

NOTICE TO BIDDERS

Notice is hereby given that sealed bids will be received and publicly read by The Board of Education, East Islip Union Free School District, Town of Islip, Suffolk County, New York on Thursday, January 03, 2023, at 10:00 A.M. for the following bid:

BID# 010323-1 School Kitchen Serving Lines

Sealed bids should be addressed to the attention of the School Purchasing Agent, East Islip Union Free School District, Business Office, 1 Craig B. Gariepy Avenue, Islip Terrace, New York 11752.

All bids must be submitted to the Office of the School Purchasing Agent on or before the date of opening in a sealed envelope, bearing on the outside the name and address of the bidder and the title of the bid.

Any bids received after the time and date specified will not be considered.

Specifications and bid form may be obtained from the district's website <http://www.eischools.org>, Empire State Purchasing Group's website <https://www.bidnetdirect.com> or at the above office, weekdays, between 9:00 a.m. and 3:00 p.m.

Bid prices shall be irrevocable for a minimum period of forty-five (45) days from the date of the bid opening. The Board of Education reserves the right to reject any and all bids, or to award contracts which, in its judgment, are in the best interest of the school district.

Dated: December 1, 2022

By Order of Board of Education

East Islip Union Free School District
Town of Islip, New York
County of Suffolk
Islip Terrace, New York 11752

Donna O'Hara
School Purchasing Agent
(631) 224-2031

BUSINESS OFFICE
PURCHASING DEPARTMENT
EAST ISLIP UNION FREE SCHOOL DISTRICT
1 CRAIG B. GARIEPY AVENUE
ISLIP TERRACE, NEW YORK 11752

BID # 010323-1

SPECIFICATIONS AND BID FORM FOR

School Kitchen Serving Lines

IN ACCORDANCE WITH THE PROVISIONS OF SECTION 103 OF THE GENERAL MUNICIPAL LAW AND SECTION 1725 OF THE EDUCATION LAW, AN ADVERTISEMENT FOR A SEALED BID WAS PUBLISHED IN NEWSDAY AND THE ISLIP BULLETIN ON DECEMBER 1, 2022 AND ON THE EMPIRE STATE PURCHASING GROUP WEBSITE. AS STATED IN SUCH NOTICE, BIDS WILL BE PUBLICLY OPENED AND READ IN THE BUSINESS OFFICE OF THE EAST ISLIP SCHOOL DISTRICT LOCATED AT 1 CRAIG B. GARIEPY AVENUE, ISLIP TERRACE, NEW YORK, ON THE 3rd DAY OF JANUARY, 2023 AT 10:00 A.M.

NAME OF BIDDER: _____

ADDRESS OF BIDDER: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

CONTACT NAME: _____ EMAIL: _____

BUSINESS OFFICE
PURCHASING DEPARTMENT
EAST ISLIP UNION FREE SCHOOL DISTRICT
1 CRAIG B. GARIEPY AVENUE
ISLIP TERRACE, NEW YORK 11752

* * * * *

INSTRUCTIONS TO BIDDERS

1. Read all documents contained in the bid specifications.
2. Bidders are responsible for submitting their bids to the address as follows: East Islip School District, School Purchasing Agent, 1 Craig B. Gariepy Ave., Islip Terrace, New York, 11752, prior to the time indicated in the "Notice to Bidders." Responses received after this date and time will be returned to the bidder unopened. NOTE: This includes any changes listed on the latest addendum issued by the East Islip School District Purchasing Department, if any. **Delay in any and all mail delivery, i.e. Fed Ex, UPS, USPS, in not an exception to the deadline for receipt of bids.**
3. Bidders are responsible for reporting, in writing, any errors found in the bid specifications to the East Islip School District School Purchasing Agent, 1 Craig B. Gariepy Ave., Islip Terrace, New York, 11752.
4. Questions about or clarifications to the technical specifications must be made in writing to the School Purchasing Agent by December 21, 2022 at 10:00 A.M. Verbal questions will not be entertained. Questions can be emailed to the purchasing agent, Donna O'Hara at the following email address. dohara@eischools.org
5. Bidders shall indicate on the outside of their sealed bid the following information:
 1. **Title of Bid and Bid Number**
 2. **Date and Time of Bid Opening**
 3. **Company Name**

