## CERTIFICATION STATEMENT UNITED STATES DEPARTMENT OF AGRICULTURE DEBARMENT AND SUSPENSION

## INVITATION TO BID NOTICE TO BIDDERS

Notice is hereby given that the Rockville Centre School District invites the submission of sealed bids on: BAGELS

For the enclosed school districts. Bids will be received until 10 A.M. July 15, 2019

Rockville Centre UFSD 128 Shepherd Street ATTENTION: Beth Sather, Food Service Director

At, which time and place all bids will be publicly opened and read aloud. Mail bids to this address above. Bids should be received prior to the bid opening.

Bids should be clearly marked on the envelope "BAGEL BID" Please provide original bid plus one (1) copy.

The date and time of the bid opening as indicated must appear on the envelopes. Telephone quotations and amendments will not be accepted at any time.

TO: Beth Sather, Food Service Director 128 Shepherd Street Rockville Centre, NY 11570

PLEASE DOCUMENT YOUR EXACT CORPORATE NAME
NAME OF BIDDER
ADDRESS
PHONE NUMBER
NEITHER THIS BIDDER NOR ANY OF ITS PRINCIPALS (e.g. key employees) HAVE BEEN PROPOSED FOR DEBARMENT, DEBARRED OR SUSPENDED BY THE FEDERAL AGENCY.
IT IS THE RESPOSIBILITY OF THE BIDDER TO SIGN THIS CERTIFICATION STATEMENT AND SUBMIT IT WITH THIS BID.
SIGNATURE
TITLE
DATE

## GENERAL TERMS AND CONDITIONS

All invitations to bid issued by the Rockville Centre UFSD will bind bidders and successful bidders to the conditions and requirements set forth in these general conditions and such conditions shall form an integral part of each purchase contract awarded by the District.

- 1. All bids must be submitted on and in accordance with forms provided by the district; unit price must be submitted on bid form. Bids will not be accepted if not priced correctly.
- 2. All bids received after the time started in the Notice to Bidders may not be considered and will be returned to the bidder. The bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of the school district. Whether sent by mail or by means of personal delivery, the bidder assumes responsibility for having his bid deposited on time at the place specified.
- 3. All bids required by Notice to Bidders, specifications and Bid offer, in connection with each item against which a bid is submitted, must be given to constitute a regular bid.
- 4. The submission of a bid will be construed to mean that the bidder is fully informed as to the extent and character of the supplies, materials or equipment required and are presentation that the bidder can furnish the supplies, materials or equipment satisfactorily in complete compliance with the specifications.
- 5. All prices quoted must be "per unit" as specified e.g. do not quote "per case" when "per dozen" is requested; otherwise, bid may be rejected.
- 6. Bidders must insert the price per unit and the extensions against each item in his bid. In the event of a discrepancy between the unit price and the extension, the unit price will govern. Prices shall be extended in decimals, not fractions.
- 7. Prices shall be net, including transportation and delivery charges fully prepaid by the successful bidder to destination indicted in the proposal. If award is made on any other basis, transportation charges must be prepaid by the successful bidder and added to the invoice as a separate item. In any case, title shall not pass until items have been delivered and accepted.
- 8. Under penalty of perjury the bidder certifies that:
  - a. The bid has been arrived at, by the bidder independently and has been submitted without collusion with any other vendor of materials, supplies or equipment of the type described in the invitation of the bid and
  - b. The contents of the bid have not been communicated by the bidder, nor to its best knowledge and belief by any of its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished herewith prior to the official opening of the bid.
- 9. All bids must be sealed. They must be submitted either in plain, opaque envelopes. All bids must be marked clearly "Bagel Bid". Date and time must be indicated as indicated on the Notice to Bidders.

