |       |                    |                                   |
| 204    | ICE CREAM CUP, VANILLA                               | 96/4 OZ             |       |                    |                                   |
| 205    | LIMONCELLO, PRESLICED, 14 SLICES, FROZEN             | 4/BOX               |       |                    |                                   |
| 206    | PIE, COCONUT CUSTARD, SARA LEE                       | 6/10"               |       |                    |                                   |
| 207    | PIE, PEACH, MRS SMITH'S                              | 6/10"               |       |                    |                                   |
| 208    | PIE, PUMPKIN, MRS SMITH'S                            | 6/10"               |       |                    |                                   |
| 209    | PIES, APPLE, MRS. SMITH'S                            | 6/10"               |       |                    |                                   |
| 210    | SORBET, RASBERRY                                     | 3 GAL               |       |                    |                                   |
| 211    | TIRAMISU, PRESLICED, 14 SLICES, FROZEN               | 4/BOX               |       |                    |                                   |
| 212    |  |                     |       |                    |                                   |
| 213    | <b>FROZEN PREPARED FOODS</b>                         |                     |       |                    |                                   |
| 214    | COD, BATTERED WITH CORONA, FROZEN                    | 40/4 OZ 10#         |       |                    |                                   |
| 215    | COD, POTATO CRUSTED, FROZEN                          | 29/5.5 OZ<br>159 OZ |       |                    |                                   |
| 216    | EGGPLANT ROLETTE, FROZEN                             | 48/3.5 OZ           |       |                    |                                   |

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|--------|--|----------------|-------|--------------------|-----------------------------------|
| 217    | FISH, SOLE, SCALLOP & CRAB STUFFED,FROZEN        | 32 CT/5 OZ     |       |                    |                                   |
| 218    | KRABBY CAKES, MRS FRIDAY'S, FROZEN               | 10#/3 OZ       |       |                    |                                   |
| 219    | LASAGNA ROLL UPS, FROZEN                         | 6/3.5 OZ       |       |                    |                                   |
| 220    | MEATBALLS, PLAIN, FROZEN                         | 10#/2 OZ       |       |                    |                                   |
| 221    | MEATBALLS, SWEDISH, FROZEN                       | 10#/2 OZ       |       |                    |                                   |
| 222    | PIERCE SUPER-CHIK'N, 8 PC CUT, BULK PACK, FROZEN | 1/10#          |       |                    |                                   |
| 223    | POT ROAST W/GRAVY COOKED                         | 3/6#           |       |                    |                                   |
| 224    | POTATO PANCAKE, FROZEN                           | 432/.67 OZ     |       |                    |                                   |
| 225    | SAUSAGE LINKS, COOKED                            | 160/1 OZ       |       |                    |                                   |
| 226    | SHELLS, STUFFED, MEDIUM                          | 120/2 OZ       |       |                    |                                   |
| 227    | STUFFED CABBAGE, FROZEN                          | 48 CT          |       |                    |                                   |
| 228    | STUFFED PEPPERS, FROZEN, CAMPBELLS               | 48 CT          |       |                    |                                   |
| 229    | TATER TOTS, FROZEN                               | 10#            |       |                    |                                   |
| 230    |  |                |       |                    |                                   |
| 231    | <b>FROZEN OTHER</b>                              |                |       |                    |                                   |
| 232    | EGG PRODUCT, FROZEN                              | 6/5#           |       |                    |                                   |
| 233    | JUICE, ORANGE, SUNCUP, FROZEN                    | 72/4 OZ        |       |                    |                                   |
| 234    | JUICE, APPLE, SUNCUP, FROZEN                     | 72/4 OZ        |       |                    |                                   |
| 235    | JUICE, PINEAPPLE-ORANGE, SUNCUP, FROZEN          | 72/4OZ         |       |                    |                                   |
| 236    |  |                |       |                    |                                   |
| 237    | <b>DAIRY</b>                                     |                |       |                    |                                   |
| 238    | BUTTER BLOCK                                     | 36/1#          |       |                    |                                   |
| 239    | BUTTER PATTIES (individual)                      | 4/4.25#<br>17# |       |                    |                                   |
| 240    | CANNOLI CREAM BAGS W/CHOCOLATE CHIPS             | 4/1.5# 6#      |       |                    |                                   |
| 241    | CHEESE, AMERICAN, LOAF, DELUXE WHITE             | 4/5#           |       |                    |                                   |
| 242    | CHEESE, AMERICAN, SLICED, DELUXE WHITE           | 4/5#           |       |                    |                                   |
| 243    | CHEESE, COTTAGE                                  | 4/5#           |       |                    |                                   |
| 244    | CHEESE, MOZZARELLA, BLOCK                        | 5#             |       |                    |                                   |

