



**TOWN OF RIVERHEAD**

**LAURA JENS-SMITH, SUPERVISOR**

200 HOWELL AVENUE RIVERHEAD, NY 11901

PHONE: 631-727-3200

**BID FOR: FOOD & MEAT PRODUCTS**

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

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

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

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

DATE

PHONE NUMBER

EMAIL ADDRESS:

In compliance with your advertisement for bids to be opened at **2:30 pm on July 20, 2018** 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.

**(THIS PAGE MUST BE COMPLETED, SIGNED, AND RETURNED WITH BID)**

Respectfully submitted,

\_\_\_\_\_  
SIGNED BY:

\_\_\_\_\_  
TITLE:

**BIDDERS ARE INVITED TO ATTEND BID OPENING**

**TOWN OF RIVERHEAD  
NOTICE TO BIDDERS**

Sealed bids for the purchase of **FOOD & MEAT PRODUCTS** for the use in the Town of Riverhead, Riverhead, New York will be received at the Office of the Town Clerk, Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York until **11:00 a.m. on JULY 23, 2018** at which time they will be publicly opened and read aloud.

Specifications and guidelines for submission of bids are available on the Town's website at [www.townofriverheadny.gov](http://www.townofriverheadny.gov), click on "Bid Requests" beginning **June 28, 2018**.

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 attached to the bid form.

All bids must be submitted to the Office of the Town Clerk at the address stated above in a sealed envelope clearly marked "**FOOD & MEAT PRODUCTS**". Bids must be received by the Office of the Town Clerk by no later than **11:00 a.m. on July 23, 2018**.

Please take notice that the Town Board reserves the right to reject in whole or in part any or all bids, waive any informality in the bids, and accept the bid which is deemed most favorable in the interest of the Town of Riverhead. The Town Board will use its discretion to make judgmental determination as to its best estimate of the lowest bidder. Note: Bid responses must be delivered to the Office of the Town Clerk at the address above. 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.

BY ORDER OF THE RIVERHEAD TOWN BOARD  
DIANE M. WILHELM, TOWN CLERK  
RIVERHEAD, NY 11901

**TOWN OF RIVERHEAD  
BID SPECIFICATIONS  
FOOD & 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 request for proposal 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 in the request for proposal. 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 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 or RFP are posted on the Town website referenced above-log and scroll to bid for Rebid of Ford Automotive Replacement Parts. 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 the Purchasing Agent at 200 Howell Ave., Riverhead, NY 11901 or by email to: [tague@townofriverheadny.gov](mailto:tague@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 "**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.

Bidders who are required to adhere to the prevailing wage schedule shall obtain and maintain a current schedule from the New York State Department of Labor for the entire term of the contract. The Town may audit adherence to this schedule at any time during or after the contract period.

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 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.

## **Bid Security**

None required.

## 11. 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.

## 12. Contract Terms and Conditions

The term of the contract between the successful bidder and the Town shall be for one (1) year commencing August 15, 2018. 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:

Mary Ann Tague, 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. Excluded from the bid are milk products, spices (except salt, pepper) coffee, specialty desserts/syrups, and other limited specialty items.

#### 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 Director before acceptance of substitutes or alternates.

Bidders are requested to bid on each item separately and the price listed for each item shall be fixed for the entire term of the contract. Bidder/Vendor shall list the price for products F.O.B. Senior Center, Shade Tree Lane, Aquebogue, New York.

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 shall not accept cash payment for any item.
- 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:

**Town Hall**  
**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 August 15, 2018 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.