- 10. The District requests a representative sample of the item quote either prior to the award or before shipments are made. If the sample is not in accordance with the requirements of the specifications, the District may reject the bid; or if award has been made, cancel the contract at the expense of the successful bidder. All new products must have a sample submitted at the bid.
- 11. Samples requested by the district must be furnished free of charge and prior to bid opening. No samples will be accepted at the bid opening.
- 12. Awards will be made to the lowest responsible bidder, as will best promote the public interest, taking into consideration the reliability on the bidder, the quality of the materials, equipment or supplies to be furnished, their conformity with the specifications, the purposes for which required and the terms of delivery.
- 13. The District reserves the right to reject all bids. Also reserved is the right to reject, for cause, any bid in whole or in part; to waive technical defects, qualifications, irregularities and omissions if in its judgment the best interests of the school district will be served.
- 14. Where a bidder is requested to submit a bid on individual items and also on a total sum or sums, the right is reserved to award bids on individual items or on total sums.
- 15. If the successful bidder fails to deliver within the time specified, or within reasonable time as interpreted by the District, or fails to make replacement of rejected articles, when so requested immediately or as directed by the District, the School may purchase from other sources to take the place of the item rejected or not delivered. The school district reserves the right to authorize immediate purchase from other sources against rejections on any contract when necessary. On all such purchases the successful bidder agrees to reimburse the individual school district promptly for excess costs occasioned by such purchases. Should the cost be less, the successful bidder shall have no claim to the difference. Such purchases will be deducted from contract quantity.
- 16. A contract may be canceled at the successful bidder's expense upon non-performance of contract.
- 17. Cancellation of contract for any reason may result in removal of the successful bidder's name from mailing list for future proposals for an indeterminate period.
- 18. It is mutually understood and agreed that the successful bidder shall not assign, transfer, convey, sublet or otherwise dispose of the contract or his right, title, or interest therein, or his power to execute such contract to any other person, company or corporation without the previous written consent of the Rockville Centre UFSD.
- 19. Contractor shall indemnify, defend and hold harmless the School District, Rockville Centre UFSD nature (including legal fees) arising out of or in connection with performance of this agreement.
- 20. All deliveries will be equal to the accepted bid sample.
- 21. Unless otherwise stated in the specifications, all items must be delivered into and placed at a point within the building as directed by the Food Service Director. The successful bidder will be required to furnish proof of delivery on every instance.
- 22. A delivery ticket must accompany all deliveries. All schools are to be delivered separately at the mailing addresses enclosed.
- 23. This bid will be in effect from July 15, 2019 to June 30, 2020. Normal delivery is to be no earlier than 6:00 A.M. and no later than 7:30 A.M.
- 24. Payment for the used portion of an inferior delivery will be made by the school district on an adjusted price basis.

- 25. It is understood, that for billing purposes, the closing date is through the last day of each month and all deliveries made during that month should be included.
- 26. Quantities of all items on this bid are based on estimated requirements and may be adjusted from time to time during the term of this bid.
- 27. The process quoted in this bid shall be fixed for the contract term without Exception.
- 28. Should the contractor fail to meet a reasonable degree of cleanliness or fail consistently to meet the delivery schedule as defined by the District, the District reserves the right after due warning to make purchases on the open market, the difference in price being assumed by the Contractor.
- 29. All items furnished must be a good quality, normal flavor and odor, good color and generally free from extraneous material. The vendor will deliver product in closed bags or sealed boxes.
- 30. Prices as well as quality will be considered. Bidder is subject to rejection for the subsequent bid periods if he substitutes or delivers any item of lesser quality than specified.
- 31. Ingredient label, when requested, has to be made available.
- 32. Orders shall be placed, either by mail, telephone, fax, or through the distributor's representative. All orders are to be in the distributor's possession on Friday to cover deliveries for the following week. Any adjustments must be made forty-eight (48) hours in advance of delivery.
- 33. The minimum delivery will be 3 dozen bagels to the High School Building at 140 Shepherd Street, RVC, NY, 11570 and 3 dozen bagels to Middle School at 67 Hillside Avenue, RVC, NY 11570

## BID PROPOSAL FOR BAGEL PRODUCTS

The undersigned agrees to furnish the products described with full compliance of all terms of conditions and qualifications stated. All price quotes are net and shall be for the entire school year beginning July 15, 2019 through June 30, 2020. The bidder understands that in submitting this proposal he waives all rights to plead any misunderstanding regarding any of the conditions and quantities listed within the bid.

Date of Bid Opening: July 15, 2019 at 10:00 A.M.							
Name of Bidder:							
Address:							
Telephone #:	Fax:	_ E-Mail:					
Authorized Signature/Title:							

UNIT	UNIT PACKAGE	PRICE PER UNIT	TOTAL COST
Bagels, sliced	\$	\$	\$
Assorted per dozen			

Minimum weight: 3 OUNCES

No preservatives are to be added, retail quality baked within (12) hours of delivery.

Samples must be provided prior to bid opening.

Approximate quantity per year for Middle/ High School Building within the Rockville Centre School District Food Service

Whole Grain Assorted Bagels: 600 dozen and Regular Assorted Bagels: 1250 dozen