

**Edgemont Union Free School District
300 White Oak Lane, Scarsdale, New York 10583
(914) 472-7768 • fax (914) 472-6846**

NOTICE TO BIDDERS

The Edgemont Union Free School District ("the School District"), in accordance with Section 103 of Article 5-A of the General Municipal Law, hereby invites the submission of sealed bids for the following:

**Cafeteria Supplies Bid# 2023-BO-001
Contract period: March 1, 2023 - June 30, 2024**

Bids will be received until **Friday, February 24, 2023, at 10 a.m.**
at Edgemont Union Free School District Office
300 White Oak Lane, Scarsdale, New York 10583
Attn: Amy Moselhi, Assistant Business Official

Bid packets may be obtained from the District Office Website.

The sealed envelopes containing Bids should be prominently labeled "Bid for Cafeteria Food and Supplies; **Bid Opening Friday, February 24, 2023, at 10 a.m.**

Bids will be publicly opened at the above time. Specifications and bid forms may be obtained from the same office. Bidders are requested to carefully review the Instructions to Bidders contained therein.

THE SCHOOL DISTRICT IS NOT RESPONSIBLE FOR BIDS OPENED PRIOR TO THE BID OPENING IF THE ENVELOPE DOES NOT PROMINENTLY IDENTIFY THE CONTENTS AS DIRECTED ABOVE.

The School District and its Board of Education reserve the right to waive informalities in any one or more bids or to reject all bids in its/their sole discretion.

By order of the Board of Education

INSTRUCTIONS TO BIDDERS

These "Instructions to Bidders", along with Addendum #1 additional requirements, describe the conditions and specifications which must be met by any person or firm receiving an award as a result of this bid. All bidders must be prepared to comply with the instructions, conditions, stipulations, and specifications set forth in this bid package and with any addenda issued prior to the opening of bids.

The purpose of this bid is to establish a unit price basis for purchase by the School District for the bid periods specified.

A. DEFINITIONS:

BIDDER:	Any company, individual or corporation submitting a bid
COMMODITIES:	Food supplies and products used within the cafeteria program to serve faculty and students
VENDOR:	Any Bidder to whom an award is made

B. PROPOSALS AND BIDS:

1. Sealed bids will be received and opened publicly at the date, time, and place described above. At the bid opening, only bidders' names will be read. Unit prices will not be read but will be available when the bid summary sheet is prepared.
2. Bids must be enclosed in opaque sealed envelopes clearly marked with bid title and due date and time. If the bidder chooses to submit a bid through courier service, the external envelope must be clearly marked with the bid title and due date and time.
3. The Bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of the School District. The Bidder further assumes the responsibility for having the bid delivered to an authorized employee of the District Office on time, whether sent by mail, courier or personal delivery. **No** faxed, verbal, e-mailed, or telephone bids will be considered.
4. Prices, discounts, and other information required other than the signature of the Bidder, should be typewritten or clearly printed in only black ink for legibility. Each page of the bid shall be stamped with the name and address of the Bidder. All signatures must be written in ink. Facsimile, printed, or typewritten signatures are not acceptable.
5. The Bidder must insert in the bid the price per unit specified and the price extension of each item, if required. In the event that no specific unit amount is specified (i.e., one dozen, one gross), the Bidder shall submit a unit price based on the unit quantity of one. In the event of a discrepancy between the unit price and the extension, the unit price will govern. Prices must be extended in decimals, not fractions.

6. No bid shall be entertained unless properly submitted on the bid forms provided. If bidder requires a minimum order for any delivery, (quantity or dollar amount) such minimum shall be stated on the bid. Where a brand name is specified, it shall mean such proprietary product or an approved equal. If an item bid is not the particular brand name product, the Bidder shall identify the item being bid as an approved equal with an explanation as to why the item is equal in quality.
7. Quantities or dollar amounts listed are approximate. The Bidder agrees to supply greater or lesser quantities at the same unit price or discount unless explicitly stated to the contrary in the bid. The School District is not responsible for any variation from estimated purchase quantities or dollar amounts. The Bidder shall also agree to honor prices that are bid for an additional 15 days beyond the contract expiration date, if requested.
8. The School District reserves the right to the acceptance of bids by individual items, by categories, by groups of items, or as a whole, or in its discretion and/or to recommend the rejection of all bids and to re-advertise same as permitted by law.