Bidders submitting "alternate" pricing, products or services, must do so as a separate bid package to be considered for award. Each bid must be submitted under separate cover and will be considered on its own merits.
6. Necessary forms to be submitted are as follows:
 1. **Bid Cost Report, filled out completely.**
 2. **General Bidding Certification; signed and notarized.**
 3. **Non-Collusive Bidding Certification; signed and dated.**
 4. **Form of Disclosure, filled out completely.**
 5. **References as indicated in the bid specification.**
 6. **Insurance certificates as indicated in the General Information section.**
 7. **Copy of literature for all items offered.**
 8. **Indemnification form completed, signed and notarized.**
 9. **Copy of restricted licenses, certifications, when applicable.**
 10. **Non-Bidders Response, when applicable.**
 11. **Any other information as noted in the bid document.**
7. All bidders shall be supplied with the bid results once the bid has been approved or rejected by the Board of Education.

8. No charge will be allowed for packages, cases, boxes, carboys, bottles, etc. or for freight expenses, expressage or cartage, if applicable. No empty packages, cases, boxes, carboys, bottles, etc., will be returned to the bidder or contractor, and none will be paid for by the Board of Education.
9. No charge will be allowed for federal, state, or municipal sales and excise taxes, from which the Board of Education is exempt. The price bid shall be net and shall not include the amount of any such tax. Exemption certificates, if required, will be furnished on forms provided by the bidder.
10. Each bidder must state that no member of the Board of Education, East Islip School District, Town of Islip, New York, nor officer or employee thereof, is directly or indirectly interested in the proposal.
11. The Board of Education reserves the right to accept or reject any/and all bids. The Board of Education may re-advertise in the manner provided by Section 103 of the General Municipal Law, to waive any informality or to accept the bid, which, in its judgment, will be in the best public interest.
12. Delivery of materials will be required to be made to the receiving platform, as specified on the purchase order, to any school building within the East Islip School District. The item(s) must be placed at a point within the building, as directed, as the place of delivery. The contractor 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 clerk.
13. The successful bidder(s) must supply information on any items which contain any substance that is listed in the latest printed edition of the National Institute for Occupational Safety and Health Administration of Toxic Effects of Chemical Substance or which has yielded positive evidence of acute or chronic hazards in human, animal, or other biological testing. Such information shall include:
 - A. The name or names of the toxic substance including the generic or chemical name;
 - B. The trade name of the chemical and any other commonly used name;
 - C. The level at which exposure to the substance is determined to be hazardous, if known;
 - D. The acute and chronic effects of exposure at hazardous levels;
 - E. The symptoms of such effect;
 - F. The potential for flammability, explosion and reactivity of such toxic substances;
 - G. Appropriate emergency treatment;
 - H. Proper conditions for safe use and exposure to such toxic substances;
 - I. Procedures for clean up of leaks and spills of such toxic substances.
14. Any item containing asbestos will not be considered acceptable.
15. These instructions are to be considered an integral part of all proposals.
16. The prices quoted herein shall include all delivery charges, if applicable.
17. No fuel charges may be imposed under any name.

Failure to submit any of the above data may result in the rejection of the bid as non-responsive. Furthermore, the East Islip School District reserves the right to request any additional information deemed necessary for the proper evaluation of this bid.

GENERAL BID INFORMATION

1.0 AWARD OF CONTRACT

- 1.1 The award of contracts shall be made as soon as practical after the opening of bids.
- 1.2 The Board of Education reserves the right to award or to reject any and all bids in whole or in part; (when in its sole discretion it deems that it will serve the best interests of the School District), to waive technical defects, irregularities, and omissions; and to select in its sole discretion which of two or more identical bidders shall be awarded the contract.
- 1.3 The award of contracts shall be made pending passage of the district budget coinciding with the school year for which the items/services are intended.
- 1.4 The contract, if awarded, will be to the lowest responsive/responsible bidder(s) in part or in whole who meet all the terms of the specifications.
- 1.5 The East Islip School District guarantees no minimum or maximum purchases or contracts as a result of award of this bid. The services described herein are estimated requirements only, and can be modified by the Board of Education in accordance with District needs.