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|--------|--|-----------|-------|--------------------|-----------------------------------|
| 245    | CHEESE, PARMESAN, PC                             | 200/.5 EA |       |                    |                                   |
| 246    | CHEESE, SWISS (4" x 4" LOAF), FINLANDIA          | 7#        |       |                    |                                   |
| 247    | CHEESE, CHEDDAR, SHREDDED                        | 5#        |       |                    |                                   |
| 248    | CREAM CHEESE, PC                                 | 100/1 OZ  |       |                    |                                   |
| 249    | EGGS, FRESH                                      | 15 DZ     |       |                    |                                   |
| 250    | JUICE, ORANGE, HOMEMAKER                         | 8/59OZ    |       |                    |                                   |
| 251    | SOUR CREAM                                       | 10#       |       |                    |                                   |
| 252    | WHIPPED CREAM, REAL, EVER-FRESH, AEROSOLE CAN    | 12/15 OZ  |       |                    |                                   |
| 253    | WHIPPED TOPPING, EVERY READY, PIPING BAGS        | 12/32 OZ  |       |                    |                                   |
| 254    | YOGURT, ALL LOW FAT, FLAVORS                     | 48/4 OZ   |       |                    |                                   |
| 255    |  |           |       |                    |                                   |
| 256    | <b>MEAT, FRESH</b>                               |           |       |                    |                                   |
| 257    | BEEF, BOTTOM ROUND, RAW                          | 4/6-8#    |       |                    |                                   |
| 258    | BEEF, CHOPPED 80/20, FRESH, RAW                  | 2.90#     |       |                    |                                   |
| 259    | BEEF, TOP ROUND, TRIMMED & TIED, RAW             | 15#       |       |                    |                                   |
| 260    | BONELESS PRIME RIB, OVEN READY, CHOICE           | 88# AVG   |       |                    |                                   |
| 261    | CHICKEN BREAST, RAW                              | 40#       |       |                    |                                   |
| 262    | CORNED BEEF, LEAN, MOSEY'S                       | 2/7#      |       |                    |                                   |
| 263    | HAM, DELI, DELUXE, LOW SODIUM                    | 26# AVG   |       |                    |                                   |
| 264    | HOT DOGS, ALL BEEF, SABRETT                      | 5#        |       |                    |                                   |
| 265    | PORK BABYBACK RIBS, RAW                          | 18/2.5#   |       |                    |                                   |
| 266    | PORK LOIN, RAW, CENTER CUT                       | 2/6-9#    |       |                    |                                   |
| 267    | ROAST BEEF, DELI, COOKED, TOP ROUND, DELUXE      | 2/6-8#    |       |                    |                                   |
| 268    | SAUSAGE, ITALIAN, SWEET, FRESH                   | 10#       |       |                    |                                   |
| 269    | SAUSAGE, POLISH, KIELBASA                        | 10#       |       |                    |                                   |
| 270    | SAUSAGE, SWEET, TURKEY                           | 160/1 OZ  |       |                    |                                   |
| 271    | STEW BEEF, FRESH, RAW                            | 10#       |       |                    |                                   |
| 272    | TURKEY BREAST, COOKED, LOW SODIUM, DELUXE KOHLER | 2/9#      |       |                    |                                   |



| ITEM # | DESCRIPTION                            | UNIT  | PRICE | BRAND/PRODUCT CODE | UNIT, IF DIFFERENT THAN SPECIFIED |
|--------|--|-------|-------|--------------------|-----------------------------------|
| 273    | TURKEY BREAST, RAW, OVEN READY, PERDUE | 2/10# |       |                    |                                   |

**IRAN DIVESTMENT ACT CERTIFICATION**

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

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

Additionally, Bidder/Contractor is advised that once the list is posted on the OGS website, any Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to the solicitation, must certify at the time the Contract is renewed, extended or assigned that it is not included on the prohibited entities list.

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

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

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

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

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

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

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

**SEXUAL HARASSMENT**

"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 the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-G of the Labor Law."

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
PRINT NAME/TITLE/DATE

**NON-COLLUSIVE CERTIFICATE**

**MUST BE COMPLETED, SIGNED, NOTARIZED AND RETURNED WITH BID**

UNDER PENALTIES OF PERJURY:

I, \_\_\_\_\_ (bidder), being duly sworn, deposes and says:

- A) This bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor or potential competitor;
- B) This bid or proposal has not knowingly been disclosed, prior to the opening of bids or proposals for this project, to any other bidder, competitor, or potential competitor;
- C) No attempt has been made or will be made to induce any other person, partnership, or corporation to submit or not to submit a bid or proposal;
- D) The person signing this bid or proposal certifies that he has been fully informed regarding the accuracy of the statements contained in this certification, and under penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as the person signing on its behalf; and
- E) That the attached hereto (if a corporate bidder) is a certified copy of a resolution authorizing the execution of this certificate by the signatory of this bid or proposal on behalf of the corporate bidder.

Corporation: \_\_\_\_\_  
(PRINT CORPORATION NAME)

By: \_\_\_\_\_  
(SIGNATURE) :

\_\_\_\_\_  
(PRINT NAME/TITLE)

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

Sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
Notary Public

Please complete and affix to your sealed bid envelope.



**BIDS MUST BE DELIVERED TO THE TOWN CLERK**

**BIDDER:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

\_\_\_\_\_

**BID NAME: REBID FOR FOOD AND MEAT PRODUCTS**

**BID OPENING DATE: JANUARY 7, 2021**

**TIME: 11:00AM**

**BIDS MUST BE DELIVERED TO:**

**TOWN OF RIVERHEAD  
TOWN CLERKS OFFICE  
200 HOWELL AVENUE  
RIVERHEAD, NY 11901**

**PRIOR TO 11AM ON JANUARY 7, 2021**

**LATE BIDS WILL NOT BE ACCEPTED FOR ANY REASON**