C. SAMPLES:

1. The School District reserves the right to request a representative sample of a commodity at any time. Unless otherwise instructed, the sample shall be furnished within ten (10) business days of the request.
2. If, in the judgment of the School District, the sample is not in accordance with the requirements stated in the bid specifications, the School District may reject the bid; or, if an award has been made, cancel the contract without further obligation to the Bidder or Vendor.
3. When samples are required, failure to submit them in accordance with instructions may be sufficient cause for not considering a bid or canceling an award. When an accepted sample exceeds the minimum specifications, all commodities delivered thereafter must be of the same quality and identity as the sample. Samples must be submitted free of charge and be accompanied by the Bidder's name and address, a statement indicating how and where the sample is to be returned to the Bidder, and descriptive literature relating to the commodity. Samples will be returned at the Bidder's expense and risk. Samples not recovered within fifteen (15) business days after written notice to the Bidder will be regarded as abandoned and the School District shall have the right to dispose of them as its own property.

D. QUALIFICATIONS OF BIDDERS:

1. To be considered for an award, a bid must comply in all material respects with all terms, conditions, and provisions as listed herein and in any attachments and/or amendments.

In order to arrive at an equitable evaluation of bids received, all Bidders must stand on equal footing. Bidders who choose to enter qualifying statements or paragraphs contrary to the terms of this bid are cautioned that their bid may be rejected as non-responsive.

2. The School District reserves the right, before making an award, to conduct investigations as to whether or not the items, qualifications, or facilities offered by the Bidder meet the requirements set forth in the proposal and specifications, and whether the Bidder should be considered to be responsible in accordance with criteria authorized by law.
3. The Bidder must be prepared, if requested by the School District, to present evidence of experience, ability and financial standing, as well as a statement to plant, machinery, and capacity of the manufacturer for the production and distribution of the commodity on which he/she is bidding. If, in the opinion of the School District, it is found that the conditions of the proposal and specifications are not complied with, or that the items proposed to be furnished do not meet the requirement called for, or that the Bidder's qualifications, financial standing or facilities are not satisfactory, the bid may be rejected.
4. Notwithstanding the foregoing, the right to make inquiry as provided above shall not mean or imply that it is obligatory upon the School District to make any investigation before awarding a contract. It is further understood that if such investigations are made, that in no way relieves the Vendor from fulfilling all requirements and conditions of the contract.
5. Each Bidder is required to state in its bid the names and places of residence of any and all persons interested in the bid, that the bid is made without any connection with any person making another bid for the same contract, and that it is in all respects fair and without collusion or fraud; also, that no officer or employee of the School District or any member of the School District's Board of Education is directly or indirectly interested in the bid, or in the materials, supplies, or the work to which it relates, or in any other portion of the profits thereof, except as may be explicitly disclosed in the bid. It is understood that any such interest in a bid which is prohibited by the General Municipal Law shall result in the rejection of a bid.

E. BID DEPOSITS, BID AND PERFORMANCE BONDS:

Where bid deposits, or bid and performance bonds are required, these shall be so stated and set forth in the accompanying detailed specifications.

F. AWARD WITHIN 60 DAYS FROM BID OPENING:

The School District reserves the right to make bid awards within sixty (60) days after the bid opening date, during which period bids may not be withdrawn.

G. CONTRACT NOT TO BE ASSIGNED:

No Vendor may assign, transfer, convey, sublet, or otherwise dispose of the contract, of

its right, title or interest therein, or its power to execute such contract to any other person, company or corporation.

H. EXEMPTION FROM TAXES:

No charges will be allowed for federal, state or municipal sales or excise taxes, from which school districts are exempt. The price bid shall be net and shall not include the amount of any such tax.

I. FAILURE TO PERFORM CONTRACT:

1. Upon failure of any Vendor to deliver within the time specified, or failure to make immediate replacement of rejected commodities when so directed, the School District may purchase from other sources to replace the commodity rejected or not delivered, and the Vendor shall reimburse the School District for its costs in excess of the contract cost; provided, however, that should the replacement price be less than the Vendor price, the Vendor shall have no claims to the price difference. Replacement purchases may be deducted from contract quantity by the School District.
2. In the event that a Vendor fails to provide materials as ordered, and/or within the time specified, or fails to abide by any of the other provisions of the contract and does not cure such failure within a period of ten (10) working days (or such longer period as the Purchasing Agent may authorize in writing), the School District reserves the right to terminate said contract for default. In such event, the defaulted vendor shall reimburse the School District for the cost of "cover".