2.0 INDEMNIFICATION AND HOLD HARMLESS

- 2.1 The contractor agrees to conduct its activities pursuant to this Agreement so as not to unnecessarily endanger any person and to indemnify and hold harmless the East Islip Union Free School District, its Board members, agents, officers, and employees against any and all claims, demands and causes of action, including claims for personal injury and/or death, damages (including judgments, settlements and attorneys fees and damages to the District's property), costs and liabilities, at law or inequity, of every kind and nature whatsoever, directly or proximately resulting from or arising out of or caused by the acts of omissions of the contractor, its officers, agents, employees, guests, patrons, students or invitees, whether such actions are authorized by this Agreement or not.
- 2.2 The contractor shall, at the District's demand, defend at its own risk and expense, any and all suits, actions, or legal proceedings which may be brought or instituted against the District, its Board members, agents, officers, or employees on any such claim, demand, or cause of action arising out of or in connection with its performance of this agreement. Prior to any performances under the contract, the contractor shall procure and keep in force adequate levels of insurance coverage during the terms of this Agreement or any renewal thereof, at its own cost and expense.

3.0 GUARANTEE

- 3.1 The Contractor shall guarantee that the material/equipment offered is standard new equipment, latest model of regular stock product and in current production, and includes all parts regularly used with this type of equipment; also that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.
- 3.2 Every unit delivered shall be guaranteed against faulty material and workmanship for a period of twelve months unless otherwise specified. If, during this period, such faults develop, the unit(s) or part(s) affected shall be replaced without any cost to the East Islip School District. When the manufacturer's standard guarantee for the complete unit or any component thereby exceeds twelve months the longer guarantee period shall apply.

4.0 FINANCING OF MATERIAL OR EQUIPMENT PURCHASES

- 4.1 When any bid includes the lease and/or purchase of material and/or equipment, the vendor shall submit a price on the Bid Cost Report supplied by the East Islip School District. The price offered shall include all delivery, finance and any other charges that may be associated with said purchases or lease. The District shall only deal with the vendors actually submitting the Bid and supplying the material, service or equipment described in the attached specifications.
- 4.2 Any financial or other arrangements made between the vendor and any other party as a part of this bid are strictly between those parties and the District shall not be included or be required to participate in them in any way. Furthermore, the District shall only make payments directly to the vendor awarded a contract as a result of that vendor submitting a valid bid, being deemed the successful vendor, awarded a contract and issued a purchase order. The District shall not make partial or prepayments of any kind unless stipulated in the specifications by the District.

5.0 BID FORM RESPONSES

- 5.1 When filling out the attached bid form be certain that:
1. All blanks are filled in with the requested information.
 2. All forms are signed in blue or other non-black ink.
 3. All areas requiring a price are to be filled in as follows:
 - Supply a numerical price for all products or services to be provided. (This includes a \$0.00 if there is no additional cost for any item)
 - The words "No Bid" if you are not interested in or unable to perform any particular portion for the bid.
 - All markings other than those indicated above or any blank spaces where prices are indicated shall be deemed as a "No Bid" by the District and shall make the vendor non-responsive for that particular item(s). No exceptions shall be made in this case.
 4. Bids must be clear and legible. Bids that are incomplete, conditional, or obscure may be rejected by the Board of Education on the basis of not meeting bid specifications.
 5. Vendors are to pay particular attention to the way each item is requested to be priced.
Example: Price \$_____/each, or / lot, or / ounce.
 Varying from the requested price breakdown may cause that item to be deemed non-responsive.

6.0 SCOPE

The purpose of this bid is to establish pricing for school kitchen serving lines, as indicated in these specifications, for the East Islip School District.

- 6.1 The bid prices shall be firm for the duration of contract.
- 6.2 The Board of Education reserves the rights to waive any informality in or to reject any or all bids, or to accept the bid or those bids, which in its judgment is or are best for the school district.
- 6.3 It is intended that these specifications do not hinder competition and bids to supply products that are **equal or superior** to the standards established in these specifications will be given every consideration. The services described herein can be modified by the Board of Education in accordance with District needs.
- 6.4 Wherever in the attached bid specifications reference is made to a catalogue or manufacturer's number, this reference establishes the design, dimension, minimum standards, and general quality of workmanship and materials. Proposals to furnish other manufacturers must be accompanied by the name of the manufacturer, illustrations, or photographs with full details and complete information as to how the equipment differs from that specified. At the request of the

purchaser, a bidder shall submit for inspection actual samples of such equipment within five (5) days after such request. The decision of the Board of Education in regard to the acceptance of such proposals as equal shall be final.

- 6.5 The contractor shall furnish and deliver furnishings and equipment described in the specifications with all appurtenances, parts and accessories not specifically mentioned in the Articles of Specifications, but which are normally a part of the furnishings or equipment called for or necessary to render it complete and ready for usage. This shall be included within the bid price and the contractor shall conform to the best business practices of his profession.