(MUST BE COMPLETED. SIGNED. NOTARIZED AND RETURNED WITH BID)

UNDER PENALTIES OF PERJURY:

\_\_\_\_\_ (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) (TITLE)

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

Sworn to before me this

day of \_\_\_\_\_, 2018

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

	DESCRIPTION	UNIT	PRICE	ORDER #	EXTENDED PRICE
1	ALFREDO SAUCE				
2	APPLE CIDER				
3	APPLES, FRESH(MAC)				
4	APPLES, SLICED, CANNED				
5	APRICOT HALVES				
6	ASPARAGUS SPEARS, FROZEN				
7	ASST. HORS DOUVRES				
8	BBQ SAUCE, CANNONBALL ONLY				
9	BAY LEAF				
10	BASIL				
11	BEANS, FRENCH CUT, FROZEN				
12	BEANS, GARBANZO				
13	BEANS, ITALIAN, FROZEN				
14	BEANS, LIMA, FROZEN				
15	BEANS, STRING, REG. CUT, FROZEN				
16	BEANS, THREE BEAN SALAD				
17	BEANS, WAXED, FROZEN				
18	BEANS, WAXED				
19	BEEF, CHOPPED 80/20				
20	BEETS, SLICED				
21	BISCUITS, OVEN READY				
22	BOLOGNA, DELI				
23	BOW TIE NOODLES				

	DESCRIPTION	UNIT	PRICE	ORDER #	EXTENDED PRICE
25	BREADCRUMBS				
26	BREADSTICKS, FRENCH				
27	BROCOLLI FLORETS				
28	BRUSSEL SPROUTS, FRESH				
29	BRUSSELS SPROUTS, FROZEN				
30	BUTTER BLOCK				
31	BUTTER PATTIES (individual)				
32	CABBAGE, RED				
33	CABBAGE, SHREDDED (cole slaw mix)				
34	CAKE, BROWNIE, SHEET, FROZEN				
35	CAKE, CARROT, SHEET, FROZEN				
36	CAKE, CHEESE				
37	CAKE, CRUMB, SHEET, FROZEN				
38	CAKE, POUND				
39	CAKE, POUND INDIVIDUAL				
40	CAKE, RASPBERRY, SHEET, FROZEN				
41	CANNOLI CREAM BAGS W/CHIPS				
42	CANNOLI SHELLS, SMALL				
43	CANTELOUPE, FRESH				
44	CARROTS, FRESH				
45	CARROTS, BELGIAN				
46	CARROTS, DICED, FROZEN (2.5 LB. PKG.)				
47	CAULIFLOWER, FRESH				
48	CAULIFLOWER, FROZEN, (2 LB. PKGS.)				

	DESCRIPTION	UNIT	PRICE	ORDER #	EXENDED PRICE
49	CELERY, FRESH				
50	CEREAL, CORN FLAKES (individual)				
51	CEREAL, CREAM OF WHEAT				
52	CEREAL, RAISIN BRAN (individual Kellogg's bowl)				
53	CEREAL, SPECIAL K				
54	CEREAL, TOASTED OATS (individual)				
55	CHEESE, AMERICAN LOAF , SLICED, DELUXE WHITE				
56	CHEESE,CHEDDAR, SHREDDED				
57	CHEESE, COTTAGE				
58	CHEESE, MOZZARELLA. SHREDDED				
59	CHEESE, PARMESAN, IMPORTED				
60	CHEESE, PARMESAN, PC				
61	CHEESE, PROVOLONE, DELI				
62	CHEESE, RICOTTA				
63	CHEESE, SWISS (4" x 4"), FINLANDIA (OR EQUAL)				
64	CHERRIES, NO PITS, NO STEMS				
65	CHERRY PIE FILLING				
66	CHICKEN BROTH				
67	CHICKEN, CORDON BLEU				
68	CHICKEN CUTLET #0944				
69	CHICKEN CUTLETS, ITALIAN				
70	CHICKEN, DICED				
72	CHICKEN NUGGETS				
73	CHICKEN TENDERS, BRANDYWINE				

