



BUREAU OF PURCHASING
ONE LARKIN CENTER, 3rd Floor
YONKERS, NY 10701-3888
Telephone (914) 377-6030
Fax (914) 377-6032

COVER SHEET - INVITATION FOR BIDS

SOLICITATION & CONTRACT DOCUMENTS FOR:

**PROVIDE VARIOUS FOOD PRODUCTS TO YONKERS PUBLIC SCHOOLS FOR
THE 2022-2023 SCHOOL YEAR**

BID NUMBER: RFB-6798
OPENING DATE: June 3, 2022
TIME: 2:00 PM (PREVAILING TIME)
BOCS APPROVAL DATE: _____
ASSIGNED BY PURCHASING
CONTRACT NO.: _____
ASSIGNED BY PURCHASING

BOARD OF EDUCATION

Rev. Steve Lopez, President
Dr. Rosalba Corrado Del Vecchio, Vice President

Mr. Lawrence R. Sykes	Mr. Kevin Cacace
Mr. Amjed I. Kuri	Dr. John Castanaro
Ms. Gail Burns	Ms. Rosemarie P. Linton
Ms. Sheila Greenwald	

Dr. Edwin Quezada
Superintendent of Schools

BIDDER TO FILL OUT (PLEASE PRINT):

LEGAL NAME OF BIDDER: CREAM-O-LAND DAIRIES LLC
ADDRESS: 629 CEDAR LN., FLORENCE NY 108518
(P. O. Boxes are not acceptable)
CONTACT: DIANE VAN DOREN **TITLE:** CONTRACTING
PHONE NO.: 609-499-3601 **FAX:** 609-499-8243
EMAIL: DIANE.VAN.DOREN@CREAMOLAND.COM
DATE: 5/24/22

**DO NOT RETURN ENTIRE BID PACKAGE -
ONLY RETURN WHAT IS LISTED IN THE "INFORMATION FOR BIDDERS", PAGE 6**

COMPLETE THIS FORM IN INK

BID NO.: RFB-6798

BID SCHEDULE OF PRICES - ITEMIZED - SEE SCHEDULE "B2 BREAD"

Item Award ☐

Class Award ☒

For furnishing and delivering the specified goods or services, which includes, without limitation all freight charges, demurrage, insurance, packaging, machinery, tools, labor, services, skill and other items of whatever nature required to fulfill the obligations under the resultant Contract, the Bidder agrees to accept in full compensation therefore the amount of the total bid sum of:

TOTAL BID FOR ITEMS 1 TO 14, INCLUSIVE, THE SUM OF:

PLEASE PRINT:

Written in Words: _____

_____ Dollars _____ Cents

Written in Figures: \$ _____

Discount for Prompt Payment: _____ % _____ Days, Net 30.

The Bidder hereby acknowledges receipt of all Solicitation Documents and Addenda through and including Addendum number _____ (Bidder to insert number of last Addendum received.)

Availability: _____

Contractor: _____

Address of Bidder: _____

Is this business a Certified Minority / Women Business Enterprise in New York State?

☐ Yes ☐ No

Prepared By: _____

Title: _____

Signature: _____ Telephone No.: _____

Fax No.: _____

E-Mail: _____ Date: _____

COMPLETE THIS FORM IN INK

BID NO.: RFB-6798

BID SCHEDULE OF PRICES - ITEMIZED - SEE SCHEDULE "B3 CANNED"

Item Award ☐

Class Award ☒

For furnishing and delivering the specified goods or services, which includes, without limitation all freight charges, demurrage, insurance, packaging, machinery, tools, labor, services, skill and other items of whatever nature required to fulfill the obligations under the resultant Contract, the Bidder agrees to accept in full compensation therefore the amount of the total bid sum of:

TOTAL BID FOR ITEMS 1 TO 55, INCLUSIVE, THE SUM OF:

PLEASE PRINT:

Written in Words: _____

_____ Dollars _____ Cents

Written in Figures: \$ _____

Discount for Prompt Payment: _____ % _____ Days, Net 30.

The Bidder hereby acknowledges receipt of all Solicitation Documents and Addenda through and including Addendum number _____ (Bidder to insert number of last Addendum received.)

Availability: _____

Contractor: _____

Address of Bidder: _____

Is this business a Certified Minority / Women Business Enterprise in New York State?

☐ Yes ☐ No

Prepared By: _____

Title: _____

Signature: _____ Telephone No.: _____

Fax No.: _____

E-Mail: _____ Date: _____

COMPLETE THIS FORM IN INK

BID NO.: RFB-6798

BID SCHEDULE OF PRICES – ITEMIZED - SEE SCHEDULE “B4 CEREAL”

Item Award ☐

Class Award ☒

For furnishing and delivering the specified goods or services, which includes, without limitation all freight charges, demurrage, insurance, packaging, machinery, tools, labor, services, skill and other items of whatever nature required to fulfill the obligations under the resultant Contract, the Bidder agrees to accept in full compensation therefore the amount of the total bid sum of:

TOTAL BID FOR ITEMS 1 TO 2, INCLUSIVE, THE SUM OF:

PLEASE PRINT:

Written in Words: _____

_____ Dollars _____ Cents

Written in Figures: \$ _____

Discount for Prompt Payment: _____ % _____ Days, Net 30.

The Bidder hereby acknowledges receipt of all Solicitation Documents and Addenda through and including Addendum number _____ (Bidder to insert number of last Addendum received.)

Availability: _____

Contractor: _____

Address of Bidder: _____

Is this business a Certified Minority / Women Business Enterprise in New York State?

☐ Yes ☐ No

Prepared By: _____

Title: _____

Signature: _____ Telephone No.: _____

Fax No.: _____

E-Mail: _____ Date: _____

COMPLETE THIS FORM IN INK

BID NO.: RFB-6798

BID SCHEDULE OF PRICES – ITEMIZED - SEE SCHEDULE “B5 CHEESE”

Item Award ☐

Class Award ☒

For furnishing and delivering the specified goods or services, which includes, without limitation all freight charges, demurrage, insurance, packaging, machinery, tools, labor, services, skill and other items of whatever nature required to fulfill the obligations under the resultant Contract, the Bidder agrees to accept in full compensation therefore the amount of the total bid sum of:

TOTAL BID FOR ITEMS 1 TO 5, INCLUSIVE, THE SUM OF:

PLEASE PRINT:

Written in Words: _____

_____ Dollars _____ Cents

Written in Figures: \$ _____

Discount for Prompt Payment: _____ % _____ Days, Net 30.

The Bidder hereby acknowledges receipt of all Solicitation Documents and Addenda through and including Addendum number _____ (Bidder to insert number of last Addendum received.)

Availability: _____

Contractor: _____

Address of Bidder: _____

Is this business a Certified Minority / Women Business Enterprise in New York State?

☐ Yes ☐ No

Prepared By: _____

Title: _____

Signature: _____ Telephone No.: _____

Fax No.: _____

E-Mail: _____ Date: _____

COMPLETE THIS FORM IN INK

BID NO.: RFB-6798

BID SCHEDULE OF PRICES - ITEMIZED - SEE SCHEDULE "B6 DIVERSION ITEMS"

Item Award ☐

Class Award ☒

For furnishing and delivering the specified goods or services, which includes, without limitation all freight charges, demurrage, insurance, packaging, machinery, tools, labor, services, skill and other items of whatever nature required to fulfill the obligations under the resultant Contract, the Bidder agrees to accept in full compensation therefore the amount of the total bid sum of:

TOTAL BID FOR ITEMS 1 TO 4, INCLUSIVE, THE SUM OF:

PLEASE PRINT:

Written in Words: _____

_____ Dollars _____ Cents

Written in Figures: \$ _____

Discount for Prompt Payment: _____ % _____ Days, Net 30.

The Bidder hereby acknowledges receipt of all Solicitation Documents and Addenda through and including Addendum number _____ (Bidder to insert number of last Addendum received.)

Availability: _____

Contractor: _____

Address of Bidder: _____

Is this business a Certified Minority / Women Business Enterprise in New York State?

☐ Yes ☐ No

Prepared By: _____

Title: _____

Signature: _____ Telephone No.: _____

Fax No.: _____

E-Mail: _____ Date: _____

COMPLETE THIS FORM IN INK

BID NO.: RFB-6798

BID SCHEDULE OF PRICES – ITEMIZED - SEE SCHEDULE “B7 FROZEN”

Item Award ☐

Class Award ☒

For furnishing and delivering the specified goods or services, which includes, without limitation all freight charges, demurrage, insurance, packaging, machinery, tools, labor, services, skill and other items of whatever nature required to fulfill the obligations under the resultant Contract, the Bidder agrees to accept in full compensation therefore the amount of the total bid sum of:

TOTAL BID FOR ITEMS 1 TO 48, INCLUSIVE, THE SUM OF:

PLEASE PRINT:

Written in Words: _____

_____ Dollars _____ Cents

Written in Figures: \$ _____

Discount for Prompt Payment: _____ % _____ Days, Net 30.

The Bidder hereby acknowledges receipt of all Solicitation Documents and Addenda through and including Addendum number _____ (Bidder to insert number of last Addendum received.)

Availability: _____

Contractor: _____

Address of Bidder: _____

Is this business a Certified Minority / Women Business Enterprise in New York State?

☐ Yes ☐ No

Prepared By: _____

Title: _____

Signature: _____ Telephone No.: _____

Fax No.: _____

E-Mail: _____ Date: _____

COMPLETE THIS FORM IN INK

BID NO.: RFB-6798

BID SCHEDULE OF PRICES - ITEMIZED - SEE SCHEDULE "B8 MEAT"

Item Award ☐

Class Award ☒

For furnishing and delivering the specified goods or services, which includes, without limitation all freight charges, demurrage, insurance, packaging, machinery, tools, labor, services, skill and other items of whatever nature required to fulfill the obligations under the resultant Contract, the Bidder agrees to accept in full compensation therefore the amount of the total bid sum of:

TOTAL BID FOR ITEMS 1 TO 11, INCLUSIVE, THE SUM OF:

PLEASE PRINT:

Written in Words: _____

_____ Dollars _____ Cents

Written in Figures: \$ _____

Discount for Prompt Payment: _____ % _____ Days, Net 30.

The Bidder hereby acknowledges receipt of all Solicitation Documents and Addenda through and including Addendum number _____ (Bidder to insert number of last Addendum received.)

Availability: _____

Contractor: _____

Address of Bidder: _____

Is this business a Certified Minority / Women Business Enterprise in New York State?

☐ Yes ☐ No

Prepared By: _____

Title: _____

Signature: _____ Telephone No.: _____

Fax No.: _____

E-Mail: _____ Date: _____

BID NO.: RFB-6798

Item Award ☐

For furnishing and delivering the specified goods or services, which includes, without limitation all freight charges, demurrage, insurance, packaging, machinery, tools, labor, services, skill and other items of whatever nature required to fulfill the obligations under the resultant Contract, the Bidder agrees to accept in full compensation therefore the amount of the total bid sum of:

Written in Words: SEVEN HUNDRED THIRTY ONE THOUSAND
THREE¹¹ HUNDRED SEVENTY FIVE Dollars 00 Cents

Discount for Prompt Payment: 0 % Days, Net 30.

Availability: _____


Contractor: CREAM-O-LAND DAIRIES LLC

Address of Bidder: 529 CEDAR LN.
FLORENCE, NJ 08518

☐ Yes ☒ No

Prepared By: JAY SCHNEIDER

Title: MEMBER

Signature:  Telephone No.: 604-499-3601

Fax No.: 609-499-8743

E-Mail: DIANEVANDOREN@CREMHOLAND.COM Date: 5/24/22

COMPLETE THIS FORM IN INK

BID NO.: RFB-6798

BID SCHEDULE OF PRICES – ITEMIZED - SEE SCHEDULE “B10 SNACK”

Item Award ☐

Class Award ☒

For furnishing and delivering the specified goods or services, which includes, without limitation all freight charges, demurrage, insurance, packaging, machinery, tools, labor, services, skill and other items of whatever nature required to fulfill the obligations under the resultant Contract, the Bidder agrees to accept in full compensation therefore the amount of the total bid sum of:

TOTAL BID FOR ITEMS 1 TO 22, INCLUSIVE, THE SUM OF:

PLEASE PRINT:

Written in Words: _____

_____ Dollars _____ Cents

Written in Figures: \$ _____

Discount for Prompt Payment: _____ % _____ Days, Net 30.