J. DELIVERY:

1. Delivery must be made as ordered and in accordance with the terms of the contract. Unless otherwise specified, delivery shall be made by the Vendor within ten (10) business days of receipt of any order, time being of the essence. A Vendor will be permitted an extension of the delivery period when conditions beyond the Vendor's control exist; *provided* that documentary evidence may be required to support such conditions.
2. Any extension of time of delivery must be requested in writing by the Vendor and approved in writing by the School District.
3. Commodities and goods shall be securely and properly packed for shipment, storage, and stocking, in new shipment containers and according to accepted commercial practice, without extra cost for packing cases, bailing, or sacks. Cartons and carriers must be clean and sanitary. All shipments are F.O.B. destination in the School District.
4. The successful bidder must provide Edgemont UFSD delivery of split case, each, half

dozen and/or dozen amounts, if so ordered, without an added up-charge, case break fee or fee. If higher grade products are offered for delivery in lieu of those specified in the proposal, it shall be acceptable provided all other requirements are met. No salvage material will be accepted.

5. Delivery of the items ordered is required to be made to a point within the building as directed at the place of delivery. The weight, count, measure, etc., will be verified at the point of delivery. The Vendor will be required to furnish proof of delivery in every instance. **Bulk materials are to be placed on skids or pallets on the receiving platform as directed by the receiving Edgemont employee or by the Food Service Manager. No help for unloading** will be provided by School District personnel, and Vendors should notify their carriers accordingly.
6. The Food Service Manager or her/his designee must sign all invoices. The School District will not process unsigned invoices.

Deliveries shall normally be made between the hours of 7:00 a.m. and 11:00 a.m. on weekdays other than Saturdays, Sundays and School District holidays, except as may otherwise be agreed to be the School District and the Vendor. No deliveries will be accepted during lunch periods 11:00 a.m. through 1:30 p.m.

No deliveries shall be left unattended or delivered when there is no food service personnel present.

K. DELIVERY AMOUNTS:

1. Quantities purchased will be based upon student enrollment and usage by location. Therefore, when an award is made, the School District may order any quantity appropriate for the program, subject to a minimum aggregate order quantity of \$25.00 for orders delivered to a single destination. Order quantities that do not meet the \$25.00 minimum may be delivered.
2. F.O.B. point of origin with freight charges allowed. In such cases, shipping charges should appear as a separate item on the Vendor's invoice.

L. BILLING:

Billing shall be made by invoice, in duplicate, to the School District at 300 White Oak Lane, Scarsdale, New York 10583, Attn: Bryan Paul, Assistant Superintendent of Business and Administration, upon completion of deliveries against applicable purchase orders. All invoices shall be accompanied by a delivery ticket or packing slip containing the following information:

- Name of Vendor

- Purchase order number
- Complete "ship to" information
- Itemized list of supplies furnished by category (frozen, dry, perishable and supplies)
- Quantity and extension
- Date of delivery or shipment
- FOB freight charges are separate
- Gas/Fuel surcharges are separate

M. ADDITIONAL BIDS:

The School District reserves the right, for unanticipated additional requirements of particular items, to call for new bids.

N. VENDOR ASSISTANCE:

The Vendor shall provide, upon request, copies of current price lists, catalog, product specifications and/or MSDS data sheets, as applicable, for any goods or materials delivered.

O. WARRANTY:

1. The Vendor warrants all goods and materials furnished to be free from defects in design and workmanship, and to be suitable for the use intended, for a period equal to the original manufacturer's warranty period. If a longer warranty period is to be provided, the Bidder shall so state in the submission.
2. Goods or materials which require replacement under warranty shall, in most cases, be replaced like-for-like by the Vendor so long as the replacement goods or materials are free of the problem which brought forth the warranty claim. The Vendor's obligations shall be in effect regardless of whether or not the original manufacturer honors its warranty obligations.