	DESCRIPTION	UNIT	PRICE	ORDER #	EXENDED PRICE
74	CHICKEN, LEG & THIGH, IQF				
75	CHICKEN BREAST, RAW				
76	CHOCOLATE TOPPING				
77	CINNAMON				
78	CHIPS, COOL RANCH, IND.				
79	CHIPS, NACHO CHEESE., IND.				
80	COFFEE, SANKA, (IND)(5 PKGS./100)				
81	COLLARD GREENS, FROZEN				
82	COOKIES, CHOCOLATE CHIP				
83	COOKIES, LORNE DOONES				
84	COOKIES, OATMEAL				
85	COOKIES, SUGAR 10# BULK				
86	COOKIES, SUGAR FREE VARIETY				
87	COOKIE, OREO, 4-PACK				
88	CORN ON THE COB, FRESH				
89	CORN, COBETTES				
90	CORN, WHOLE KERNEL				
91	CORN STARCH				
92	CORNED BEEF				
93	CRAB MEAT-SEALEGS SUPREME OR EQUAL				
94	CRAB CAKES-MRS. FRIDAY'S OR EQUAL				
95	CRACKERS, OYSTERETTE TYPE				
96	CRACKERS, PREMIUM, UNSALTED				

	DESCRIPTION	UNIT	PRICE	ORDER #	EXTENDED PRICE
97	CRANBERRY SAUCE, OCEAN SPRAY (JELLIED)				
98	CREAM CHEESE, PC				
99	CREAM CHEESE , SOFT				
100	CREAM, HEAVY				
101	CREAM PUFFS, CHOCOLATE, ICED				
102	CROISSANTS				
103	CROUTONS				
104	DANISH, ASSTD. FROZEN, WRAPPED				
105	DRESSING, COLESLAW (GAL. JARS)				
106	DRESSING, FRENCH, PC				
107	DRESSING, ITALIAN (4 GAL. JARS)				
108	DRESSING, ITALIAN, CREAMY, PC				
109	DRESSING, RANCH, F/F, PC				
110	DRESSING, THOUSAND ISLAND				
111	ECLAIRS, MINI CHOC ICED FROZEN				
112	EGGPLANT ROLETTE				
113	EGG PRODUCT, FROZEN				
114	EGG ROLL, CHICKEN				
115	EGGS, FRESH, DOZEN				
116	FILLING, BLUEBERRY				
117	FISH BREWERS CHOICE				
118	FISH,HEALTHY CHOICE				
119	FISH CAKES				

	DESCRIPTION	UNIT	PRICE	ORDER #	EXTENDED PRICE
120	FISH, FILET				
121	FISH, FLOUNDER				
122	POLLACK, POTATO CRUST				
123	FISH, TILAPIA				
124	FISH IN A MINUTE-BATTER DIPPED POLLACK				
125	FISH, OCEAN PERCH BATTERED				
126	FISH SOLE SCALLOP & CRAB STUFFED				
127	FISH, TUNA, LARGE CAN, WHITE				
128	FLOUR				
129	FRENCH FRIES, OVEN READY				
130	FRUIT COCKTAIL				
131	FRUIT BOWL, ASST.				
132	FRUIT SALAD MEDLEY				
133	FRUIT SALAD, TROPICAL				
134	GARLIC POWDER				
135	GRAHAM CRACKERS				
136	GRAHAM CRACKER CRUMBS				
137	GRAVY MASTER				
138	CLAM BASE, GOLD LABEL OR EQUAL				
139	CHICKEN BASE, GOLD LABEL OR EQUAL				
140	BEEF BASE, GOLD LABEL OR EQUAL				
141	HAM, DELI, LOW SODIUM, LOW WATER, DELUX				
142	HAM, VIRGINIA				