The Bidder hereby acknowledges receipt of all Solicitation Documents and Addenda through and including Addendum number _____ (Bidder to insert number of last Addendum received.)

Availability: _____

Contractor: _____

Address of Bidder: _____

Is this business a Certified Minority / Women Business Enterprise in New York State?

☐ Yes ☐ No

Prepared By: _____

Title: _____

Signature: _____ Telephone No.: _____

Fax No.: _____

E-Mail: _____ Date: _____

BID AND BIDDER'S AFFIDAVIT

Bid No.: RFB-6798

By submission of this bid and the execution of the Bidder's Affidavit, the Bidder hereby submits a binding offer to furnish all required work and meet all other obligations set forth in the Contract Documents, and all addenda thereto, whether received by the undersigned or not; for the total sum indicated below:

Bid Amount: SEVEN HUNDRED THIRTY ONE THOUSAND
THREE HUNDRED SEVENTY FIVE Dollars, 00 Cents.

Printed in words

\$ 731,375.00

(Total Bid in Figures)

By submission of this bid, the Bidder acknowledges that it has read the 1) Information for Bidders, 2) Form of Contract, 3) Schedule "A", Scope of Services, 4) All Schedules, and 5) all addenda (if any).

Bid Made by:

(Firm Legal Name) CREAM-O-LAND DAIRIES, LLC

Address: 529 CEDAR LN., FLORENCE NJ 08518

By:

[Signature]
(Signature-Authorized Officer)

JAY SCHNEIER
(Print Name)

MEMBER
(Print Title)

Telephone: 609-449-3601

Fax: 609-449-8243

Tax ID Number: 22 3629742

Date: 5/24/22

The Bidder's authorized representative on this Project shall be JAY SCHNEIER, MEMBER

Additionally, by submission of this bid and the execution of the Bidder's Affidavit each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies on behalf of its own organization, under penalty of perjury, that to the best of his/her knowledge and belief:

A. The prices in the 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 with any competitor;

B. Unless otherwise required by law, the prices which have been quoted in the 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;

C. 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;

A bid shall not be considered for award nor shall any award be made where [A], [B], [C] above have not been complied with; provided however, that if in any case the bidder(s) cannot make the foregoing certification, the bidder shall so state and shall furnish below a signed statement which sets forth in detail the reasons therefore: [affix addendum to this page if space is required for Statement.]

D. The bidder is not in arrears to the City of Yonkers upon debt, contract or taxes and is not a defaulter, as surety or otherwise, upon obligation to the City of Yonkers;

E. The bid prices are to cover all expenses of every kind incidental to the completion of the work and the Contract therefore, including all claims that may arise through damage or any other cause whatever, and for those items for which the prices are established in the Specifications, hereby agree to perform such additional work and supply such additional material at the prices therein established;

F. The Bidder shall make no claim on account of any variations between the quantities of the approximate estimate and the quantities of the work as done, nor on account of any misconception or misunderstanding of the nature and character of the work to be done, or of the ground or place where it is to be done;

G. The bidder is the only one interested in this bid; and it is made without any connection with any other person or persons making an estimate for the same work, and is in all respects fair, and without collusion or fraud;

H. No member of the municipal government of the City of Yonkers nor any officer or employee of the City, is directly or indirectly interested in this bid, or in the supplies or the material for the work or in any portion of the profit thereof;

I. Fair and Ethical Business Practices will be strictly adhered to during the life of this Contract. During the term of this Contract, neither the Bidder nor any director, partner, principal, officer or employee shall:

1. File with a government office or employee, a written instrument which intentionally contains a false statement or false information;
2. Intentionally falsify business records;
3. Give, or offer to give, money or any other benefit to a labor official with intent to influence that labor official with respect to any of his or her acts, duties or decisions as a labor official;
4. Give, or offer to give, money or any other benefit to a public servant with intent to influence that public servant with respect to any of his or her acts, duties or decisions as a public servant; and

5. Knowingly participate in the criminal activities of any organized crime group, syndicate or family, nor shall any person employed by or associated with any such organized crime family, syndicate or group participate through criminal means in any of the business affairs of the Bidder.

J. In addition, if it becomes known that any director, partner, officer, employee of the Bidder, or any shareholder owning 5% or more of the Bidder's stock:

1. is the subject of investigation involving any violation of criminal law or other federal, state or local law or regulation by any governmental agency; or
2. is arrested, indicted or named as an unindicted co-conspirator in any indictment or other accusatory instrument; or
3. is convicted of any felony under state or federal law and/or any misdemeanor involving a business-related crime.

The Bidder shall immediately notify the City of any such event.

AFFIDAVIT WHERE THE BIDDER IS A CORPORATION

STATE OF NEW JERSEY, COUNTY OF BURLINGTON
as: JAY SCHNEER being duly sworn,
says:

I am a member of CREAM-O-LAND DAIRIES, LLC,
the above named corporation whose name is subscribed to and which executed the foregoing bid.
I reside at 529 CEDAR LN, FLORENCE NJ 08518

I have full knowledge of the matters pertaining thereto.

[Signature]
(Signature of the person who signed the Bid)

ACKNOWLEDGEMENT WHERE THE CONTRACTOR IS A CORPORATION

STATE OF NEW JERSEY)
COUNTY OF BURLINGTON) ss:

On the 1st day of June, in the year 2022 before me personally
came JAY SCHNEER, to me known, who, being
by me duly sworn, did depose and say that he/she resides at
529 CEDAR LN, FLORENCE NJ 08518, that she is the
MEMBER of CREAM-O-LAND DAIRIES, LLC, the
corporation described in and which executed the above instrument; and that he/she signed his/her
name thereto by order of the Board of Directors of said corporation.

[Signature]
Notary Public

If a Corporation, Bidder must complete both Affidavit and Acknowledgement sections and
submit this page with its bid

(Bid and Bidder's Affidavit)

MICHELE R. PENNACCHI
Notary Public, State of New Jersey
Commission # 50163436
My Commission Expires 6/24/2026

AFFIDAVIT WHERE BIDDER IS A PARTNERSHIP

STATE OF _____, COUNTY OF _____

as:

_____ being duly sworn,

says:

I am a member of _____ the
above named partnership whose name is subscribed to and which executed the foregoing bid. I
reside at _____

_____. I have full
knowledge of the matters pertaining thereto.

(Signature of the person who signed the Bid)

ACKNOWLEDGEMENT OF CONTRACTOR, IF A PARTNERSHIP

STATE OF _____)
COUNTY OF _____) ss:

On the _____ day of _____, in the year 20____, before me
personally came _____, to me known and known
to me to be a member of the firm _____; described in
and who executed the foregoing instrument; and he/she duly acknowledged to me that he/she
executed the same for and in behalf of said firm for the uses and purpose mentioned therein.

Notary Public

If a Partnership, Bidder must complete both Affidavit and acknowledgement sections and submit
this page with its bid.

(Bid and Bidder's Affidavit)

AFFIDAVIT WHERE BIDDER IS AN INDIVIDUAL

STATE OF _____, COUNTY OF _____
as:

_____ being duly sworn,
says:

I am the person who submitted the foregoing bid. I have full knowledge of the matters
pertaining thereto.

(Signature of the person who signed the Bid)

ACKNOWLEDGEMENT OF CONTRACTOR, IF AN INDIVIDUAL

STATE OF _____)
) ss:
COUNTY OF _____)

On the _____ day of _____, in the year 20____, before me personally
same _____, to me known and known to me to be the
person described in and who executed the foregoing instrument, and he/she duly acknowledged
that the/she executed the same.

Notary Public

If an Individual, Bidder must complete both Affidavit and Acknowledgement sections and
submit this page with its bid.

(Bid and Bidder's Affidavit)



ONE LARKIN CENTER 3RD FLOOR
Yonkers, New York 10701
(914) 377-6035
Fax: (914) 377-6032
email: thomas.collich@yonkersny.gov

CITY OF YONKERS
Purchasing

Mike Spano, Mayor
Tom Collich, Director

VENDOR BACKGROUND QUESTIONNAIRE

BID NO.: RFB-6798

OPENING DATE: 6.3.22

This questionnaire has been developed to collect information from vendors/contractors wishing to do business with the City of Yonkers.

Please complete the questionnaire carefully, answering all questions truthfully and accurately. Answers **must be printed in black or blue ink**. If you need more space to answer a question, **print the answer on company letterhead** and attach it to the questionnaire. **ANSWER ALL QUESTIONS - DO NOT LEAVE BLANKS**. Failure to submit a complete and accurate questionnaire may result in your bid or proposal being rejected as non-responsive and, therefore, ineligible for award.

GENERAL INFORMATION Initial Application: YES ☐ NO ☒ Revision: YES ☐ NO ☒

1. Submitting Business Name CREAM & LAND DAIRIES, LLC.
EIN/SSN 22 3629742
Dun & Bradstreet # 80975 0925
"Doing Business As" Name(s), if any —
Business Address and date business 12/28/1998
located at this address 529 CEDAR LN., FLORENCE NY 08618
Other business addresses, if any (satellite —
offices, plants, warehouses, branch offices —
headquarters, etc.) —
Mailing address, if different from above —

Telephone Number 609-499-3601
Fax Number 609-499-8240
E-Mail JASON.ZURN@CREAMOLAND.COM
Contact Person and Title JASON ZURN
Company website WWW.CREAM

2. Does this business now, or has it in the past 10 years, used an EIN, SSN, Name, Trade Name or abbreviation other than those given in the above question? YES ☐ NO ☒ If YES, please provide details and explain: —

3. Has this business changed addresses in the past five years? YES ☐ NO ☒ If YES, please provide all complete former addresses: —

4. a. Date business was formed _____
b. Date business was incorporated 12/28/1998
5. Type of Organization (Please circle one)
a. Business Corporation
State/County in which incorporated NEW JERSEY
Name of individuals/entities incorporating business _____
b. Sole Proprietorship
c. General Partnership/ Limited Partnership
State or County where partnership certificate/agreement is filed _____
d. Joint Venture
e. Non Profit
f. Not for Profit
g. Other (Explain) _____
6. Type of Business (Please circle one)
a. Manufacturing
b. Distribution
c. Retail
d. Commercial Service
e. Professional Service, Non Construction, Non-Law
f. Bank
g. Construction Manager
h. Architect
i. Engineer
j. General Contractor
k. Consultant (Specify) _____
l. Laboratory Testing and Analysis
m. Law Firm
n. Other (Explain) _____
7. Has this business been certified by a government entity (SBA, NYC, etc.) as a Minority Business, Women-Owned Business, Disadvantaged Business or Small Business Enterprise?
YES ☐, NO ☒. If YES, please explain. _____
- a. Do you perform outreach to any of these Enterprises to perform subcontracting work?
YES ☐, NO ☒
- b. Will you use one of these Enterprises as a subcontractor on work performed for the City of Yonkers? YES ☐, NO ☒ If YES, explain. _____

BUSINESS HISTORY

8. Was this business purchased as an existing business by its present owners? YES ☐, NO ☒.
If YES, please provide date of purchase and name(s) of previous owner(s). _____
9. Does this business own ☒, rent ☐, or lease ☐ its office facilities? (Please check one). If leased or rented, please provide name, address, and telephone number of building owner/landlord. _____

10. Does this business share office space, staff, equipment, or expenses with any other business or not-for-profit organization? YES ☐, NO ☒ If YES, please provide the name and address of the other entity and nature of relationship to this business.

11. Will this business use or occupy any real property, other than the addresses listed in response to Question 1., to carry out the terms of any contract you may receive from the City of Yonkers? YES ☐, NO ☒. If YES, please provide details and explain.

BUSINESS PRINCIPALS

12. For all proprietors, partners, directors, officers, shareholders of 5% or more of the businesses' issued stock, any manager or individual who takes part in overall policy making or financial decisions for the business, and any person in a position to control or direct the businesses' overall operations, please provide name, home address, date of birth, social security number, title, percentage of ownership, and business telephone number.