7.0 JUDGMENTS/LEGAL FINDINGS

- 7.1 By submitting this bid for consideration, the vendor affirms that they currently have no judgments or other legal findings nor have any pending judgments or other legal findings against the company or any of its executives, with any federal, state or local government entities that in any way could impact or have the potential to impact their ability to complete any contract awarded them as a result of the bid.
- 7.2 Failure to disclose any such judgments and/or findings will result in the termination of any contracts and other penalties as deemed legal and appropriate by the East Islip School District.

8.0 SUBSTITUTIONS

- 8.1 A contract, if awarded, will be on the basis of materials and equipment as described in the drawings or specifications. When the schedule indicates a brand name or a specific manufacturer's or dealer's catalogue number, the bidder **may furnish an article equal to or better than that named with prior approval by the Plant and Facilities Administrator.** In every case, **such proposed substitution shall be clearly indicated by the bidder**, stating the name of the manufacturer, or the trade name. The Board of Education reserves the right to determine the equality of substitutions.
- 8.2 Such decisions regarding the equality will be based upon performance tests made in the District or by an Independent Laboratory analysis. All costs associated with the review of any equal item prior to recommendation to award, shall be at the bidders expense. However, the bidder must include with the bid package, documentation establishing equality of construction, operation and utility.
- 8.3 In case the substitution involves a different size, weight, color, etc., this must be stated.
- 8.4 The decision to accept or reject an equal item rests solely with the Board of Education. If a substitute "or equal" item is not accepted by the Board of Education, the bid will be deemed non-responsive and the District shall reject this bid. The next lowest responsive bid shall then be reviewed for recommendation of award.

9.0 NON-APPROPRIATION CLAUSE

- 9.1 In accordance with New York State General Municipal Laws the East Islip School District will not be liable for any purchases or contracts for goods or services for which funding is not available. As a result, the vendor agrees to hold the District harmless for any contracts let for which funding either does not currently exist or for which funding has been removed prior to the issuance of a purchase order by the District.
- 9.2 Issuance of a purchase order by the District indicates that the District currently has set aside adequate funds to procure the goods and services indicated in the purchase order or contract.

Receipt of a resolution by the Board of Education is not in and of itself a binding contract with the East Islip School District.

- 9.3 Should it become necessary for the District to cancel a project or purchase after an order to proceed or purchase order has been issued, the District will only be liable for and the vendor agrees to only assess those financial damages that it can prove to have incurred as a result of the cancellation.

10.0 NON-ASSIGNMENT

- 10.1 The contractor will give its personal attention to the faithful performance of the contracts; it will not assign, transfer, convey, sublet or otherwise dispose of this contract, or its right, title or interest in or to the same or any part hereof, and it will not assign by power of attorney or otherwise any of the monies to become due and payable under this contract, unless by and with the previous consent in writing of the Board of Education endorsed upon or attached to the assignment filed in said offices. The contractor may not engage subcontractors, hire others to perform all or part of his agreement, nor otherwise delegate his obligations to perform under the contract without the written approval of the District.
- 10.2 In accordance with New York State General Municipal Law 109, at no time during the duration of any contract resulting from this bid, shall the successful vendor be allowed to assign any portion of this contract to a third party without express written approval by the Board of Education.

11.0 TOXIC SUBSTANCES

- 11.1 The successful vendor must supply information on any items which contain any substance that is listed in the latest printed edition of the National Institute of Occupational Safety and Health Registry of Toxic Effects of Chemical Substances or which has yielded positive evidence of acute or chronic health hazards in human, animal or other biological testing. Such information shall be sent to the East Islip Union Free School District, and shall be in conformance with New York State Law. Such information shall include;
- a. the name or names of the toxic substance including the generic or chemical name;
 - b. the trade name of the chemical and any other commonly used name;
 - c. the level at which exposure to the substance is determined to be hazardous, if known;
 - d. the acute and chronic effects of exposure at hazardous levels;
 - e. the symptoms of such effect;
 - f. the potential for flammability, explosion and reactivity of such substance;
 - g. appropriate emergency treatment;
 - h. proper conditions for safe use and exposure to such toxic substance;
 - i. procedures for clean-up of leaks and spills of such toxic substance;

12.0 PURCHASE ORDER

- 12.1 An East Islip School District purchase order will be issued for the purchase of materials/services purchased exclusively by the District. At the discretion of the vendor, if contract is extended to any/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 current amendments to NYS GML 100 through 104, purchase orders and payments will be the sole responsibility of the said municipal and not for profit organizations.