P. PROTECTION FROM CLAIM AS TO "EQUAL":

1. In the event of any claim by an unsuccessful Bidder concerning or relating to the issue of whether an award to a Vendor based on the representation that the Vendor's goods or materials are "equal" to the quality called for in the bid specifications, the Vendor agrees to, at its own expense, defend such claim or claims, and agrees to hold the School District harmless from any expense, judgment, settlement, and reasonable attorneys' fees incurred as a result of such claim.

Q. MATERIAL SAFETY DATA SHEETS ("MSDS"):

1. After bid award, the Vendor(s) will be required to provide the School District with a master set of Material Safety Data Sheets for any items containing toxic materials. MSDS must also accompany any shipment to the individual districts for each item containing toxic materials.

Cafeteria Supplies

Open: Friday, February 24, 2023 at 10 a.m.

Contract period: September 1, 2023 - June 30, 2024

Special Instructions

Bid prices must include freight. No freight charges will be allowed. No fuel surcharges will be allowed.

Bidders are strongly cautioned to review their bid carefully before submitting and verify that all pricing is correct. No retractions will be allowed after the award of the bid.

There are two sections to this bid. Section One is for specific products on which Bidders should submit a net price. Section Two calls for a discount from the manufacturer's list price. Bidders are to offer a percentage discount from the manufacturer's list price and also state the date/number of the price list. The price list stated on the bid form shall prevail for the length of the bid term.

Upon request, Bidders must be prepared to supply samples, free of charge and freight, on items on which they have bid. A product catalog is requested with the submission of your bid.

The School District reserves the right to recommend acceptance of this bid by individual items, by category, by groups of items or as a whole, or in its discretion to recommend the rejection of all bids and re-advertise as permitted by law.

Only inside deliveries will be accepted. Deliveries must be signed by the Food Service director. Deliveries must be delivered at the proper temperatures for all food items. Deliveries not meeting these criteria will be rejected and must be redelivered at Vendor's expense. Delivery on goods must be made within ten (10) working days from receipt of order by Vendor.

Vendors are reminded that no orders should be accepted without a formal purchase order. Orders are to be delivered with a packing slip, stating "Ship to" division, address, name of contact person, and purchase order number, as well as a detailed account of what the shipment contains.

Successful bidder(s) must supply the School District with a usage report of all items, from all participating locations. Usage reports are requested to be in EXCEL spreadsheets, and shall

include quantities, item numbers, and manufacturer's stock numbers (if different from Vendor's SKU, prices and descriptions). The usage report may be an aggregate of all shipping locations.

Order and invoice discrepancies such as shortages, breakage and fill errors shall be resolved within five (5) business days of notification.

Products returned due to quality problems, duplicate shipments, damage, etc., are to be picked up by the Vendor within five (5) business days after notification.

No restocking fees shall apply.

Contractor will provide to the Edgemont UFSD a velocity report sorted by high usage to low at the end of each semester (twice annually). The breakdown will include the purchase quantity, pack and variety of each item purchased. In addition a year end velocity report will be submitted to the Edgemont UFSD encompassing September 1 through June 30 of each year.

Invoices: The individual product code number for each item purchased shall appear on the delivery slips, invoices, and/or statements. All deliveries must be accompanied by a price delivery invoice in a duplicate form. Each delivery location shall be separate.

The Food Service Manager will be notified at least seven (7) days in advance if a product code number is being changed by the Contractor or if a product is discontinued.

Orders - Routine/Special: Vendor shall provide to location receiving products under this contract, the name and telephone number of company sales representative who may be contacted by Edgemont UFSD Monday through Friday, 8:00 a.m. - 5:00 p.m. for correcting all breaches of this Contract by Vendor and shall be authorized to accept emergency and special orders.

Back orders and shortages will not be tolerated. If a shortage occurs, the Contractor must contact and inform the Food Service Manager affected PRIOR to the scheduled delivery date. If a substitution is necessary, it must be authorized by the Food Service Manager. All substitutes must be of equal or better quality than the originally ordered item and the invoice cost will not be higher than the original product price. During the week prior to a shut down period (example: Winter Break, Spring Break, and Summer Break) the Contractor shall work with each Food Service Manager to ensure that its product inventory is brought to a zero balance. Any product which remains in an operation when a shut down begins shall be picked up by the Contractor and credit shall be issued.