JAY SCHNEIDER MEMBER 529 CEDAR LN. FLORENCE NJ 08518

ROBERT SCHNEIDER MEMBER 529 CEDAR LN. FLORENCE NJ 08518

13. Number of Employees ≈ 400

14. Is this business now or has it been in the last five years a subsidiary of another business? YES ☐, NO ☒. In this period, has another business been a partner in this business, or has another business been affiliated with this business through common ownership, management or agreement, or has another business owned 5% or more of this business? YES ☐, NO ☒. If YES, please provide details and explain.

15. Has this business or any other business listed in response to question 14 pledged or hypothecated 5% or more of its stock to another business or to an individual to guarantee payment for a debt or obligation? YES ☐, NO ☒. If YES, please provide details and explain.

16. Is this business or any business listed in response to question 14 now or has it been in the last five years:

a. The owner of 5% or more or in control of another business, an affiliate or a subsidiary? YES ☐, NO ☐

b. A vendor of or contractor to the City of Yonkers? YES ☒, NO ☐

c. A subcontractor on any contract with the City of Yonkers? YES ☐, NO ☒

If YES to any above, please provide details and explain.

17. Are any of the persons listed in answer to question 12 now or have been in the past, elected or appointed officials or officers or employees of the City of Yonkers? YES ☐, NO ☒. If YES, please provide details and explain.

18. Has this business or any business listed in response to question 14 at present or has it ever been:

- a. Debarred by any agency* from entering contracts? YES ☐, NO ☒.
- b. Found not responsible by any government agency? YES ☐, NO ☒.
- c. Declared in default and/or terminated for cause on any contract, and/or had any contract cancelled for cause? YES ☐, NO ☒.
- d. Suspended by any government agency from entering any contract with it? YES ☐, NO ☒.
- e. Party to any action pending that could formally debar or otherwise effect this business' ability to bid or propose on contracts? YES ☐, NO ☒.
- f. A respondent before the Grand Jury or any Federal, State or City Board? YES ☐, NO ☒.
- g. Unable to execute a contract with a government agency because it could not provide the required security or obtain a surety bond? YES ☐, NO ☒.
- h. Required to pay liquidated damages on a contract? YES ☐, NO ☒.
- i. In default on any obligation to, or subject to any unsatisfied judgment or lien obtained by a government agency, including judgments based on taxes owed? YES ☐, NO ☒.
- j. Filed a bankruptcy petition or been subject to any involuntary bankruptcy proceedings? YES ☐, NO ☒.
- k. Subject of termination for cause or revocation of permits, licenses, concessions, franchises, or leases? YES ☐, NO ☒.
- l. Subject of a criminal investigation** or civil anti-trust investigation by any Federal, State or Local prosecutorial or investigative agency? YES ☐, NO ☒.
- m. Subject of an investigation by any government agency, including regulatory agencies (Security Exchange Commissions, Federal Communications Commission, Department of Consumer Affairs, etc.) YES ☐, NO ☒.

If you answered YES TO ANY OF THE QUESTIONS IN ITEM 18, please provide details including dates, agency/entity names, and disposition on company letterhead.

* Government agency includes City, State and Federal Public Agencies, quasi-public agencies, authorities and corporations, public development corporations and local development corporations.

** An investigation includes an appearance before a grand jury by a person or representatives of a business entity, any oral or written inquiry, or review of documents by a public agency, temporary commission or other investigative body, or questioning concerning the general operation or a specific project or activities of business entity or the activities of a person.

19. In the last five years, have any of the persons listed in response to question 12:

- a. Been the subject of an investigation involving any alleged violation of criminal law? YES ☐, NO ☒.
- b. Been arrested, indicted or named as an unindicted co-conspirator in any indictment or other legal instrument? YES ☐, NO ☒.
- c. Been convicted, after trial or by plea, of any felony under State or Federal Law? YES ☐, NO ☒.
- d. Been convicted of any misdemeanor involving business-related crimes? YES ☐, NO ☒.
- e. Entered a plea of nolo contendere in a legal proceeding? YES ☐, NO ☒.
- f. Entered a consent decree? YES ☐, NO ☒.
- g. Been granted immunity from prosecution for any business-related conduct constituting a crime under State or Federal Law? YES ☐, NO ☒.

If you answered YES TO ANY OF THE QUESTIONS IN ITEM 19, please provide details including dates, agency/entity names, and disposition on company letterhead.

20. Has any person listed in response to question 12 been employed by or affiliated with any person or business that has:
- a. Been the subject of an investigation involving any alleged violation of criminal law? YES ☐, NO ☒.
 - b. Been arrested, indicted or named as an unindicted co-conspirator in any indictment or other legal instrument YES ☐, NO ☒.
 - c. Been convicted, after trial or by plea, of any felony under State or Federal Law? YES ☐, NO ☒.
 - d. Been convicted of any misdemeanor involving business-related crimes? YES ☐, NO ☒.
 - e. Entered a plea of nolo contendere in a legal proceeding? YES ☐, NO ☒.
 - f. Entered a consent decree? YES ☐, NO ☒.
 - g. Been granted immunity from prosecution for any business – related conduct constituting a crime under State or Federal Law? YES ☐, NO ☒.

If you answered YES TO ANY OF THE QUESTIONS IN ITEM 20, please provide details including dates, agency/entity names, and disposition on company letterhead.

21. Has this or any business listed in response to question 14 or any person listed in response to question 12 failed to pay any applicable Federal, State or Local government taxes for the past five years? YES ☐, NO ☒. If YES, explain _____
22. In the past five years, has this or any business listed in response to question 14 or any person listed in response to question 12 committed any act of collusion, bid rigging or price fixing in submitting a competitive bid? YES ☐, NO ☒.
If YES, explain _____
23. Licensing: List jurisdiction and trade categories in which your organization is legally qualified to do business (if applicable), and attach legible copies of registrations and/or licenses.

Jurisdiction

Trade Category

24. Pursuant to Executive Order No 6-2013, "delinquent Contractors shall not be deemed responsible bidders for purposes of awarding contract. It is the policy of the City of Yonkers to disqualify persons or business entities which are delinquent in financial obligations to the City or its affiliated agencies, boards or commissions from participating in City contracts and business opportunities." Is the Contractor currently delinquent in its financial obligations to the City or its affiliated agencies, boards or commissioners? YES ☐, NO ☒.
If YES, explain _____

25. Does the Contractor or Controlling Person(s) own any property within the City of Yonkers?
YES ___ NO ☒

If "Yes," please list the address of each property.

26. If requested, the Bidder shall provide a list of references on company letterhead in this format:

1. Agency/owner
2. Contract number
3. Contract title
4. Name & location of project
5. Contact name, telephone number, address
6. Brief description of work and services provided
7. Indicate if you were a prime or sub-contractor
8. If you were the prime contractor and sub-contractors were used, identify the names of the sub-contractors and describe the work they performed
9. Period of performance
10. Original contract amount
11. Current or final contract amount
12. Number of change orders
13. Reason for change orders
14. Describe any area of the scope-of-work considered unique
15. Indicate any key individuals who participated in this contract that are proposed to be assigned to the City/YPS contract

CERTIFICATION

A materially false statement willfully or fraudulently made in connection with this questionnaire is sufficient cause for rendering the business entity not responsible with respect to the present bid or proposal and future bids or proposals, and in addition, may subject the person and/or entity making the false statement to criminal charges, including but not limited to New York State Penal Law sections 175.35 (Offering a false statement for filing) and 210.40 (Sworn false statement) and/or Title 18 U.S.C. sections 1001 (False or fraudulent statement) and 1341 (Mail fraud).

I, Jay Schaefer, being duly sworn, state that I am the

Print or Type Name of Bidder/Proposer Authorized Representative

MEMBER of CREDH-D-LAND DAIRIES, LLC, and Print or
Type Title of Bidder/Proposer Authorized Representative Print or Type Name of Entity Submitting
Bid/Proposal

I have read and understand the questions contained in the attached questionnaire and its appendices. I certify that to the best of my knowledge the information given in response to each question and appendices is full, complete, and truthful.

I will notify the City of Yonkers in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of any contract with the City.

I acknowledge that the City of Yonkers may, by means it deems appropriate, determine the accuracy and truth of the statements made in this questionnaire.

I recognize that all information submitted is for the express purpose of inducing the City to enter a contract with the submitting business entity.

I authorize the City to contact any entity or person named in this questionnaire, for purposes of verifying the information submitted.

Signature of Bidder/Proposer Authorized Representative

STATE OF _____)

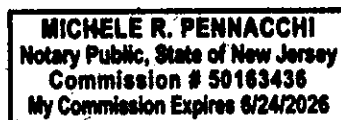
COUNTY OF _____) SS:

On the 1st day of June, in the year 2022, before me personally came JAY SCHNEIER, to me known and known to me to be the person
Print or Type Name of Bidder/Proposer Authorized Representative

described in and who executed the foregoing instrument, and he/she duly acknowledged that he/she executed the same.

Notary Public

Place Notary Public Stamp Here:



THIRTY-NINTH: The Contractor shall remove all waste material in connection with the Work from the property of The City of Yonkers, if any. All waste material in connection with the Work shall become the property of the Contractor and shall be disposed of in keeping with all applicable Federal, State, and local laws, rules, and regulations. The Contractor shall, on a daily basis, thoroughly clean and keep clean the work site, all roadways, sidewalks, and other indoor and outdoor areas in connection with this Work.

FORTIETH: This Contract shall not be enforceable until signed by both parties and approved by the Office of the Corporation Counsel.

IN WITNESS WHEREOF: The Superintendent, or his/her authorized designee, on behalf of the City of Yonkers/YPS and the Contractor, have executed this agreement in duplicate for the purposes herein mentioned.

YONKERS PUBLIC SCHOOLS

CREAM-O-LAND DAIRIES, LLC
Name of Contractor

By: _____

Name: Dr. Edwin Quezada

Title: Superintendent of Schools

Date: _____

By: JAY SCHNEIDER

Name: [Signature]

Title: MEMBER

Date: 12/1/22

By: _____

Name: Rev. Steve Lopez

Title: President, Board of Education

Date: _____

APPROVED AS TO FORM

Yonkers Senior Associate Corporation Counsel

TO BE COMPLETED BY CITY OF YONKERS BUREAU OF PURCHASING

DATE OF B.O.C.S. APPROVAL:

INITIATING DEPARTMENT:

FOOD SERVICES

PURCHASING CONTACT- BUYER:

Joan Heslop

CERTIFICATE OF AUTHORITY
(CORPORATION)

I, CARL SWICK
(Officer other than officer signing contract)

certify that I am the CFO of
(Title)
the CREAM-O-LAND DAIRIES, LLC
(Name of Corporation)

a corporation duly organized and in good standing under the _____
(Law under which organized, e.g., the New York Business Corporation Law) named in the
foregoing contract; that
JAY SCHNEIER
(Person executing contract)

who signed said contract on behalf of the CREAM-O-LAND DAIRIES, LLC
(Name of Corporation)

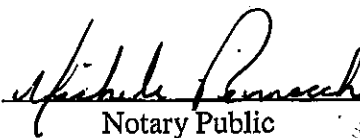
was, at the time of execution
MEMBER
(Title of such person)

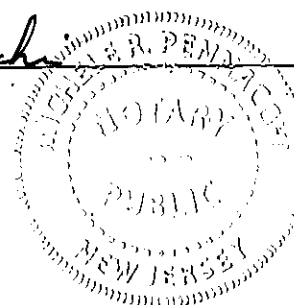
of the Corporation and that said contract was duly signed for and on behalf of said Corporation
by authority of its Board of Directors, thereunto duly authorized and that such authority is in full
force and effect at the date hereof.


(Signature)

STATE OF _____)
) ss.:
CITY OF _____)

On the 1st day of JUNE in the year 2022 before me, the undersigned, a
Notary Public in and for said State, JAY SCHNEIER personally appeared,
personally known to me or proved to me on the basis of satisfactory evidence to be the officer
described in and who executed the above certificate, who being by me duly sworn did depose
and say that he/she resides at 529 CEDAR LN FLORENCE NJ
and he/she is an officer of said corporation; that he/she is duly authorized to execute said
certificate on behalf of said corporation, and that he/she signed his/her name thereto pursuant to
such authority.