IN EVERY INSTANCE THE PURCHASE ORDER WILL BE THE GOVERNING DOCUMENT.

13.0 PAYMENT

13.1 Invoices will be forwarded to the Accounts Payable Department at the East Islip School District, 1 Craig B. Gariepy Avenue, Islip Terrace, New York 11752 within 45 days of completion of service/delivery. Failure to submit invoices timely may result in delay in reimbursement and/or financial penalties. Certified Payroll must be submitted with all invoices.

14.0 DURATION OF BID

Bid prices shall remain firm for the duration of this contract.

15.0 TERMINATION OF CONTRACT

15.1 The District, by 30 days written notice, may terminate this contract, in whole or in part, when it is in the best interest of the District. If this contract is so terminated, the District shall be liable only for payment in accordance with the payment provisions of this contract for services or supplies rendered prior to the effective date of termination.

15.2 In the event the successful bidder fails to deliver as ordered, or within the time specified, or fails to abide by any of the provisions of the contract, and does not cure such failure within the ten (10) day period, the District reserves the right to terminate said contract for default, and in order to protect the continuity of the operations, the required services may be procured from the apparent responsible second low bidder or other sources. In the event default action is carried out, the delinquent contractor agrees to reimburse the District promptly for excess costs occasioned by such expenditures from revenue owed to the original contractor or from the Performance Bond.

15.3 Instances of lateness and failure to adhere to the schedule shall constitute a breach of contract.

15.4 No bid shall be accepted, or contract awarded, to any Contractor whose performance on any previous contract with this or any other School District has been determined to be unsatisfactory. The Board of Education reserves the right to be the sole judge in this decision.

15.5 The Board of Education may make any investigation they deem necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Board of Education all such information and data for this purpose as the Board may request.

16.0 INSURANCE REQUIREMENTS FOR OUTSIDE CONTRACTORS PERFORMING A SERVICE FOR THE EAST ISLIP UNION FREE SCHOOL DISTRICT

16.1 Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the facility user hereby agrees to effectuate the naming of the District as an Additional Insured on the facility user's insurance policies, except for workers' compensation and N.Y. State Disability insurance.

16.2 The policy naming the District as an Additional Insured shall:

- a. Be an insurance policy from an A.M. Best A- rated or better insurer, licensed to conduct business in New York State. A New York licensed and admitted insurer is strongly preferred.
- b. State that the organization's coverage shall be primary and non-contributory coverage for the District, its Board, employees and volunteers with a waiver of subrogation in favor of the District.

- c. Additional insured status shall be provided by standard or other endorsements that extend coverage to the District for ongoing operations (CG 20 38) or equivalent and completed operations (CG 20 37) or equivalent. The decision to accept an endorsement rests solely with the District. A completed copy of the endorsements must be attached to the Certificate of Insurance.
- 16.3 The certificate of insurance must describe the services provided by the maintenance, repair or service provider that are covered by the liability policies.
- 16.4 The maintenance, repair or service provider agrees to indemnify the District for applicable deductibles and self-insured retentions.
- 16.5 Minimum Required Insurance:
- a. **Commercial General Liability Insurance**
 \$1,000,000 per Occurrence/\$2,000,000 Aggregate
 \$2,000,000 Products and Completed Operations
 \$1,000,000 Personal and Advertising Injury
 \$100,000 Fire Damage
 \$10,000 Medical Expense
 - b. **Automobile Liability (When an organization's vehicle is brought onsite)**
 \$1,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles.
 - c. **Workers' Compensation and NYS Disability Insurance (For Organizations with Employees)**
 Statutory Workers' Compensation (C-105.2 or U-26.3); and NYS Disability Insurance (DB-120.1) for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable. A person seeking an exemption must file a CE-200 Form with the state. The form can be completed and submitted directly to the WC Board online.
 - d. **Umbrella/Excess Insurance**
 \$3 million each Occurrence and Aggregate. Umbrella/Excess coverage shall be on a follow-form basis over the required Auto Liability and General Liability coverages.
- 16.6 The maintenance, repair or service provider acknowledges that failure to obtain such insurance on behalf of the District constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the District. The organization is to provide the District with a certificate of insurance, evidencing the above requirements have been met.