	DESCRIPTION	UNIT	PRICE	ORDER #	EXTENDED PRICE
143	HAMBURGERS				
144	HASH, CORNED BEEF				
145	HERO ROLLS, 3X7				
146	HOT DOGS, ALL BEEF, SABRETT				
147	ICE CREAM CUP, CHOCOLATE				
148	ICE CREAM CUP, STRAWBERRY				
149	ICE CREAM CUP, VANILLA				
150	ICE CREAM CUP, VANILLA FAT FREE				
151	JELL-O, CITRUS				
152	JELL-O, RED 24 OZ.				
153	JELLY, MINT				
154	JELLY, GRAPE, PC				
155	JUICE, APPLE 64OZ				
156	JUICE, APPLE RASPBERRY, S/F 64OZ				
157	JUICE, CRANBERRY 64OZ				
158	JUICE, GRAPE, SUGAR FREE 64OZ				
159	JUICE, LEMONADE, CUPS, FROZEN 4 OZ				
160	JUICE, ORANGE, DIET OR SF 64OZ				
161	JUICE, ORANGE -FROZEN 4 OZ				
162	JUICE, PINEAPPLE 64 OZ.				
163	JUICE, PINEAPPLE/ORANGE, CUPS, FROZEN 4 OZ				
164	KALE, FROZEN				
165	KETCHUP, IND. HEINZ OR EQUAL				
166	KETCHUP, HEINZ (OR EQUAL)				

	DESCRIPTION	UNIT	PRICE	ORDER #	EXTENDED PRICE
167	KIDNEY BEANS (6 LB. CANS)				
168	KRABBY CAKES-MRS. FRIDAY'S OR EQUAL				
169	LASAGNA ROLL UPS				
170	LETTUCE, ICEBERG, FRESH				
171	LOBSTER TAILS				
172	MACARONI SALAD				
173	MANICOTTI, CELENTANO 60/2.7 oz				
174	MARGARINE, BLOCK				
175	MAYONNAISE, (IND.) HELLMANS/EQUAL				
176	MAYONNAISE, HELLMANN'S GALLON				
177	MEATBALLS,ITALIAN, COOKED 2OZ				
178	MEATBALLS, PLAIN				
179	MEATBALLS, MAMA, ITALIAN 2 OZ				
180	MEATBALLS, SWEDISH				
181	MRS. DASH .025				
182	MUFFINS, BLUEBERRY				
183	MUFFINS, BANANA, with nuts				
184	MUFFINS, CHOCOLATE CHIP				
185	MUSHROOMS, CANNED				
186	MUSTARD, GULDEN'S				
187	MUSTARD, GULDEN'S, PC				
188	MUSTARD, HONEY, PC				
189	NUTMEG				
190	OATMEAL, QUAKER OATS, OLD FASHIONED				

	DESCRIPTION	UNIT	PRICE	ORDER #	EXTENDED PRICE
191	OKRA, CUT, FROZEN				
192	OLIVES, BLACK				
193	OLIVES, GREEN				
194	ONION GRANULATED				
195	ONIONS, FRESH, RED				
196	ONIONS,PEARL,FROZEN				
197	ORANGES, FRESH				
198	ORANGES, MANDARIN, CUPS, 4 OZ.				
199	OREGANO				
200	PAM SPRAY				
201	PAPRIKA				
202	PARSLEY, FLAKES				
203	PASTA, EGG NOODLES				
204	PASTA, ELBOW MACARONI				
205	PASTA, PENNE				
206	PASTA, ROTINI				
207	PASTA, SPAGHETTI				
208	PASTA, SHELLS, MEDIUM				
209	PASTA, TRI-COLOR MACARONI				
210	PASTA, ZITI				
211	PASTRY DOUGH SQUARES 5X5				
212	PEACHES, SLICED,NATURAL,NO SUGAR				
213	PEANUT BUTTER				
214	PEAR HALVES,NATURAL, NO SUGAR				