Notary Public



MICHELE R. PENNACCHI
Notary Public, State of New Jersey
Commission # 50163436
My Commission Expires 6/24/2026

SCHEDULE "B2 Bread"
BID SCHEDULE OF PRICES

Enter unit prices and extended totals on the attached Schedule B-2 Excel Spreadsheet.

Grand Total for items 1 – 14 written in figures: _____

Grand Total for items 1 – 14 written in words: _____

Specify lead time: _____ calendar days after receipt of purchase order.

BIDDER'S LEGAL BUSINESS NAME:

BUSINESS ADDRESS:

NAME OF AUTHORIZED OFFICER OF BIDDER (TYPE OR PRINT):

TITLE:

SIGNATURE OF AUTHORIZED OFFICER OF BIDDER:

TELEPHONE:

FAX:

EMAIL:

DATE:

SCHEDULE "B3 Canned"
BID SCHEDULE OF PRICES

Enter unit prices and extended totals on the attached Schedule B-3 Excel Spreadsheet.

Grand Total for items 1 – 55 written in figures: _____

Grand Total for items 1 – 55 written in words: _____

Specify lead time: _____ calendar days after receipt of purchase order.

BIDDER'S LEGAL BUSINESS NAME:

BUSINESS ADDRESS: _____

NAME OF AUTHORIZED OFFICER OF BIDDER (TYPE OR PRINT):

TITLE: _____

SIGNATURE OF AUTHORIZED OFFICER OF BIDDER:

TELEPHONE: _____

FAX: _____

EMAIL: _____

DATE: _____

SCHEDULE "B4 Cereal"
BID SCHEDULE OF PRICES

Enter unit prices and extended totals on the attached Schedule B-4 Excel Spreadsheet.

Grand Total for items 1 – 2 written in figures: _____

Grand Total for items 1 – 2 written in words: _____

Specify lead time: _____ calendar days after receipt of purchase order.

BIDDER'S LEGAL BUSINESS NAME:

BUSINESS ADDRESS:

NAME OF AUTHORIZED OFFICER OF BIDDER (TYPE OR PRINT):

TITLE:

SIGNATURE OF AUTHORIZED OFFICER OF BIDDER:

TELEPHONE:

FAX:

EMAIL:

DATE:

SCHEDULE "B5 Cheese"
BID SCHEDULE OF PRICES

Enter unit prices and extended totals on the attached Schedule B-5 Excel Spreadsheet.

Grand Total for items 1 – 5 written in figures: _____

Grand Total for items 1 – 5 written in words: _____

Specify lead time: _____ calendar days after receipt of purchase order.

BIDDER'S LEGAL BUSINESS NAME:

BUSINESS ADDRESS: _____

NAME OF AUTHORIZED OFFICER OF BIDDER (TYPE OR PRINT):

TITLE: _____

SIGNATURE OF AUTHORIZED OFFICER OF BIDDER:

TELEPHONE: _____

FAX: _____

EMAIL: _____

DATE: _____

SCHEDULE "B6 Diversion Items"
BID SCHEDULE OF PRICES

Enter unit prices and extended totals on the attached Schedule B-6 Excel Spreadsheet.

Grand Total for items 1 – 4 written in figures: _____

Grand Total for items 1 – 4 written in words: _____

Specify lead time: _____ calendar days after receipt of purchase order.

BIDDER'S LEGAL BUSINESS NAME:

BUSINESS ADDRESS: _____

NAME OF AUTHORIZED OFFICER OF BIDDER (TYPE OR PRINT):

TITLE: _____

SIGNATURE OF AUTHORIZED OFFICER OF BIDDER:

TELEPHONE: _____

FAX: _____

EMAIL: _____

DATE: _____

SCHEDULE "B7 Frozen Items"
BID SCHEDULE OF PRICES

Enter unit prices and extended totals on the attached Schedule B-7 Excel Spreadsheet.

Grand Total for items 1 – 48 written in figures: _____

Grand Total for items 1 – 48 written in words: _____

Specify lead time: _____ calendar days after receipt of purchase order.

BIDDER'S LEGAL BUSINESS NAME:

BUSINESS ADDRESS: _____

NAME OF AUTHORIZED OFFICER OF BIDDER (TYPE OR PRINT):

TITLE: _____

SIGNATURE OF AUTHORIZED OFFICER OF BIDDER:

TELEPHONE: _____

FAX: _____

EMAIL: _____

DATE: _____

SCHEDULE "B8 Meat"
BID SCHEDULE OF PRICES

Enter unit prices and extended totals on the attached Schedule B-8 Excel Spreadsheet.

Grand Total for items 1 – 11 written in figures: _____

Grand Total for items 1 – 11 written in words: _____

Specify lead time: _____ calendar days after receipt of purchase order.

BIDDER'S LEGAL BUSINESS NAME:

BUSINESS ADDRESS:

NAME OF AUTHORIZED OFFICER OF BIDDER (TYPE OR PRINT):

TITLE:

SIGNATURE OF AUTHORIZED OFFICER OF BIDDER:

TELEPHONE:

FAX:

EMAIL:

DATE:

SCHEDULE "B9 Milk"
BID SCHEDULE OF PRICES

Enter unit prices and extended totals on the attached Schedule B-9 Excel Spreadsheet.

Grand Total for items 1 - 6 written in figures: \$ 731,375.00 X

Grand Total for items 1 - 6 written in words: SEVEN HUNDRED THIRTY ONE THOUSAND
THREE HUNDRED SEVENTY DOLLARS X
00/100

Specify lead time: 1 calendar days after receipt of purchase order.

BIDDER'S LEGAL BUSINESS NAME:

CREAM-O-LAND DAIRIES, LLC

BUSINESS ADDRESS: P.O. Box 146


FLORENCE NJ 08518

NAME OF AUTHORIZED OFFICER OF BIDDER (TYPE OR PRINT):

JAY SCHNEIDER

TITLE: MEMBER

SIGNATURE OF AUTHORIZED OFFICER OF BIDDER:



TELEPHONE: 609-499-3601

FAX: 609-499-8243

EMAIL: JASONZURN@CREAMOLAND.COM

DATE: 5/31/22

SCHEDULE "B10 Snack Items"
BID SCHEDULE OF PRICES

Enter unit prices and extended totals on the attached Schedule B-10 Excel Spreadsheet.

Grand Total for items 1 – 22 written in figures: _____

Grand Total for items 1 – 22 written in words: _____

Specify lead time: _____ calendar days after receipt of purchase order.

BIDDER'S LEGAL BUSINESS NAME:

BUSINESS ADDRESS: _____

NAME OF AUTHORIZED OFFICER OF BIDDER (TYPE OR PRINT):

TITLE: _____

SIGNATURE OF AUTHORIZED OFFICER OF BIDDER:

TELEPHONE: _____

FAX: _____

EMAIL: _____

DATE: _____

SCHEDULE "C"
STANDARD INSURANCE PROVISIONS
(Contractor)

1. Prior to commencing work, and throughout the term of the Agreement, the Contractor shall obtain at its own cost and expense the required insurance as delineated below from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better. Contractor shall provide evidence of such insurance to the City of Yonkers and the City's School District, acting by and through its Board of Education (together the "City"), either by providing a copy of policies and/or certificates as may be required and approved by the Director of Purchasing ("Director"). The policies or certificates thereof shall provide that ten (10) days prior to cancellation or material change in the policy, notices of same shall be given to the Director either by overnight mail or personal delivery for all of the following stated insurance policies. All notices shall name the Contractor and identify the Agreement.

If at any time any of the policies required herein shall be or become unsatisfactory to the Director, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Director, the Contractor shall upon notice to that effect from the City, promptly obtain a new policy, and submit the policy or the certificate as requested by the Director to the Purchasing Bureau of the City for approval by the Director. Upon failure of the Contractor to furnish, deliver and maintain such insurance, the Agreement, at the election of the City, may be declared suspended, discontinued or terminated.

Failure of the Contractor to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Contractor from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Contractor concerning indemnification.

All property losses shall be made payable to the "City of Yonkers" and adjusted with the appropriate City personnel.

In the event that claims, for which the City may be liable, in excess of the insured amounts provided herein are filed by reason of Contractor's negligent acts or omissions under the Agreement or by virtue of the provisions of the labor law or other statute or any other reason, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Contractor until such time as the Contractor shall furnish such additional security covering such claims in form satisfactory to the Director.

In the event of any loss, if the Contractor maintains broader coverage and/or higher limits than the minimums identified herein, the City shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

2. The Contractor shall provide proof of the following coverage (if additional coverage is required for a specific agreement, those requirements will be described in the Agreement):

- a) Workers' Compensation and Employer's Liability. Certificate form C-105.2 or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Westchester County, New York."

Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits Policy, or both, the employer must complete NYS form CE-200, available to download at: <http://www.wcb.ny.gov>.

If the employer is self-insured for Workers' Compensation, he/she should present a certificate from the New York State Worker's Compensation Board evidencing that fact (Either SI-12, Certificate of Workers'

Compensation Self-Insurance, or GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance).

- b) Commercial General Liability Insurance with a combined single limit of \$1,000,000 (c.s.1) per occurrence and a \$2,000,000 aggregate limit naming the "City of Yonkers" and, if applicable, the "City of Yonkers School District, acting by and through its Board of Education" as additional insured on a primary and non-contributory basis. This insurance shall include the following coverages:

- i. Premises - Operations.
- ii. Broad Form Contractual.
- iii. Independent Contractor and Sub-Contractor.
- iv. Products and Completed Operations.

- c) Commercial Umbrella/Excess Insurance: \$2,000,000 each Occurrence and Aggregate naming the "City of Yonkers" and, if applicable, the "City of Yonkers School District, acting by and through its Board of Education" as additional insured, written on a "follow the form" basis.

NOTE: Additional insured status shall be provided by standard or other endorsement that extends coverage to the "City of Yonkers" and, if applicable, the "City of Yonkers School District, acting by and through its Board of Education" for both on-going and completed operations.

All Contracts involving the use of explosives, demolition and/or underground work shall provide proof that XCU is covered.

- d) Automobile Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and a minimum limit of \$100,000 per occurrence for property damage or a combined single limit of \$1,000,000 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages and name the "City of Yonkers" and, if applicable, the "City of Yonkers School District, acting by and through its Board of Education" as additional insured:

- (i) Owned automobiles.
- (ii) Hired automobiles.
- (iii) Non-owned automobiles.

- e) Cyber Liability insurance with a combined single limit of \$1,000,000 (c.s.1) per occurrence and a \$2,000,000 aggregate limit naming the "City of Yonkers" and, if applicable, the "City of Yonkers School District, acting by and through its Board of Education" as an additional insured on a primary and non-contributory basis.

3. All policies of the Contractor shall be endorsed to contain the following clauses:

(a) Insurers shall have no right to recovery or subrogation against the City (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.

(b) The clause "other insurance provisions" in a policy in which the City is named as an insured, shall not apply to the City.

(c) The insurance companies issuing the policy or policies shall have no recourse against the City (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

(d) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the Contractor.

SCHEDULE "D"

Questionnaire Regarding Business Enterprises Owned and Controlled by Persons of Color or Women

As part of the City's desire to encourage the meaningful and significant participation of business enterprises owned and controlled by persons of color or women in City contracts, and in furtherance of Article VIII of Chapter 13 of the City Code, completion of this form is required.

The term persons of color means a United States citizen or permanent resident alien who is and can demonstrate membership of one of the following groups: (a) Black persons having origins in any of the Black African racial groups; (b) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin regardless of race; (c) Native American or Alaskan native persons having origins in any of the original peoples of North America; or (d) Asian or Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian sub-continent or the Pacific Islands.

An enterprise owned and controlled by persons of color or women means a business enterprise including a sole proprietorship, limited liability partnership, partnership, limited liability corporation or corporation that is (a) at least 51% owned by one or more persons of color or women; (b) an enterprise in which such ownership by persons of color or women is real, substantial and continuing; (c) an enterprise in which such ownership interest by persons of color or women has and exercises the authority to control and operate, independently, the day-to-day business decisions of the enterprise; and (d) an enterprise authorized to do business in this state which is independently owned and operated.

In addition, a business enterprise owned and controlled by persons of color or women shall be deemed to include any business enterprise certified as an MBE or WBE pursuant to article 15-a of the New York State Executive Law and implementing regulations, 9 NYCRR subtitle N Part 540 et seq., or as a small disadvantaged business concern pursuant to the Small Business Act, 15 U.S.C. 631 et seq., and the relevant provisions of the Code of Federal Regulations as amended.