GENERAL BID CERTIFICATION

The bidder certifies that he/she will furnish, at the prices quoted herein, the materials, equipment and/or services as proposed on this bid and that he/she has carefully examined the instructions to bidders, schedules and specifications. The bidder further certifies that no member of the Board of Education of the East Islip Union Free School District, nor any officer or employee is directly or indirectly interested in this bid or in any portion of the profits thereof. That he/she is of lawful age and no one other than bidder has interest in this bid.

BID PROPOSAL CERTIFICATION

Company Name: _____

Business Address: _____

Telephone Number: _____ Fax Number: _____

Federal or Tax ID #: _____ Date of Bid: _____

ADDENDA: The following is confirmation of all the addenda upon which this bid proposal is based.

Addenda # _____ - Received _____, 2023	_____
	Initialed by Rep.
Addenda # _____ - Received _____, 2023	_____
	Initialed by Rep.
Addenda # _____ - Received _____, 2023	_____
	Initialed by Rep.

Note: By signing and submitting this bid for consideration by the Board of Education the vendor acknowledges that they have read, understand, and agree to all aspects of the specifications as presented without reservation or alteration.

THIS PAGE MUST BE NOTARIZED

STATE OF: _____ County of: _____

Subscribed and Sworn to before me this _____ day of _____, 20____
appeared before me _____ to me personally known to be the individual
described in and who executed the foregoing instrument, and he/she duly acknowledged
to me that he/she executed the same.

Print Person, Firm or Corporation

Authorized Signature

Notary Signature

Commission Expiration Date

NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

- 1. The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or competitor.
- 2. Unless otherwise by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor, and
- 3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(Signed) _____

(Title) _____

RESOLUTION - For corporate bidders only

Resolved that _____ be authorized to sign and submit the bid or proposal of this corporation for the following project School Kitchen Service Lines and include in such bid or proposal the certification as to non-collusion required by Section 103 of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury.

(SEAL OF THE CORPORATION)

NAME: _____

TITLE: _____

FORM OF DISCLOSURE

THE UNDERSIGNED AFFIRMS THAT THE FOLLOWING CONSTITUTE ALL OFFICERS, DIRECTORS, PARTNERS, OR CONTROLLING PRINCIPALS OF THE FIRM:

<u>Name</u>	<u>Title</u>
_____	_____
_____	_____
_____	_____
_____	_____

1. Does any East Islip Board Member, administrator, or employee possess any financial interest, directly or indirectly, in the firm? _____ If yes, set forth below the basis upon which a financial interest exists in the firm:

2. Has the firm or any of its officers, directors, partners, or controlling principals possessed any interest in transaction heretofore entered into with East Islip Schools? _____ If yes, please describe the transactions(s):

3. Does any direct relative of a member of the Board, administration, or staff possess any financial interest, directly or indirectly, in the firm (for purposes of their inquiry a direct relative is to be defined as a parent, spouse, child or sibling). _____ If yes, set forth below the East Islip School Board Member, administrator, or staff member whose relation possesses an interest and the relationship:

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

Firm: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

REFERENCES

References are to be considered part of the Bid Specifications. A contractor's failure to supply four (4) reliable references with bid proposal could result in the rejection of his bid. References must have purchased materials/services in a manner similar in scope to the specifications of this quote.

1. Firm Name: _____
Contact Name/Title: _____
Email Address: _____
Telephone: _____
Date(s) of Service: _____

2. Firm Name: _____
Contact Name/Title: _____
Email Address: _____
Telephone: _____
Date(s) of Service: _____

3. Firm Name: _____
Contact Name/Title: _____
Email Address: _____
Telephone: _____
Date(s) of Service: _____

4. Firm Name: _____
Contact Name/Title: _____
Email Address: _____
Telephone: _____
Date(s) of Service: _____

INDEMNIFICATION AGREEMENT

The Bidder agrees:

(a) that except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the District, the Contractor/Licenser agrees to indemnify and hold harmless the East Islip School District, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the Contractor/Licenser or third parties under the direction or control of the Contractor/Licenser; and

(b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of the Agreement and to bear all other costs and expenses related thereto.

AUTHORIZED SIGNATURE

DATE

NOTARY PUBLIC

DATE

NON-BIDDER'S RESPONSE

For purposes of maintaining accurate bidder's lists and facilitating your firm's response to our invitation for bid, the East Islip School District is interested in ascertaining reasons for prospective bidders' failure to respond to invitations for bids. If your firm is not responding to this bid, please indicate the reason(s) by checking any appropriate item(s) below and returning this form to the East Islip School District, Purchasing Department, 1 Craig B. Gariepy Ave., Islip Terrace, NY 11752. Failure to either submit a bid proposal or return this form will result in removal of your firm's name from our bidder's lists. Thank you for your cooperation.