	DESCRIPTION	UNIT	PRICE	ORDER #	EXTENDED PRICE
215	PEARS, FRESH				
216	PEAS & CARROTS, FROZEN				
217	PEAS, FROZEN				
218	PEARS, DICED,NATURAL, NO SUGAR				
219	PEPPER STRIPS, MIXED RED & GREEN				
220	PEPPER, BLACK				
221	PEPPER, BLACK, PC				
222	PEPPERONI, DELI				
223	PEPPERS, GREEN, FRESH				
224	PEPPERS, RED, FRESH				
225	PICKLE SPEARS				
226	PICKLE, DILL CHIPS B & G				
227	PIE. COCONUT CUSTARD				
228	PIE FILLING, CHERRY				
229	PIE. PEACH				
230	PIE SHELLS, FROZEN 10"				
231	PIE, PUMPKIN				
232	PIES, MRS. SMITH, APPLE 10"				
233	PINEAPPLE CHUNKS				
234	PINEAPPLE SLICED				
235	PLUMS, FRESH				
236	POPCORN, VENDING				
237	PORK & BEANS, (BAKED) BUSH'S OR EQUAL				

	DESCRIPTION	UNIT	PRICE	ORDER #	EXTENDED PRICE
238	PORK LOIN, RAW, CENTER CUT				
239	PORK PATTIES,RIB-B-QUE, COOKED				
240	PORK BABYBACK RIBS, RAW				
241	POTATO AU GRATIN, DRY				
242	POTATO CHIPS				
243	POTATOES, FRESH, IDAHO				
244	POTATOES, HASH BROWN PATTY				
245	POTATOES, INSTANT				
246	POTATO PANCAKE				
247	POTATO SALAD				
248	POTATO SKINS				
249	POTATOES, SWEET, FRESH				
250	POT ROAST W/GRAVY COOKED				
251	PRETZEL, VENDING				
252	PUDDING, BANANA				
253	PUDDING, BUTTERSCOTCH				
254	PUDDING, CHOCOLATE				
255	PUDDING, LEMON				
256	PUDDING, RICE				
257	PUDDING, TAPIOCA				
258	PUDDING, VANILLA				
259	PUNCH				
260	RAVIOLI, CANNED, BEEF, W/TOMATO SAUCE				

	DESCRIPTION	UNIT	PRICE	ORDER #	EXTENDED PRICE
261	RELISH				
262	RELISH (INDIVIDUAL)				
263	RICE, MEXICAN FIESTA				
264	RICE, GARDEN BLEND				
265	RICE PILAF				
266	RICE, SPANISH				
267	RICE, UNCLE BEN'S (OR EQUAL)				
268	RICE, WILD, LONG GRAIN				
269	ROAST BEEF, FOR POT ROAST, RUMP OR BOTTOM ROUND				
270	ROAST BEEF, RAW, TOP ROUND, TRIMMED & TIED				
271	ROAST BEEF, DELI, COOKED, TOP ROUND, DELUXE				
272	BONELESS PRIME RIB, OVEN READY, CHOICE				
273	ROLLS, DINNER				
274	ROLLS, HAMBURGER 120 COUNT				
275	ROLLS, HOTDOG				
276	ROMAINE HEARTS, FRESH				
277	SALAD OIL				
278	SALAMI, DELI				
279	SALISBURY STEAK, NO GRAVY, 4 OZ.				
280	SALT				
281	SALT, PC				
282	SAUCE, APPLE, DIET				

	DESCRIPTION	UNIT	PRICE	ORDER #	EXTENDED PRICE
283	SAUCE, CHEESE, CAMPBELL'S OR EQUAL				
284	SAUCE, DUCK				
285	SAUCE, GENERAL TSAO				
286	SAUCE, MANDARIN/ORANGE,DRESSING				
287	SAUCE, ORANGE SESAME GINGER,DRESSING				
288	SAUCE, SPAGHETTI				
289	SAUCE, SWEET & SOUR				
290	SAUCE, TOMATO				
291	SAUCE, WORCESTERSHIRE (1 GAL.)				
292	SAUERKRAUT				
293	SAUSAGE, BREAKFAST LINK				
294	SAUSAGE, ITALIAN, SWEET				
295	SAUSAGE LINKS, COOKED				
296	SAUSAGE PATTIES				
297	SAUSAGE, POLISH, 10# PKGS., KIELBASA				
298	SAUSAGE, SWEET TURKEY				
299	SEA LEG SUPREME				
300	SHELLS, STUFFED, MEDIUM				
301	SHORT RIBS COOKED				
302	SHRIMP, BUTTERFLY,BREADED 16/20 LG.				
303	SORBET, RASBERRY				
304	SOUP BASE,CREAMED-28 OZ.				
305	SOUP, BEEF BARLEY, LG. 51 OZ.				