1. Are you a business enterprise which is owned and controlled by persons of color or women in accordance with the standards listed above?
☒ No
☐ Yes (as a business owned and controlled by persons of color)
☐ Yes (as a business owned and controlled by women)
2. Are you certified with the State of New York as a minority business enterprise ("MBE") or a women business enterprise ("WBE")?
☒ No
☐ Yes (as a MBE)
☐ Yes (as a WBE)

If yes, official documentation of such certification must be attached hereto.

3. If you are a business owned and controlled by persons of color, please specify the minority classifications which apply: _____
4. If you are certified with the State of New York as an MBE, please specify the minority classifications which apply: _____
5. Are you certified with the Federal Government as a small disadvantaged business concern?
☐ Yes
☒ No
6. Name of Firm/Business Enterprise: CREAM-LAND DAIRIES, LLC
Address: P.O. BOX 146
FLORENCE NY 08518
Completed By (Print Name/Title): JAY SCHNEIER, MEMBER
Signature: [Signature]

SCHEDULE "E"

CERTIFICATION REGARDING BUSINESS DEALINGS WITH NORTHERN IRELAND

- A. The Contractor and any individual or legal entity in which the Contractor holds a ten percent (10%) or greater ownership interest and any individual or legal entity that holds a ten percent (10%) or greater ownership interest in the Contractor (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles.
- B. For purposes of this Certification, "MacBride Principles" shall mean those principles relating to nondiscrimination in employment and freedom of workplace opportunity which require employers doing business in Northern Ireland to:
- (1) increase the representation of individuals from underrepresented religious groups in the work force, including managerial, supervisory, administrative, clerical and technical jobs;
 - (2) take steps to promote adequate security for the protection of employees from underrepresented religious groups both at the workplace and while traveling to and from work;
 - (3) ban provocative religious or political emblems from the workplace;
 - (4) publicly advertise all job openings and make special recruitment efforts to attract applicants from underrepresented religious groups;
 - (5) establish layoff, recall and termination procedures which do not in practice favor a particular religious group;
 - (6) abolish all job reservations, apprenticeship restrictions and differential employment criteria which discriminate on the basis of religion;
 - (7) develop training programs that will prepare substantial numbers of current employees from underrepresented religious groups for skilled jobs, including the expansion of existing programs and the creation of new programs to train, upgrade and improve the skills of workers from underrepresented religious groups;
 - (8) establish procedures to assess, identify and actively recruit employees from underrepresented religious groups with potential for further advancement; and
 - (9) appoint a senior management staff member to oversee affirmative action efforts and develop a timetable to ensure their full implementation.
- C. For purposes of this Certification, "Northern Ireland" shall be understood to be the six counties partitioned from the Irish Province of Ulster, and administered from London and/or from Stormont.
- D. The Contractor agrees that the warranties and representation in paragraph "A" are material conditions of this Contract. If the City receives information that the Contractor is in violation of paragraph "A", the City shall review such information and give the Contractor opportunity to respond. If the City finds that such a violation has occurred, the City may declare the Contractor in default, and/or terminate this Contract. In the event of any such termination, the City may procure the supplies, services or work from another source in accordance with applicable law. The Contractor shall pay to the City the difference between the contract price for the uncompleted portion of this Contract and the cost to the City of completing performance of this Contract either

by itself or by engaging another contractor. If this is a contract other than a construction contract, the Contractor shall be liable for the difference in price if the cost of procurement from another source is greater than what the City would have paid the Contractor plus any reasonable costs the City incurs in any new procurement and if this is a construction contract, the City shall also have the right to hold the Contractor in partial or total default in accordance with the default provisions of this Contract. In addition, the Contractor may be declared not to be a responsible bidder or proposer for up to three (3) years, following written notice to the Contractor, giving the Contractor the opportunity for a hearing at which the Contractor may be represented by counsel. The rights and remedies of the City hereunder shall be in addition to, and not in lieu of, any rights and remedies the City has pursuant to this Contract or by operation of law or in equity.

Agreed:

CREAM-D-LAND DAIRIES, LLC

(Legal Name of Person, Firm or Corporation)

By:

[Signature]

(Signature of Authorized Representative)

MEMBER

(Title)

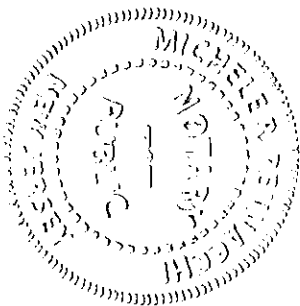
Dated:

6/1/22

SWORN to before me this 1st day
of June, 2022

[Signature]
Notary Public

MICHELE R. PENNACCHI
Notary Public, State of New Jersey
Commission # 50163436
My Commission Expires 6/24/2026



SCHEDULE "F"
CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g, both effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law) (the "Prohibited Entities List"). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b).

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

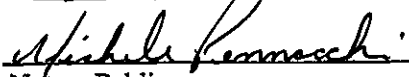
During the term of the Contract, should the City of Yonkers receive information that a Bidder/Contractor is in violation of the above-referenced certification, the City will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement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

The City reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

I, JAY SCHNEERK, being duly sworn, deposes and says that he/she is the MEMBER of the CREAM-O-LAND DAIRIES, LLC Corporation and that neither the Bidder/Contractor nor any proposed subcontractor is identified on the Prohibited Entities List.


SIGNED

SWORN to before me this 1st day
of June, 2022


Notary Public

MICHELE R. PENNACCHI
Notary Public, State of New Jersey
Commission # 50163436
My Commission Expires 6/24/2026

SCHEDULE "G"
NON-COLLUSIVE BIDDING CERTIFICATION

1. By submission of this bid, the undersigned bidder and each person signing on behalf of such bidder certifies and in the case of a joint bid each party thereto certifies as to its own organization —
UNDER PENALTY OF PERJURY, that to the best of the undersigned's knowledge and belief:
 - (a) 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 with any competitor;
 - (b) Unless otherwise required 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
 - (c) 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.
2. The undersigned acknowledges and agrees that a bid shall not be considered for award nor shall any award be made where any of the above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where one or more of the above has/have not been complied with, the bid shall not be considered for award nor shall any award be made unless the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.
3. The undersigned also acknowledges and agrees that the fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of paragraph 1 above.
4. The undersigned further acknowledges and agrees that any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a bidder which is a corporation or a limited liability company for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in paragraph 1 of this certificate, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation or limited liability company.

Name of Bidder: CREAM-D-LANDMARKS LLC
(print full legal name)

Date Signed: _____

Signature: 

Name of Person Signing Certificate: JAY SCHNEIER MEMBER
(print full legal name of signer)

Bidder is (check one): ☐ an individual, ☐ a limited liability partnership, ☒ a limited liability company,
☐ other entity (specify): _____

SWORN to before me this 1st day
of June, 2022
Michele R. Pennacchi
Notary Public

MICHELE R. PENNACCHI
Notary Public, State of New Jersey
Commission # 50163436
My Commission Expires 6/24/2026

Schedule B-2 - Bread Items				RFB-6798		
Item	Description	Quantity	U/M	Enter Brand Name or Product Code	Unit Price	Extended Price
	BREAD: BREAD, ROLLS, BAKED GOODS			BRAND NAME OR APPROVED EQUAL		
1	Bagels, Standard Size, 4.5oz.; Grains must be 100% whole grain rich; whole grain must be the primary ingredient by weight; Rule: 28gms = 1oz. Equivalent Grain/Bread component (HHFKA 2010)	3,200	Dozen			
2	Bagels, Standard Size, 4.5oz.; SLICED , Grains must be 100% whole grain rich; whole grain must be the primary ingredient by weight; Rule: 28gms = 1oz. Equivalent Grain/Bread component (HHFKA 2010)	1,500	Dozen			
3	Bagels, Assorted, Standard Size, 4.5oz.; to include, Plain, Sesame, Everything & Cinnamon	100	Bags			
4	Breakfast (Dinner) ROLL, 1.5oz.; Grains must be 100% whole grain rich; whole grain must be the primary ingredient by weight; Rule: 28gms = 1oz. Equivalent Grain/Bread component (HHFKA 2010)	4,500	Dozen			
5	Club Roll, 2.4oz.; Grains must be 100% whole grain rich; whole grain must be the primary ingredient by weight; Rule: 28gms = 1oz. Equivalent Grain/Bread component (HHFKA 2010)	1,200	Dozen			
6	Club Roll, 2.4oz.; SLICED , Grains must be 100% whole grain rich; whole grain must be the primary ingredient by weight; Rule: 28gms = 1oz. Equivalent Grain/Bread component (HHFKA 2010)	600	Dozen			
7	Frankfurter Rolls, Grains must be 100% whole grain rich; whole grain must be the primary ingredient by weight; Rule: 28gms = 1oz. Equivalent Grain/Bread component (HHFKA 2010)	10,000	Dozen			
8	French Bread, Avg. 15 ounce; Grains must be 100% whole grain rich; whole grain must be the primary ingredient by weight; Rule: 28gms = 1oz. Equivalent Grain/Bread component (HHFKA 2010)	35,000	Each			
9	Hamburger Rolls, Grains must be 100% whole grain rich; whole grain must be the primary ingredient by weight; Rule: 28gms = 1oz. Equivalent Grain/Bread component (HHFKA 2010)	32,000	Dozen			

Schedule B-2 - Bread Items				RFB-6798		
Item	Description	Quantity	U/M	Enter Brand Name or Product Code	Unit Price	Extended Price
10	Kaiser Roll, (Vienna), Large; Grains must be 100% whole grain rich; whole grain must be the primary ingredient by weight; Rule: 28gms = 1oz. Equivalent Grain/Bread component (HHFKA 2010)	6,500	Dozen			
11	Kaiser Roll, (Vienna), Large; SLICED , Grains must be 100% whole grain rich; whole grain must be the primary ingredient by weight; Rule: 28gms = 1oz. Equivalent Grain/Bread component (HHFKA 2010)	8,000	Dozen			
12	Loaf, Wheat, 1 1/2 to 2 pounds weight (28sl); Grains must be 100% whole grain rich; whole grain must be the primary ingredient by weight; Rule: 28gms = 1oz. Equivalent Grain/Bread component (HHFKA 2010)	50,000	Each			
13	Muffins, Whole Grain, Blueberry, Large	75	Dozen			
14	Muffins, Whole Grain, Banana, Large	75	Dozen			
					TOTAL	\$

Schedule B-3 - Canned Items

RFB-6798

Item	Description	Quantity	U/M	Enter Brand Name or Product Code	Unit Price	Extended Price
	CANNED: CANNED ITEMS - PRODUCTS OF USA ONLY			BRAND NAME OR APPROVED EQUAL		
1	Applesauce, U.S. Grade A in light syrup, water or fruit juice only, Product of USA ONLY, 6/#10	150	Case			
2	Beans, Baked, Vegetarian, Low Sodium, First Ingredient White Beans, Product of USA ONLY, 6/10, Bush's Brand or equal	100	Case			
3	Beans, Chick or Garbanzo Beans, Low Sodium, U.S. Grade B or better, Product of the USA ONLY, 6/#10	225	Case			
4	Beans, Green, U.S. Grade B or better, Low Sodium, Product of USA ONLY, 6/#10	450	Case			
5	Carrots, Sliced, U.S. Grade A, Low Sodium Preferred, Product of USA ONLY, 6/#10	375	Case			
6	Corn, Whole Kernel, Golden Wet Pack, U.S. Grade A, Product of USA ONLY, 6/#10	200	Case			
7	Balsamic Vinaigrette Dressing Cup - 100 Ct. Portion Control Product - No HFCS, NO Artificial Flavors, Presevatives	2,000	Case			
8	BBQ Sauce Cup- 100 Ct. Portion Control Product - No HFCS, NO Artificial Flavors, Presevatives	2,000	Case			
9	Buffalo Ranch Sauce Cup- 100 Ct. Portion Control Product - No HFCS, NO Artificial Flavors, Presevatives	2,000	Case			
10	Chick'n Dippin' Sauce Cup- 100 Ct. Portion Control Product - No HFCS, NO Artificial Flavors, Presevatives	2,000	Case			
11	Dynamite Sauce Cup- 100 Ct. Portion Control Product - No HFCS, NO Artificial Flavors, Presevatives	2,000	Case			
12	Honey Cup- 100 Ct. Portion Control Product - No HFCS, NO Artificial Flavors, Presevatives	2,000	Case			
13	Honey Mustard Sauce Cup- 100 Ct. Portion Control Product - No HFCS, NO Artificial Flavors, Presevatives	2,000	Case			
14	Italian Dressing Cup- 100 Ct. Portion Control Product - No HFCS, NO Artificial Flavors, Presevatives	2,000	Case			
15	Jalapeno Ranch Sauce Cup- 100 Ct. Portion Control Product - No HFCS, NO Artificial Flavors, Presevatives	2000	Case			
16	Ranch Dressing Cup- 100 Ct. Portion Control Product - No HFCS, NO Artificial Flavors, Presevatives	2,000	Case			