We are not responding to this invitation for bid for the following reason(s):

- Items or materials requested not manufactured by us or not available to our company;
- Our items or materials do not meet specifications;
- Specifications not clearly understood or applicable (too vague, too rigid, etc.);
- Quantities too small;
- Insufficient time allowed for preparation of this bid;
- Incorrect address used. Correct mailing address is:

- Our branch/division handles this type of bid.
Correct name and mailing address is:

- We are unable to bid at this time but would like to continue to receive invitations for bids.

- We are unable to bid and wish to be removed from the bidder's lists.

NAME OF FIRM: _____

MAILING ADDRESS: _____

CITY/STATE/ZIP CODE: _____

BY: _____
Signature of Representative

DATE: _____

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

IRAN DIVESTMENT ACT

- A. By submission of this bid/proposal or by assuming the responsibility of a Contract awarded hereunder, the Bidder/Contractor (or any assignee) certifies that it is not on the "Entities Determined to Be Non-Responsive Bidders/Offerers Pursuant to the New York State Iran Divestment Act of 2012" list (Prohibited Entities List) posted on the OGS website at <http://www.ogs.ny.gov/about/reas/docs/ListofEntities.pdf> and further certifies that it will not utilize on such Contract, any subcontractor that is identified on the Prohibited Entities List. Additionally, Bidder/Contractor is advised that should it seek to renew or extend a contract awarded in response to the solicitation, it must provide the same certification at the time the Contract is renewed or extended.
- B. During the term of the Contract, should the East Islip School District receive information that a person (as defined in State Finance Law §165-a) is in violation of the above referenced certifications, the East Islip School District will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the East Islip School District shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the Contractor in default.
- C. The East Islip School District reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

Signature

Print Name

Title

Date

SPECIFICATIONS FOR SCHOOL KITCHEN SERVING LINES

1. The East Islip Union Free School District invites sealed bids to establish pricing for school kitchen serving lines to be delivered to a location within the East Islip Union Free School District. Bidders will provide pricing on the attached Bid Cost Report.
2. Item pricing shall be inclusive of all shipping, handling, packaging, delivery, freight and surcharges. No additional charges shall be permitted.
3. Bidders shall not offer their own terms and conditions; specifications contained herein shall prevail.
4. It is intended that these specifications do not hinder competition and bids to supply products that are equal or superior to the standards established in these specifications will be given every consideration.
5. As a representation of the District's required standards, brand names may be specified; however, all equivalent items shall be considered as follows:
 - a) If you are bidding other than as specified, place a check mark in the Alternate column of the Bid Cost Report
 - b) In the Alternate column of the Bid Cost Report, indicate the page number of the catalog/manufacturer's specification sheet where the alternate item is described fully
 - c) Include a copy of the catalog/manufacturer's specification sheet with your bid submittal Each attachment shall be clearly identified with the item number from the Bid Cost Report and the alternate item shall be circled
 - d) Responsibility is on the bidder to prove an Alternate is equal or superior to
6. The District reserves the right to award bids by item, group (sport) or in total, whichever is more advantageous to the District.

To assure that all contracts are familiar with Scope of Work a site walkthrough will be conducted on Monday December 19, 2022 at 8:30 a.m. All contractors will assemble in the Buildings & Grounds office located on the second floor of the Early Childhood Center, 1 Craig B. Gariepy Avenue, Islip Terrance, NY 11752. Attendance is strongly recommended. The District may not be able to accommodate any request to walk through at any other time.

SCOPE:

The purpose of this bid is to establish pricing for School Kitchen Serving Lines to be installed at John F. Kennedy (JFK) and Ruth C. Kinney Elementary Schools (RCK).

The contract will be awarded to the lowest, responsible bidder using the base bid that is in the best interest of the District.