The District is not committed to purchasing the estimated quantities as specified on the bid order sheets; the District will not accept the entire shipment of products at one time. The Contractor shall maintain adequate inventory based on usage.

Contractor will notify the Food Service Manager of the holiday delivery schedule changes and if the Food Service Manager is on vacation.

Grades are based on standards established by the U.S. Department of Agriculture,

Agricultural Marketing Service. Food products supplied to the school district must be of the grade indicated for the item. USDA Inspection Grading and Inspection Certificates may be acquired when it is in the best interest of the school district.

It is the responsibility of the vendor to contact the USDA and arrange for inspection of the items which require inspection certificates. All products shall be packed and prepared under sanitary conditions and in accordance with good commercial practice.

All produce must be "U.S. Number 1" unless otherwise specified. The delivered product must meet the grade at the time of delivery to Edgemont Union Free School District food service operations. When delivered products appear to be below the grade of the products specified, the food service operation reserves the right to return the product for full credit or shipment of new product. If the delivered products appear to fall below the grade specified on a regular basis, the Edgemont Union Free School District with its food services operation reserve the right to submit items in doubt to the nearest USDA office for official inspection and grading. It is agreed the party in error will pay the cost of the inspection. The interpretation of descriptive terms of grade shall be in accordance with the U.S. standards for grade in effect on the date of the invitation for proposal.

Instructions for Completing and Submitting Bid

Bidder's Checklist

This page must be completed, signed and returned with the bid form

In the UNIT PRICE column, enter the price for ONE (1) item based on the unit that is listed in the UNIT column, i.e., if the UNIT is lb., enter the price for one pound of the item. If the category asks for an extended price, multiply the rate you entered for the unit price by the number in the ESTIMATED QUANTITY column. The vendor must supply the extended price in the categories that include that column.

Do not use ditto marks or squiggly lines to indicate that the price is the same as above. Each item you bid on must have an actual price entered in the appropriate box. Items that do not have a price entered will be considered as NO BIDS.

BID FORMS MUST BE SUBMITTED AS DESCRIBED IN THE NOTICE TO BIDDERS. BIDS SUBMITTED INCORRECTLY ARE SUBJECT TO REJECTION.

The following items must be submitted with your bid:

- ✓ This form, completed and signed
- ✓ Signed Non-Collusive Bid Certification
- ✓ Signed Hold Harmless Agreement
- ✓ Three References
- ✓ Vendor Information Sheet
- ✓ Vendor Pricing List
- ✓ Copies of last two health inspections (if applicable)
- ✓ Any pages of the bid form you have filled out. It is not necessary to return pages if

you have not bid on any items on the page.

✓ Any additional enclosures as stated within the bid

Contract Period: September 1, 2023 - June 30, 2024 Questions regarding this bid may be

directed to:

Amy Moselhi,
Assistant Business
Official Edgemont
Union Free School
District 300 White
Oak Lane
Scarsdale, New York 10583
Telephone: (914) 472-7767

Please check (X) the following:

_____ By executing this bid, I represent that I have authority to bind the Bidder and agree that should the bid be awarded to Bidder, all Bid Documents, including, without limitation, General Conditions, Special Conditions, Special Instructions and Specifications shall constitute the Contract between Edgemont UFSD and the Bidder. Bidder acknowledges that it may, additionally, be required to execute a formal contract if required by the Bid Documents.

_____ I have read the specifications and instructions and am bidding to specification.

_____ I have included all necessary forms with the bid.

Signature _____ Date _____

Name _____

(Please print name legibly)

MATERIAL SAFETY DATA SHEETS

New York State law provides that any manufacturer, importer, producer or formulator of any toxic substance shipped or transported or sold for any use within the State must provide, upon request, the following information:

- The name or names of the toxic substance, including the generic or chemical name;
- The trade name of the chemical and any other commonly used name;
- The level at which exposure to the substance is determined to be hazardous, if known;
- The acute and chronic effects of exposure at hazardous levels;
- The symptoms of each effect;
- The potential for flammability, explosion, and reactivity of such substance;
- Appropriate emergency treatment;
- Proper conditions for safe use of and exposure to such toxic substances;
- Procedures for clean-up of leaks and spills of such toxic substances;

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

In the event that the chemical composition, toxicity, flammability or any other characteristic of the named product(s) changes or new information is obtained about items (A) through (I) listed above, you are to notify us without delay if you have been selected as a Vendor

CONTRACTOR'S LIABILITY INSURANCE:

The Contractor shall not commence work under this contract until the Contractor has obtained all insurance required under this section and such insurance has been approved by the Edgemont Union Free School District, nor shall the Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of subcontractor has been obtained and approved.