Schedule B-3 - Canned Items

RFB-6798

Item	Description	Quantity	U/M	Enter Brand Name or Product Code	Unit Price	Extended Price
17	Sweet Chili Sauce Cup 100 Ct. Portion Control Product - No HFCS , NO Artificial Flavors, Presevatives	2,000	Case			
18	Jelly, Grape, 6/#10	500	Case			
19	Jelly, PC, Grape, State packets per case	300	Case			
20	Juice, Apple, U.S. Grade A 100% Pure Apple Juice, No Sugar Added, Product of USA ONLY, 12/46oz.	150	Case			
21	Ketchup, PC, first ingredient tomato concentrate from vine ripened tomatoes, HUNT's, 9 grams per packet, 1000 packets/case	1,100	Case			
22	Ketchup, Tomato U.S. Grade A, 6/#10	40	Case			
23	Mayonnalse, Low Fat, 4/1 gal.	50	Case			
24	Mayonnalse, PC, Reduced Fat, HELLMAN's, 200/case, State	1,500	Case			
25	Milk, PARMALAT, shelf stable, Grade A, (ESL) extended shelf life and/or (UHT) long life, 1% lowfat, Vitamins A & D, 8 oz.	150	Case			
26	Milk, Soy, Shelf Stable, Brick Box, 8 oz.	20	Case			
27	Mixed Fruit, U.S. Grade A in light syrup, water or fruit juice only, Product of USA ONLY, 6/#10	150	Case			
28	Mustard, PC, Spicy Brown, GULDEN's, 9 grams per packet, 500 packets/case	250	Case			
29	Oil, Canola, gallons	20	Case			
30	Peaches, Diced, U.S. Grade A in light syrup, water or fruit juice only, Product of USA ONLY, 6/#10	150	Case			
31	Peanut Butter, Smooth, U.S. Grade A, Product of USA ONLY, 6/#10 or 5#tubs	500	Case			
32	Pears, Diced, U.S. Grade A in light syrup, water or fruit juice only, Product of USA ONLY, 6/#10	200	Case			
33	Peas, U.S. Grade A, Low Sodium Preferred, Product of USA ONLY, 6/#10	75	Case			
34	Pickles, Sliced, Cross Cut (Chip) Kosher Dill, 4/1 gal.	50	Case			
35	Pineapple Tidbits, U.S. Grade B or better, in light syrup, water or fruit juice only, Product of USA, 6/#10	50	Case			
36	Potato, Sweet Mashed, U.S. Grade A, Product of USA ONLY, 6/#10	150	Case			

Schedule B-3 - Canned Items

RFB-6798

Item	Description	Quantity	U/M	Enter Brand Name or Product Code	Unit Price	Extended Price
37	Ravioli, Beef in meat sauce. Minimum portion size 8 pieces and sauce, CN label. Each protin to provide a minimumof meat/meat alternate, 1/4 cup vegetable toward Child Nutrition Meal Pattern. No HFCS.	500	Case			
38	Sauce, Asian, Marinade, low sodium, 4 x one half gallons, General Tso's, Ready Flavor, No Reconstitution, Product of USA ONLY, Minor's or equal	75	Case			
39	Sauce, BBQ, ingredients to include but not limited to: Water, sugar, tomato paste, corn syrup, distilled vinegar, less than 2% of salt, natural smoke flavor, onion powder, garlic powder. Each case to contain 4-1 gallon containers. HFCS free.	25	Case			
40	Sauce, Hot, Ingredients to include but not limited to aged cayenne red peppers, distilled vinegar, water, salt, garlic powder. Eash case to 4-1 gallon containers. Frank's or equal.	20	Case			
41	Sauce, Korean BBQ, ingredients to include but not limited to cane sugar, soy sauce, apple juice, granualted garlic, apple cider vinegar, corn starch, ginger powder, granualted onion, ground black pepper. Each case to contain 4-1 gallon containers. HFCS free.	20	Case			
42	Sauce, Salsa, low-sodium, to contain, tomato puree, diced tomatoes, onions, peppers, vinegar, cilantro, 4-1 gallon case or 6-#10 cans.	125	Case			
43	Sauce, Tomato, No salt added. Product of USA 6-#10/case.	25	Case			
44	Spice, Cajun Seasoning, ingredients to include but not limited to dehydrated onion and garlic, 50% by wieght, Paprika, salt, ground red pepper, oregano, basil, majoram. NO MSG. 1lb. Container.	15	Cont			
45	Spice, Caribbean Jerk Seasoning, ingredients to include but not limited to dehydrated onion, garlic, sugar, citric acid, canola oil, salt. 24 oz. container.	15	Cont			
46	Spice, Cinnamon, 16 oz. container	10	Cont			
47	Spice, Garlic Powder, 16 oz. container.	125	Cont			
48	Spice, Onion Powder, 16 oz. container	50	Cont			

Schedule B-3 - Canned Items				RFB-6798		
Item	Description	Quantity	U/M	Enter Brand Name or Product Code	Unit Price	Extended Price
49	Spice, Onion Minced, Dried, 16 oz. container	25	Cont			
50	Spice, Parsley Flakes, 16 oz. container	40	Cont			
51	Spice, Pepper, Black, 16 oz. container	25	Cont			
52	Spice, Red Pepper flakes, Ingredients to include but not limited to dried crushed red pepper flakes. 12 oz. container.	10	Cont			
53	Spice, Taco Seasoning, mild, low-sodium, 5 lb. container.	20	Cont			
54	Syrup, Individual, Imitation Maple, 1 oz. per 100/cs.	200	Case			
55	Vinegar, White, 4-1 gallon per case.	20	Case			
					TOTAL	\$

Schedule B-4 - Cereal Items			RFB-6798			
Item	Description	Quantity	U/M	Enter Brand Name or Product Code	Unit Price	Extended Price
	CEREAL: INDIVIDUAL PACKS			BRAND NAME OR APPROVED EQUAL		
1	Kelloggs - Bowl Pack	2,500	Cases			
	Frosted Flakes Multigrain Reduced Sugar					
	Sugar Corn Pops, Reduced Sugar					
	Apple Jacks, Reduced Sugar					
	Fruit Loops, Reduced Sugar					
	Cereal Pouch Granola Clusters, 48ct, 2.0oz., per case					
2	General Mills - Bowl Pack	2,500				
	Cheerios, Apple Cinnamon					
	Cheerios, Fruity					
	Cheerios, Multigrain					
	Cheerios, Plain					
	Cinnamon Toast Crunch Reduced Sugar					
	Cocoa Puffs Reduced Sugar					
	Golden Grahams					
	Kix					
	Lucky Charms					
	Rice Chex, Low Sugar, Gluten Free					
	Trix, Reduced Sugar					
	Honey Oats (no nuts)					
					TOTAL	\$

Schedule B-5 - Cheese Items				RFB-6798		
Item	Description	Quantity	U/M	Enter Brand Name or Product Code	Unit Price	Extended Price
	CHEESE: PROCESSED CHEESE PRODUCTS			BRAND NAME OR APPROVED EQUAL		
1	Cheese, American, SLICED, 160/5 oz. slice, processed American yellow or white, 6/5#, Land O Lakes, Borden, Kraft or equal	1,000	Cases			
2	Cheese, Mozzarella String Stick, 1W, 1 Meat/Meat Alternate, Land 'O Lakes, Kraft, Bongards', Borden, or equal.	2,000	Pieces			
3	Cheese, Mozzarella, Block, Low Fat, Low Sodium, Land 'O Lakes, Kraft, Borden, or equal	600	Cases			
4	Cheese, Grated Parmesan, 12/1#	50	Cases			
5	Cheese, Cheddar Cheese Stick 1W, 1 Meat/Meat Alternate, Bongards or equal 168 ct	1,000	Pieces			
					TOTAL	\$

Schedule B6 - Diversion Items			RFB-6798		Lot	
Item	Description	Quantity	U/M	Enter Brand Name or Product Code Brand Name or Approved Equal	Unit Price	Extended Price
1	Chicken, Chunk (nuggets); whole grain, golden crispy, CN Label, provides 2 M/MA and 1 Grain equivalent, Tyson. Product Code P070364-0928	4,000	CASE			
2	Chicken, Popcorn, whole grain, golden crispy, CN Label, provides 2 M/MA and 1 Grain, Tyson. Product Code P070368-0928	2,000	CASE			
3	Chicken Patty	1,500	CASE			
4	Pizza, Galaxy, 4 inch diameter, 51% whole grain, round, cheese pizza, CN Label, provides 2 M/MA and 2 Grain equivalents, Tony's (Schwans). Product code P78364AB	5,000	CASE			
					TOTAL	\$

Schedule B-7 - Frozen Items			RFB-6798...			
Item	Description	Quantity	U/M	Enter Brand Name or Product Code	Unit Price	Extended Price
				Brand Name or Approved Equal		
1	Bagels, Frozen, 2.2 oz., Pre-Sliced, Plain Whole Grain, provides 2Bread/Grain, Lender's	350	CASE			
2	Bagels, Frozen, 2.2 oz., Pre-Sliced, Whole Grain Cinnamon Raisin, provides 2Bread/Grain, Lender's	350	CASE			
3	Bagels, Mini, Pull Apart, Cinnamon and/or Strawberry Creamy Cheese, IW, Whole Grain Rich, 2oz grain equivalent, 72ct, Pillsbury	350	CASE			
4	Biscuits, Fully Baked, Honey Whole Wheat Buttermilk Biscuits, Sliced 3", One biscuit = 2oz grain, 120/2oz, Global Bransons	350	CASE			
5	Breakfast Bagel, Egg & Cheese, IW, Whole Grain, 1 m/ma and 1.25oz grain, 96ct, Tony's	350	CASE			
6	BREAKFAST KIT, Mini FLATS, with Honey Graham and 100% Juice Boz. Meets CN = 1 M/MA, 1 Grain Oz, 1/2 Cup Fruit Serv. 48/4 oz., natural flavors & colors, No HFCS, Blueberry/Corn/Apple Cin/ Banana Global Right Start or equal	350	CASE			
7	BREAKFAST KIT, Mini LOAF MANUFACTURED IN NEW YORK, with Honey Graham and 100% Juice Boz. Meets CN = 1 M/MA, 1 Grain Oz, 1/2 Cup Fruit Serv. 48/4 oz., natural flavors & colors, No HFCS, Blueberry/Corn/Apple Cin/ Banana Global Right Start or equal	350	CASE			
8	Broccoli, Florets 12/2# pkg., 24# per case, Product of USA ONLY	125	CASE			
9	Butter, Pure, NOT BUTTER BLEND, 36/1# case	100	CASE			
10	Carrots, Sliced, 12/2# pkg. Product of USA ONLY	100	Case			
11	Cheesy Pull-Aparts, IW, Whole Grain, Italian Cheese & Garlic OR Southwest Queso, meet 2oz grain and 2oz M/A, 72ct, Pillsbury	400	Case			
12	Chicken Corn Dogs, Mini, Whole Grain Breaded, provides 2oz meat/meat alt and 2oz grains, 144 servings per case, Tyson	500	CASE			
13	Cinnabar, IND Wrap Whole Grain, Cinnamon filled 2 oz = 2 Grain Oz Eq. No HFCS, Nut Free Hadley Farms or equal	350	CASE			