All proposed school kitchen serving lines must be as specified or equal. The School District is seeking bids for the following:

**HOT FOOD SERVING COUNTER / TABLE
Delfield Model No. SH-3-NU OR EQUAL – Quantity 2**

Description of Product

SH-3-NU Three well hot food counter with enclosed base 34 inches high

TE - 12" Top extension

B-62 - 62" S/S V-Tray slide 12" wide with 3 ribs, located on customer side, mounted 32" high

E-62 - 62" S/S Workshelf 10" wide, located on operators side, mounted 34" high

F - Line-up interlock

P-50 - S/S Open under storage 9" height

Note – note custom: 12" pass thru space on right

G-50 Glass front counter protector 48.06 inches long x 18 inches wide. First tier S/S top and fixed from glass

36" standard height

120/208-230v/60/1-ph, 16.0 amps, 3000/3600watts, NEMA 14-20P, standard

TE12 Top Extension, 12" (added to base as flat top area)

P-50 Open under storage with shelf (Must specify center shelf if required)

F Line-Up Interlock Device

B-62 Tray Slide, drop down design, solid, 12", "V" ridge, stainless steel

E-62 Work Shelf, 10" fold-down, stainless steel

G-50 Glass front counter protector

SERVING COUNTER, COLD FOOD

Delfield Model No. SCSC-36-BP OR EQUAL – Quantity 2

Description of Product

Shelleysteel™ Cold Food Serving Counter, 26" x 21.62" x 7" deep, Bloomington style cold pan, drain with valve, reinforced stainless steel enclosed base, 5" casters, self-contained refrigeration, R290 Hydrocarbon refrigerant, 1/5 HP, cUL, UL, NSF

36" standard height

115v/60/1-ph, 7.0 amps, NEMA 5-15P, standard

TE24 Top Extension, 24" (added to base as flat top area)

PR-50 Open under storage with shelf

F Line-Up Interlock Device
B-60 Tray Slide, drop down design, solid, 12", "V" ridge, stainless steel
H-60 Display with glass shelves & sneeze guard, 2 tier

CASH REGISTER STAND

Delfield Model No. SCS-30 OR EQUAL – Quantity 2

Description of Product

30" Cashier's counter 34 inches high, drawer on right end
B-30 - 30" S/S V-tray slide 12" wide with 3 ribs located on customer side 32" high
F - Line-up interlock
Q - 115V/15A Outlet with 10 AMP. breaker
NOTE - NOTE CUSTOM: MODIFY LENGTH TO BE 28" WIDE

Q-2 115/15A outlet with 10A breaker
F Line-Up Interlock Device
B-30 Tray Slide, drop down design, solid, 12", "V" ridge, stainless steel

BID# 010323-1 School Kitchen Serving Lines

ITEMIZED COST PER BUILDING

HOT FOOD SERVING COUNTER / TABLE

Delfield Model No. SH-3-NU OR EQUAL – Quantity 2

Description of Product

SH-3-NU Three well hot food counter with enclosed base 34 inches high

	JFK	RCK	TOTAL
TE - 12" Top extension			
B-62 - 62" S/S V-Tray slide 12" wide with 3 ribs, located on customer side, mounted 32" high			
E-62 - 62" S/S Workshelf 10" wide, located on operators side, mounted 34" high			
F - Line-up interlock			
P-50 - S/S Open under storage 9" height			
Note – note custom: 12" pass thru space on right			
G-50 Glass front counter protector 48.06 inches long x 18 inches wide. First tier S/S top and fixed from glass			
TE12 Top Extension, 12" (added to base as flat top area)			
P-50 Open under storage with shelf			
F Line-Up Interlock Device			
B-62 Tray Slide, drop down design, solid, 12", "V" ridge, stainless steel			
E-62 Work Shelf, 10" fold-down, stainless steel			
G-50 Glass front counter protector			
TOTAL			

36" standard height

120/208-230v/60/1-ph, 16.0 amps, 3000/3600watts, NEMA 14-20P, standard

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36" standard height
115v/60/1-ph, 7.0 amps, NEMA 5-15P, standard**

	JFK	RCK	TOTAL
TE24 Top Extension, 24" (added to base as flat top area)			
PR-50 Open under storage with shelf			
F Line-Up Interlock Device			
B-60 Tray Slide, drop down design, solid, 12", "V" ridge, stainless steel			
H-60 Display with glass shelves & sneeze guard, 2 tier			
TOTAL			

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Q-2 115/15A outlet with 10A breaker			
F Line-Up Interlock Device			
B-30 Tray Slide, drop down design, solid, 12", "V" ridge, stainless steel			
TOTAL			

SUMMARY

	JFK	RCK
HOT FOOD SERVING COUNTER / TABLE		
SERVING COUNTER, COLD FOOD		
CASH REGISTER STAND		
SUB TOTAL		
DISCOUNT		
TOTAL		