The Contractor and any Subcontractor shall purchase and maintain the following insurance coverage:

Commercial General Liability (CGL) with limits of insurance of not less than \$1,000,000 each occurrence/\$2,000,000 annual aggregate If the CGL coverage contains a general aggregate limit such aggregate limit shall apply to each project/location. CGL coverage should be written on a ISO occurrence form CG00 01 1093 or substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products/completed operations, and personal and advertising injury. General contractor, owner and all the parties required of the general contractor shall be included as additional insureds on the CGL using ISO additional insured endorsement CG20 10 11 85 or an endorsement providing additional insureds shall be as broad as the coverage provided for the named insured contractor. It shall apply as primary insurance before any other insurance or self-insurance, maintained by or provided to the additional insured.

Subcontractors shall maintain CGL coverage for itself and all additional insureds for the duration of the contract. Coverage must be on an occurrence basis.

Automobile Liability Business Auto Liability with limits of at least \$1,000,000 each accident. Business Auto coverage must include coverage for liability arising out of owned, leased, hired and non-owned automobiles.

Commercial Umbrella Umbrella limits must be at least \$5,000,000. Umbrella coverage must include as additional insureds all entities that are additional insureds on the CGL. Umbrella coverage for such additional insureds shall apply as primary before any other insurance or self-insurance, maintained by or provided to the additional insured other than the CGL, auto liability and employers liability coverages maintained by the subcontractor. Coverage must be on an occurrence basis.

Workers' Compensation and Employers Liability Employers' Liability insurance limits of at least \$500,000 each accident for bodily injury by accident and \$500,000 each for employee injury by disease. Where applicable, U.S. Longshore and Harborworkers Compensation Act endorsement shall be attached to the policy.

All insurers must have an A.M. Best Rating of A- VII or better and admitted to conduct business in the State of New York.

All policies should require at least a 30-day written notice to the insured/certificate holder of cancellation, non-renewal or material change, except for a 10 day notice for the non payment of premium. This notice should be sent to the Edgemont Union Free School District.

The vendors/contractors/subcontractors policy is primary and the insured will not seek a contribution from other insurance available to the additional insured.

All policies must include a Waiver of Subrogation whereby the insured waives the right of subrogation against (You) the Owner, the Edgemont Union Free School District, its subsidiaries, employees, volunteers, directors and officers.

It is agreed that all deductibles and/or self-insured retention's are the responsibility of the contractors/subcontractor vendor including the claim handling and legal expenses. All exclusions or restrictions of coverage not found in standard policies must be thoroughly identified.

Certificates of insurance must be forwarded to the Edgemont Union Free School District at least 5 days prior to the commencement of work or delivery of goods.

All insurance must be effective on or before work commences and remain in effect until the final completion and acceptance of work.

It is the responsibility of the vendors/contractor/subcontractor to ensure that all their subcontractors procure and maintain the same insurance required of the contractor including listing as an additional insured on the subcontractors' policies.

INDEMNIFICATION:

The Contractor agrees to indemnify and hold harmless the Edgemont Union Free School District and its officers and employees from any claim, damage, liability, injury, expense or loss, including defense costs and attorney's fees, arising out of Contractor's performance under this Agreement or as a consequence of the existence of this Agreement, including the misconduct of employees and the employees of subcontractors. Accordingly, the Edgemont Union Free School District will notify the Contractor promptly in writing of any claim or action brought against the School District in connection with this Agreement. On such notification, the Contractor shall promptly take over and defend any such claim or action. The Edgemont Union Free School District will have the right and option to be represented in any such claim or action at its own expense.

RISK OF LOSS:

Vendor shall bear the full responsibility for all risk of loss from equipment damage, including that leased to the Edgemont Union Free School District and money or product loss resulting from vandalism or theft.