Schedule B-7 - Frozen Items			RFB-6798			
Item	Description	Quantity	U/M	Enter Brand Name or Product Code	Unit Price	Extended Price
14	Cinnamon Pull Apart Rolls, Mini Cinnis IW, Whole Grain, 2oz grain equivalent, 72ct, Pillsbury	300	CASE			
15	Cinnamon Toast Crunch or Cocoa Puffs Bar, Soft Filled, IW, Whole Grain Rich, 2oz grain equivalent, 72ct, Pillsbury	250	CASE			
16	Corn, Cut, 40 oz. pkg, 30# case, Product of USA ONLY	125	CASE			
17	Cream Cheese, Individual, State Count per Case, Philadelphia or Smithfields	200	CASE			
18	Crispitos, Chicken & Cheese Filled, Whole Grain Tortillas, 0.5oz m/ma and 1oz grain, 72 portions, State Fair	250	CASE			
19	Dumplings, Chicken & Vegetable, Fully Cooked, Whole Grain, 3pc = 1 m/ma and 1 grain, Chef One	250	CASE			
20	Egg Rolls, vegetable, fully cooked, frozen, 3.1oz, 130 per case, 1 Grain and 1/2c vegetable equivalent. MINH's	150	CASE			
21	French Toast Sticks, Whole Grain Rich, provides 1oz. Meat/Meat Alt. & 1 Bread/Grain, Bake Crafters	350	CASE			
22	Green Peas, 12/2.5# pkg, Product of USA ONLY	50	CASE			
23	Juice, 100% Sun-Cup Apple Juice, 4 oz. plastic cup with foil pull off lid, 48/case. Product of USA ONLY	950	CASE			
24	Juice, 100% Sun-Cup Orange Juice, 4 oz. plastic cup with foil pull off lid, 48/case. Product of USA ONLY	650	CASE			
25	Macaroni & Cheese, Whole Grain, Reduced Sodium, Reduced Fat, 2 Meat/Meat Alternate, 1 Bread/Grain, CN Label, 80 Servings per Case, Aluminum Pans, Land O'Lakes	300	CASE			
26	Mini Loaf IND WRAP, WG 1- Bread/Grain, IW, CN Labeled. 2 oz ounces = 1 Grain Oz Eq, 90ct., No HFCS, No Corn Syrup, No Artificial Colors or Flavors, 96 count, Blueberry, Apple Cin, Banana, Corn, Cin Oat per case, Global Right Start or equal	500	CASE			
27	Mozzarella Sticks, Breaded, Reduced Sodium, 2 Meat/Meat Alternate, 2 Bread/Grain, Oven Ready Only (not for fryolator), CN Label, Farm Rich or Highliner	500	CASE			
28	Muffin, IW, Whole Grain Rich, provide 2 grains, Apple Cinnamon, Blueberry, Chocolate Chip, Corn, Muffintown	900	CASE			

Schedule B-7 - Frozen Items		RFB-6798				
Item	Description	Quantity	U/M	Enter Brand Name or Product Code	Unit Price	Extended Price
29	Muffin FLATS, Ind Wrap, Whole Grain Rich, One 3.33 oz = 2 grains, Blueberry, Apple Cin, Corn, Banana , Pack 81/3.3 oz, Global Right Start or equal	500	CASE			
30	Pancakes, Mini, IW, Whole Grain, No HFCS, provide 2 Grain, Maple, Cinnamon or Chocolate Chip, EGGO OR PILLSBURY	450	CASE			
31	Peppers & onions, frozen, flame roasted, 25% green pepper, 25% red peppers, 50% yellow onions, 6-2.5#. Simplot	30	CASE			
32	Pizza, 16inch, 51% Whole Grain, provide 2Meat/Meat Alternate, 2Bread/Grain, Pre-Sliced, CN Label, Cheese or Pepperoni or Buffalo Chicken, BIG DADDY'S PRIMO	350	CASE			
33	Pizza, 4 x 6 Slice, 51% Whole Grain, Separated/Perforated, Cheese 50/50, 2Meat/Meat Alternate, 2Bread/Grain, CN Label, TONY'S BRAND	1500	CASE			
34	Pizza, 4 inch round, 51% Whole Grain, Cheese 50/50, provides 2Meat/Meat Alternate, 2Bread/Grain, CN, Cheese or Turkey Pepperoni, Galaxy, TONY'S BRAND	300	CASE			
35	Pizza, 5 inch Deep Dish, Cheese 50/50, 51% Whole Grain, provide 2Meat/Meat Alternate, 2Bread/Grain, CN Label, Cheese or Pepperoni, TONY'S BRAND	600	CASE			
36	Pizza Sandwich IND WRAP - WG Turkey Pepperoni & Cheese Stuffed Sandwich - 48/4.46 Schwans Big Daddy 55293	600	CASE			
37	Pizza, French Bread, 51% Whole Grain, Cheese 100%, provide 2Meat/Meat Alternate, 2Bread/Grain, CN Label TONY'S BRAND	600	CASE			
38	Pizza, Sandwich, IW, WG, Buffalo-Style Chicken Stuffed Sandwich, 48/4.46oz, Schwans, Big Daddy	500	CASE			
39	Pizza, Sandwich, IW, WG Fiestada Beef and Cheese Stuffed Sandwich, 48/4.46oz, Schwans, Big Daddy	500	CASE			
40	Potato, Curly Hot Fries, Spiral, 24 pound/case, baked, McCain. Product of USA ONLY	200	CASE			
41	Potato, Zero Trans Fat Shoestring French Fries, Oven Ready, 6/4lbs. per case. Product of USA ONLY	300	CASE			

Schedule B-7 - Frozen Items			RFB-6798			
Item	Description	Quantity	U/M	Enter Brand Name or Product Code	Unit Price	Extended Price
42	Rice, Fried, Whole Grain with Vegetables, frozen, 5#, 84 ptn./cs., 1 ptn = 1 bread/grain equivalent, no HFCS. MINH BRAND	250	CASE			
43	Roll, IND Wrap Whole Grain, Strawberry Guava filled 2 oz = 2 Grain Oz Eq. No HFCS, Nut Free Hadley Farms or equal	300	CASE			
44	Sauce, Cheddar Cheese, frozen, each 1.9oz portion provides 1 M/MA. 6-5# boilable, steamable bags. No HFCS and gluten free. JTM	40	CASE			
45	Stuffed Breadstick, Whole Grain, Reduced Fat, Cheese OR Pepperoni and Cheese, 1m/ma & 2oz grain eq., 108 portions, Bosco	500	CASE			
46	Taco, Totally, Wedges, Whole Grain, 2Meat/Meat Alternate, 2Bread/Grain, CN Label, Beef or Chicken, MAX SNAX	800	CASE			
47	Waffles, Mini, IW, Whole Grain, 2 Bread/Grain, CN Labeled, Maple or Blueberry, EGGO	400	CASE			
48	Yogurt PARFAIT KIT , Nonfat Vanilla Yogurt MANUFACTURED IN NEW YORK , with Granola Pkt and Craisin Pkt. In DOME. Meets CN = 1 MMA, 1 Grain Oz, 1/2 Cup Fruit Serv. 48/4 oz., natural flavors & colors, No HFCS, Global Right Start or equal	400	CASE			
					TOTAL	\$

Schedule B-8 - Meat Item List			RFB-6798			
Item	Description	Quantity	U/M	Enter Brand Name or Product Code	Unit Price	Extended Price
				BRAND NAME OR APPROVED EQUAL		
1	Bacon, Pork, Sliced, Bulk Pack, 18-22 Thin Slices per Pound, Low Sodium	1,500	POUND			
2	Beef, Charbroiled Patties, 2oz. Fully Cooked, Child Nutrition Label, Not More Than 20% Fat, No More Than 150mg Sodium	2,500	CASE			
3	Chicken Patty, Breaded Whole Grain, Fully Cooked, Zero-Trans Fat, No More Than 500 mg Sodium, Below 10% Saturated Fat, CN Label. Tyson or equal	1,500	CASE			
4	Chicken Tender, chicken breast with rib meat, whole wheat breading. 3 tenders to provide 2oz M/MA and 1oz Grain equivalent. No soy. Somma or equal.	400	CASE			
5	Chicken, Nuggets, Whole Grain Chunks, Zero-Trans Fat, No More Than 475 mg Sodium, Below 10% Saturated Fat, CN Label. Tyson or equal	700	CASE			
6	Chicken, Popcorn, Whole Grain, Crispy, fully cooked, 12-.27oz pieces provides 2oz M/MA and 1oz Grain equivalent. CN Label. Tyson or equal.	500	CASE			
7	Ham, Fully Cooked and Cured, Low Sodium, Boneless, Krakus, Pullman or Pear Shape Style, State Pounds per Loaf	8,500	POUND			
8	Meatballs, Italian Style, Not More Than 20% Fat, No More Than 400mg Sodium, CN Label. Tyson or Equal	800	CASE			
9	Salami Cooked, Genoa, All Beef and/or Pork, 3 1/2 to 5 Inch Diameter. State Pounds per Loaf.	3,000	POUND			
10	Turkey, Roll Deli Style, All White Meat, Low Sodium, No Skin Covering, State Pounds per Roll	9,000	POUND			
11	Jamaican Beef Patty-50 ct-5.5oz	2	CASE			
					TOTAL	\$

Schedule B-9 - Milk			RFB-6798			
Item	Description	Quantity	U/M	Enter Brand Name or Product Code	Unit Price	Extended Price
	MILK: MILK AND MILK PRODUCTS			BRAND NAME OR APPROVED EQUAL		
1	Grade A Chocolate Fat Free Milk in 8 ounce containers - shall be pasteurized and homogenized and contain not more than 1.00 percent butterfat, Vitamins A and D added	200,000	Units	Cream-o-Land	.3702	74,040.00
2	Grade A Low-Fat (1%) White Milk in 8 ounce containers - shall be pasteurized and homogenized and contain not more than 1.00 percent butterfat, Vitamins A and D added	875,000	Units	Cream-o-Land	.3762	329,175.00
3	Grade A Fat Free (SKIM) White Milk in 8 ounce containers - shall be pasteurized and homogenized and contain 0 grams of fat, vitamin A and D added	925,000	Units	Cream-o-Land	.3514	325,045.00
4	Half and Half in Pint size containers	100	Pint	Cream-o-Land	1.45	145.00
5	Lactose Free Milk Product, 8 ounce	1,500	Units	Galliker	.67	1,005.00
6	Spring Water (natural) packed 1 gallon plastic containers. Minimum delivery 3x/week	1,500	Gallon	Cream-o-Land	1.31	1965.00
					TOTAL	\$ 731,375.00

Schedule B-10 - Snack Items			RFB-6798			
Item	Description	Quantity	U/M	Enter Brand Name or Product Code	Unit Price	Extended Price
	SNACK: SNACK AND A LA CARTE ITEMS ALL PRODUCTS OF USA			BRAND NAME OR APPROVED EQUAL		
1	Animal Crackers (zoo, jungle, dinosaur) 100% Whole Grain, provides 1 Grain equivalent, no HFCS, nut free, 1.1oz, meet USDA Snack Standards, Nutritional Choices or equal, include quantity per case.	600	Case			
2	Bear Graham, equals 1 bread/grain. 2pk, meet USDA Snack Standards, apple, cinnamon, chocolate, vanilla, MJM or equal, include quantity per case.	600	Case			
3	Bear Graham, Minis, bag, provide 1 Grain equivalent, meet USDA Snack Standards, cinnamon, chocolate, vanilla. MJM or equal, include quantity per case.	750	Case			
4	Grahams, IND WRAP, WG Minis in Bag, Various Shapes: Dinosaurs, Sports, Bears, Breakfast Shapes: 150/1 oz bag provides 1 Grain equivalent, meet USDA Snack Standards, NUT FREE Facility, cinnamon, chocolate, vanilla. MJM or equal, include quantity per case.	600	Case			
5	Cereal Nutrition Bar, individually wrapped, 51% Whole Grain, 2.2oz, provide 2 grain equivalent, assorted flavors, meet USDA Snack Standards, Zee Zee's/Appleyways, include quantity per case.	600	Case			
6	Cheetos, Cruchy baked, Frito Lay, Whole Grain, .875 oz., single serve. Meet USDA Snack Standards. Include case packaging	500	Case			
7	Goldfish, WG Cheddar Cheese, .75oz. bag, Pepperidge Farms, provide 1 Grain equivalent. Original, meet USDA Snack Standard, include case packaging.	500	Case			
8	Goldfish, Grahams, .9oz bag. Pepperage Farms, provide 1 grain equiv.. Cinnamon, Vanilla, Must meet USDA Snack Standards. Include case packaging.	500	Case			