	DESCRIPTION	UNIT	PRICE	ORDER #	EXTENDED PRICE
306	SOUP, CHICKEN NOODLE -LG. 51 OZ.				
307	SOUP, CREAM/CELERY, -LG 51 OZ.				
308	SOUP, CREAM/MUSHROOM, #5 CANS				
309	SOUP, MANHATTAN CLAM, LG. 51 OZ.				
310	SOUP, SPLIT PEA, CAMPBELL'S-LG 51 OZ.				
311	SOUR CREAM				
312	SOY SAUCE LOW SODIUM				
313	SPINACH, CHOPPED, FROZEN				
314	SPRINKLES, CHOCOLATE				
315	SPRINKLES, RAINBOW				
316	SQUASH GREEN FROZEN				
317	SQUASH, YELLOW, SLICED, FROZEN				
318	STEW BEEF, FROZEN				
319	STRINGBEANS REG. CUT				
320	STRAWBERRIES, SLICED, FROZEN (6.5 #)				
321	STUFFING, CHICKEN FLAVOR				
322	SUGAR				
323	SUGAR, BROWN 1 LB. PKG.LIGHT OR DARK				
324	SUGAR, IND.				
325	SUN CUP PUNCH				
326	SUNCUP CRANBERRY				
327	SUN CUP APPLE				
328	SUN CUP PINE/ORANGE				

	DESCRIPTION	UNIT	PRICE	ORDER #	EXTENDED PRICE
329	SUPER CHICKEN				
330	SWEET & LOW				
331	SWEET POTATO FRIES				
332	SYRUP, PANCAKE				
333	SYRUP, PANCAKE, S/F				
334	SYRUP, SMUCKERS ASST				
335	TACO, BEEF-COOKED				
336	TART SHELLS, BURRY 3"				
337	TARTAR SAUCE, PC				
338	TEA, LIPTON 100 COUNT				
339	TERIYAKI GLAZE				
340	TEXAS TOAST				
341	THYME				
342	TOMATO PASTE				
343	TOMATO PUREE				
344	TORTELLONI, CHICKEN				
345	TORTELLONI, SPINACH				
346	TORTILLAS, FLOUR				
347	TURKEY BREAST, RAW, OVEN READY, PERDUE OR EQUAL				
348	TURKEY BREAST, COOKED, LOW SODIUM, DELUX KOHLER OR EQUAL				
349	TURNIP GREENS, FROZEN, CHOPPED				
350	TURNIPS, FROZEN ,DICED				

	DESCRIPTION	UNIT	PRICE	ORDER #	EXTENDED PRICE
351	VANILLA FLAVORING (IMITATION)				
352	VEAL PATTIES				
353	VEGETABLE OIL				
354	VEGETABLES, MIXED				
355	VEGETABLE, ITALIAN BLEND, FROZEN				
356	VEGETABLE, NORMANDY BLEND, FROZEN				
357	VEGETABLE, SCANDINAVIAN BLEND, FROZEN				
358	VINEGAR, WHITE				
359	WAFFLE, EGGO				
360	WATER, SPARKLING				
361	WATERMELON, FRESH				
362	WHIPPED CREAM, EVERFRESH (15 OZ.)				
363	WHIPPED TOPPING, EVERY READY - 32 OZ.				
364	YOGURT, ALL LOW FAT, FLAVORS				
365	ZUCCHINI STICKS				
366	ZUCCHINI & TOMATOES				
367	ZUCCHINI, SLICED, FROZEN				