CANCELLATION OF CONTRACT:

The Edgemont Union Free School District reserves the right to cancel the contract with thirty (30) days written notice or to cancel contracts **immediately** if the Contractor does not conform to the terms and conditions of the contract. Cancellation does not release the Contractor from its obligation to provide goods and services per the terms of the contract during the notification period.

CONFIDENTIALITY:

The information contained in all proposals submitted for the Edgemont Union Free School District's consideration will be held in confidence between Institution and said Contractors. All pricing information is public knowledge and will be shared as requested.

APPLICABLE LAW:

Contract shall be governed and interpreted pursuant to the laws of the State of New York.

EQUAL OPPORTUNITY:

In the execution, the Contractor and all Subcontractors agree, consistent with Edgemont Union Free School District policy, not to discriminate on the grounds of race, color, sex, sexual orientation, gender identity, expression and characteristics, age, religion, national or ethnic origin, visible or invisible disability, or status as a disabled veteran or veteran of the Vietnam era. In addition, the Contractor and all Subcontractors agree to provide reasonable accommodations to qualified individuals with disabilities upon request.

LITIGATION:

This Contract and the rights and obligations of the parties, hereunder, shall be governed by and construed in accordance with the laws of the State of New York. The Contractor agrees that any litigation, action or proceeding arising out of this Contract, shall be instated in a federal court or state court located in the State of New York and appoints the Secretary of New York to accept process on its behalf.

SEXUAL HARASSMENT:

The Edgemont Union Free School District is committed to providing a positive environment for all students and staff. Sexual harassment, whether intentional or not, undermines the quality of this educational and working climate. This right of freedom from sexual harassment was defined as the Edgemont Union Free School District Policy by the Board of Education. Therefore the Edgemont Union Free School District has a legal and ethical responsibility to adhere to the School District policy and all the state and federal laws. Failure to comply with the Edgemont Union Free School District policy could result in termination of this contract without advance notice. Further information regarding this policy is available from the School District Business Office.

VENDOR REFERENCE SHEET

Firm: _____
Location: _____
Product Line: _____
Contact Person: _____
Title: _____
Telephone: _____

Firm: _____
Location: _____
Product Line: _____
Contact Person: _____
Title: _____
Telephone: _____

Firm: _____
Location: _____
Product Line: _____
Contact Person: _____
Title: _____
Telephone: _____

Firm: _____
Location: _____
Product Line: _____
Contact Person: _____
Title: _____
Telephone: _____

Firm: _____
Location: _____
Product Line: _____
Contact Person: _____
Title: _____
Telephone: _____

VENDOR INFORMATION SHEET

Ordering Procedures:

Ordering Day for Delivery at Approx. _____
Ordering Day for Delivery at Approx. _____
Ordering Day for Delivery at Approx. _____
Ordering Day for Delivery at Approx. _____
Ordering Day for Delivery at Approx. _____

Details: _____
Salesperson: _____
Title: _____
Telephone: _____

Delivery Firm/Person: _____

Contact Information: _____

Delivery Schedule: _____
Procedures for Changing Orders: _____

Problems and Emergency Contact Information: _____

Terms of Payment: _____
Credit Manager: _____

Additional Information: _____

Vendor Information Sheet compiled by: (signature) _____

VENDOR PRICING LIST

	Par	Unit Price
Gloves		
Large	cs	
Medium	cs	
Xtra Large	cs	
Chemicals	cs	
Brillo Soap Pads	6.00	
Sunshine Liquid Soap	4.00	
Oven/Grill Cleaner ga.	4.00	
Kay Chol Sanitizer	4.00	
Pink Towels Wet Wipe	cs	
12 oz Squat Soup w/Lid	cs	
Ice Coffee	cs	
12 oz Clear Cup w/Lid	1.00	
12 oz Coffee Cup	1.00	
12 oz Lid	1.00	
14oz Clear Cups	cs	
Flat Pet Lid	1.00	
2oz Portion Covers	1.00	
2 oz Soufle Cup	1.00	
9" Square	2.00	
12oz Dart PLS Combi bowl & Lid	4.00	
32 oz Presentation Bowl Combo	4.00	
Square Black with Lid (Sushi)	1.00	
1/2 Deep Foil Pan	6.00	
Munchie Cups 2.50 oz	2.00	
Chinese Pint Containers	1.00	
Munchie Cup Large	1.00	
Boats	1.00	
1/4 lb Boat (Chicken)	2.00	
1/2 lb Boat	2.00	