Schedule B-10--Snack Items		RFB-6798				
Item	Description	Quantity	U/M	Enter Brand Name or Product Code	Unit Price	Extended Price
9	Graham Crackers, Mini-Mini, bag, whole grain, no trans fat, no HFCS, nut free, provide 1 Grain equivalent, meet USDA Snack Standards, Chortles, include quantity per case.	600	Case			
10	Granola, low-fat, Crunchy Clusters to include oat, wheat and rice, 2oz, 2 Grain equivalent, no HFCS, nut free, meet USDA Snack Standards, Kellogg's, include quantity per case.	800	Case			
11	Graham Crackers, Whole grain, all natural flavors, nut free, provide 1 Grain equivalent (3pk), meet USDA Snack Standards MJM, include quantity per case.	500	Case			
12	Nutrigrain Bars, Kelloggs, Whole Grain, Nut-free, 1.3 oz. Apple Cinnamon, Blueberry, Raspberry. Must meet USDA Snack Standards. Include quantity per case.	800	Case			
13	Pop Tarts, whole grain, 120 ct. / 1.76 oz., frosted strawberry/cinnamon, provide 1 Grain Equivalent, meet USDA snack standards, Kelloggs	400	Case			
14	Pop Tarts, whole grain, 72 ct./ 3.53 oz., frosted strawberry/cinnamon, provide 2 Grain Equivalent, meet USDA snack standards, Kelloggs	800	Case			
15	Pretzels, Whole Grain, IND PACKAGE, min.7oz bag, provides 1 Grain equivalent, meet <i>USDA Snack Standards</i> , include quantity per case. Rold GoldHeartzels, Global or equal	500	Case			
16	Sun Chips, Snack Mix, multigrain, .875 oz bag, meet USDA Snack Standards, garden salsa and harvest cheddar, include quantity per case.	900	Case			
17	Tostito, Scoops, Oven Baked, individual, .875oz, provide 1 Grain equivalent, meet USDA Snack Standards, include quantity per case.	1,000	Case			
18	Tostitos, Scoops, Oven Baked, bulk, 16oz., 1 oz. provides 1 Grain equivalent, meet USDA Snack Standard, include quantity per case.	500	Case			

Schedule B-10 - Snack Items			RFB-6798			
Item	Description	Quantity	U/M	Enter Brand Name or Product Code	Unit Price	Extended Price
19	Juice Box, asst.100% juice 4oz/40ct USDA Snack Standards	1,500	Case			
20	Juice Box , asst,100% juice 6,75oz/40ct USDA Snack Standards	3,000	Case			
21	Waffle Grahams IND WRAP, equals 1 bread/grain. 300/2pk,meet USDA Snack Standards, maple, strawberry, MJM or equal, include quantity	1,500	Case			
22	Wheat Crackers, Savory, IND WRAP, Whole Grain, No HFCS, Nut Free facility - 1 (22g) bag = 1 Grain Oz eq, MJM or equal	1,500	Case			
					TOTAL	\$

**RFB 6798 - SCHEDULE A9 - SPECIFICATIONS FOR MILK AND MILK PRODUCTS
YONKERS PUBLIC SCHOOLS - FOOD SERVICES DEPARTMENT**

DURATION OF CONTRACT: July 1, 2022 through June 30, 2023

All quantities listed are for bid purposes and are estimates only. Quantities noted are for the 2022-2023 school year or period of contract.

Prices quoted are net and exclusive of all Federal, State, Municipal and Excise taxes. Awards will be made to the lowest, responsible bidder based on the aggregate bid, not line items. Criteria include the lowest priced bid, ability to deliver and the meeting of product specifications. Proposals are requested on the total requirements as outlined in the attached specifications.

Milk must meet all standards set by the New York State Department of Agriculture and Markets and must meet all requirements and specifications of the New York State Sanitary Code.

DELIVERY:

All deliveries are to be made **inside** the cafeteria to a spot designated by the cafeteria manager between the hours of 7:00 a.m. to 1:30 p.m. *No deliveries will be accepted past 1:30 pm.* Delivery Monday or Tuesday; back order deliveries on Thursday or Friday. Delivery of perishables to be made in refrigerated truck. A delivery ticket with all merchandise received is to be left by the vendor when making the delivery. Each ticket is to have Order Number, Date and Quantity of each item delivered, along with unit price and total cost. Please note fuel surcharge if any.

DELIVERY LOCATIONS:

Direct to kitchen daily deliveries must be accompanied by a delivery receipt. All receipts must be signed and dated by an authorized representative of the school. Deliveries made to locations not designated on the delivery schedule or without a signed delivery receipt shall be considered as a non-delivery. All deliveries left outside of the school (on loading docks or any parts of the exterior of the school building) shall be considered non-delivery.

Deliveries will be accepted inside of these 40 locations during the hours of 6:30am*/7:00am and 12pm:

- Casimir Pulaski – 150 Kings Cross, Yonkers, NY 10583
- Cesar Chavez- 20 Cedar Place, Yonkers NY 10705
- *Cross Hill Academy 160 Bolmer Avenue, Yonkers, NY 10703
- Enrico Fermi- 27 Poplar Street, Yonkers, NY 10701

- Family School 32- 1 Montclair Place, Yonkers, NY 10710
- *Gorton HS- 100 Shonnard Place, Yonkers, NY 10703
- Hostos Microsociety School- 75 Morris Street, Yonkers, NY 10705
- Khalil Gibran – 18 Rosedale Road, Yonkers, NY 10710
- *Lincoln HS- 375 Kneeland Avenue, Yonkers, NY 10704
- Martin Luther King Jr. Academy- 135 Locust Hill Avenue, Yonkers, NY 10701
- Montessori School 27- 132 Valentine Lane, Yonkers, NY 10705
- Montessori School 31 – 7 Ravenswood Road, Yonkers, NY 10710
- Museum School 25 – 579 Warburton Avenue, Yonkers, NY, 10701
- Paideia School 15- 175 Westchester Avenue, Yonkers, NY 10707
- Paideia School 24 – 50 Colin Street, Yonkers, NY 10701
- *Palisade Preparatory JHS/HS- 201 Palisade Avenue, Yonkers, NY 10703
- Patricia A. DiChiaro – 373 Bronxville Road, Yonkers, NY 10708
- Pearls Hawthorne- 350 Hawthorne Avenue, Yonkers, NY 10705
- *Riverside HS- 565 Warburton Avenue, Yonkers, NY 10701
- *Robert C. Dodson School- 105 Avondale Road, Yonkers, NY 10710
- *Roosevelt HS- 637 Tuckahoe Road, Yonkers, NY 10710
- Rosemarie Ann Siragusa – 60 Crescent Place, Yonkers, NY 10704
- *Saunders HS- 183 Palmer Road, Yonkers, NY 10701
- Scholastic Academy for Excellence/18 – 77 Park Hill Avenue, Yonkers, NY 10701
- School 5 – 118 Lockwood Avenue, Yonkers, NY 10701
- School 9 – 53 Fairview Street, Yonkers, NY 10703
- School 13- 195 McLean Avenue, Yonkers, NY 10705
- School 16- 759 North Broadway, Yonkers, NY 10701
- School 16 Annex- 750 North Broadway, Yonkers, NY 10701
- School 17 – 745 Midland Avenue, Yonkers, NY 10704
- School 21 – 100 Lee Avenue, Yonkers, NY 10705
- School 22 – 1408 Nepperhan Avenue, Yonkers, NY 10703
- School 23 – 56 Van Cortlandt Park Avenue, Yonkers, NY 10701
- School 30 – 30 Nevada Place, Yonkers, NY 10708
- Thomas Cornell Academy – 15 St. Marys Street, Yonkers, NY 10701
- Westchester Hills School 29- 47 Croydon Road, Yonkers, NY 10710
- William Boyce Thompson School- 1061 North Broadway, Yonkers, NY 10701
- *Yonkers Middle High School- 150 Rockland Avenue, Yonkers, NY 10705
- *Yonkers Montessori Academy- 160 Woodlawn Avenue, Yonkers, NY 10704
- YPS Warehouse- 201 Saw Mill River Road, Yonkers, NY 10701

PRICING ADJUSTMENT:

Price adjustments during the contract period will be allowed based upon any changes in the cost per hundred weights to the distributor and producers announced and established by the Market Administrator. The increase or decrease shall be

proportionately added to or deducted from the rate of payment under this contract in accordance with formula stated below. Such increase shall be effective for the same monthly periods as those established by the Market Administrator.

**FORMULA ON PRICE ADJUSTMENT OF FLUID MILK DELIVERED
IN ONE-HALF PINT AND QUART CONTAINERS CLASS 1-A**

Note: All computation of price adjustments will be based on Fluid Milk Class 1-A.

NOTICE: If the price for Class 1-A Milk is lower during this month than at the time of original award, the sum will be deducted from payment due the vendor.

*In accordance with the United States Department of Agriculture, Market Administrator web site www.fmmone.com Price Information "Class I-Retail Price Conversion Template."

LABELING:

Each container shall be dated. The date on the container shall indicate the last day the container may be offered for sale and or service. Containers must bear the information Grade A Homogenized and Pasteurized and the name of the company packaging the milk.

DELIVERY:

Deliveries are to be made strictly in accordance with the date for order to be delivered between the hours of 6:30 and 9:30 a.m. All efforts should be made for an inside delivery to a place designated by the person in charge for each respective site. If a delivery needs to be left for any reason, it may not be left earlier than 5:30 a.m. IF MILK IS BEING DELIVERED TOO EARLY AND THE WHOLESOMENESS OF THE PRODUCT COMES INTO QUESTION, THE SUCCESSFUL BIDDER WILL MAKE ADJUSTMENTS IN THE DELIVERY SCHEDULE.

Full credit is to be allowed for the return of all unused and unopened contains on the day preceding a school holiday period. Holiday periods are: Thanksgiving, Christmas, Mid-Winter Recess and Easter/Passover Recess.

ORDERING:

Orders for each school will be Faxed, emailed, scanned or telephoned to the successful bidder in one order, prior to delivery. All orders will be placed on the basis of cartons of 70-72 containers or one-half pint cartons per create.

PACKING:

All milk is to be packaged in one-half pint containers of drip less construction that are clean unscorched, well-coated and completely sealed.

The one-half pint containers of milk are to be delivered in a closed disposable carton of heavy duty paper boxing or a heavy duty plastic crate. The heavy duty boxing or plastic crate must be submitted when samples are requested. Any product delivered not in accordance with these provisions may be rejected by the Director of Food Services.

All milk is to be delivered in refrigerated trucks and at a temperature not to exceed 40 degrees Fahrenheit upon delivery. All milk is to be delivered in the utmost sanitary condition. Containers and crates are to be free of grease, ice, water, mud and tar. All milk is to be protected from freezing. Any and all warm milk and or frozen milk will be rejected at no charge to the district.

Vendor is responsible for deliveries to all schools regardless of weather or mechanical break-down of delivery equipment. When incorrect product is delivered to a school, vendor is responsible for exchanging the product immediately.

QUALITY CONTROL:

Milk may be subject to periodic tests at the discretion of the Director of Food Services by an outside certified laboratory at the expense of the vendor.

CRATES:

The Yonkers Public Schools Food Services Department will NOT be fiscally responsible for empty crates that are not picked up in a timely manner.

- The successful bidder will not sell to any other agency within the Board of Education during the period of the contract.
- If government-donated food becomes available which can be used in the production of this end product, the successful bidder will, after approval from the OGS, use that donated food or the school district reserved the right to rebid.

Company Name CREAM-O-LAND DAIRIES, LLC

Address 529 CENAR LN. City FLORENCE State NY Zip 08518

Telephone 609-499-3601 FAX 609-499-8243

Contact Name PAUL LOURO

Signature _____

PLEASE INCLUDE FUEL SURCHARGE, IF ANY _____