Pint White Food Pail	2.00	
Sunshine Parchment P.	1.00	
Plates	1.00	
9" Whiteline Plates	2.00	
6" Plates	1.00	
12oz Coated Bowl	1.00	
Lunch Trays	10.00	
Chinet Pulp Tray	1.00	
Film	1.00	
12x2000 PVC Film	2.00	
18x2000 PVC Film	2.00	
12x10 3/4 Alum Interfold Sheets	2.00	
18" Foil	2.00	
12x1000 Alum Foil	2.00	
Utensils	10.00	
Forks	4.00	
Knives	2.00	
Teaspoons	2.00	
Soup Spoons	2.00	
Plastic Food Bags	2.00	
Express Dispenser Napkin	2.00	
Pan Liners	2.00	
Sleeves for Coff. Cup	1.00	
Muffin Cups	1.00	
Hair Net Dark Brown	1.00	
PACTV Container Smartlock Clear Hoagie 8.2X4X2.5 2/125ct YCI81048	CS	
DIXIE Plate Paper White Shallow 9" 1/1,000ct	CS	
DIXIE Plate Paper White Fluted 6" 1/2000ct	CS	
OTIS Cookie Bags Paper Small 1/1000ct 94239	CS	
BAGC Foodboat Paper 1/4# 1/1000ct 300694	CS	
BAGC Foodboat Paper 1/1000ct 300695	CS	
Tray School Lunch Sugar Cane 5 Compartment 1/500ct - Chinet	CS	

DART Bowl Presentation 126/12oz C24BCD -1	CS	
DART Bowl and lid Combo Clear 126/32oz	CS	
PACTV Tray Nacho Clear Compartment 6X8XI 3/4 1/500ct	CS	
PACTV Aluminum Half Size Pan 4 ¹¹ 1/100ct - 6132	CS	
SCA_Napkin Dispenser Low Fold Economy 7X12 20/400ct D6311	CS	
REY Cup Baking Muffins 4.5" 1/500ct	CS	
Java Jacket 1/1000ct 9511	CS	
DIXIE Pan liner 16X24 1/1000ct	CS	
DOPAC Soup Cup Combo Paper 250/12oz 14201 Solo	CS	
SOLO Cup Cold Plastic Clear 12oz lid 10/100ct 662TS Amhill	CS	
SOLO Cup Cold Plastic Clear 12oz 10/100ct TP12	CS	
SOLO Cup Envy Hot Paper 12oz/16oz Lid 1/1000ct DTL121 Amhill	CS	
SOLO Cup Souffle Plastic 2oz Lid 10/250ct	CS	
Solo Cip Envy Hot Paper 12 oz 1/10000ct	CS	
SOLO Cup Souffle Plastic 4oz 10/250ct	CS	
SOLO Cutlery Regal Medium White Knife 1/1000ct	CS	
SOLO Cutlery Regal Medium White Teaspoon 1/1000ct	CS	
SOLO Cutlery Regal Medium White Fork 1/1000ct	CS	
SOLO Cutlery Regal Medium White Spoon 1/1000ct	CS	
SOLO Cup Souffle Plastic 2oz 10/250ct	CS	
SOLO Cup Plain Hot Paper 12oz 1/1000ct 412W	CS	
PRMSR Foil Aluminum 12X1000 Each	EA	
ANCHR Film 18X2000 Standard	EA	
PRMSR Gloves Vinyl Disposable Powder Free Medium 10/100ct	CS	
PRMSR Gloves Vinyl Disposable Powder Free Large 100ct	CS	
Straw 5.75" for Milk 10/500ct	CS	
Coffee Stir Wood 7.75" 1/5000ct	CS	
REY Cup Baking Muffins 4.5" 1/500ct	CS	
Towel Handiwipe Pink Stripe 1/200ct #8507	CS	
Foil sheets 12 x 10-3/4	CS	
Sunshine liquid soap	CS	
Sanitizer packets	CS	
20 oz. clear plastic w/lid	CS	

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