



# RENSSELAER COUNTY BUREAU OF CENTRAL SERVICES

STEVEN F. McLAUGHLIN  
COUNTY EXECUTIVE

JAMES R. GORDON  
DIRECTOR

May 15, 2018

Janis D. Greene  
Sycaway Creamery Inc.  
42 Duncan Lane  
Troy, New York 12180

Re: RFB-18-22 Dairy Products and Eggs – **NOTICE OF AWARD**

Dear Ms. Greene:

I am pleased to inform you that your firm has been awarded the contract for the above-referenced bid based on your ability to meet Rensselaer County specifications and your low bid amount as follows:

RFB-18-22 Dairy Products and Eggs . . . . . \$236,356.33

The award period shall be from June 1, 2018 through May 31, 2019. Rensselaer County Purchase Orders will be forwarded to your firm as items are needed.

Thank you for submitting your bid.

Sincerely,

A handwritten signature in cursive script that reads "Christine M. Mariano".

Christine M. Mariano  
Deputy Director  
Bureau of Central Services

cc: James R. Gordon, Director, Central Services  
Lori A. Ruffinen, County Auditor  
Patrick A. Russo, Sheriff  
Douglas E. Cosey, Executive Director, V.R.M.  
Carol L. Rosbozom, Commissioner, Dept. of Aging  
Resolution: G/259/18

# OFFICIAL BID FORM

## Dairy Products and Eggs

Rensselaer County: Date and submission of bids up to and including 11:00 a.m., Wednesday, April 11, 2018 at which time all bids received will be opened and read aloud.

Item #, Description & Suggested Brand	Brand Name	Pkg	Unit Price	Est. Quantities	Total Price
1. Milk, homogenized - 1/2 gal container (Elmhurst)	<u>Borden</u>	ea	<u>1.79</u>	X <u>5,648</u>	= <u>10,109.92</u>
2. Milk, homogenized - 1/2 pint paper container (Garelick)	<u>Hood</u>	ea	<u>.2799</u>	X <u>130,050</u>	= <u>36,401.00</u>
3. Milk, homogenized - 4 oz paper container (Garelick)	<u>Hood</u>	ea	<u>.1665</u>	X <u>18,200</u>	= <u>3,030.00</u>
4. Milk, skim - 1/2 gal container (Garelick)	<u>Borden</u>	ea	<u>1.55</u>	X <u>1,872</u>	= <u>2,901.60</u>
5. Milk, skim - 1/2 pint paper container (Garelick)	<u>Hood</u>	ea	<u>.2095</u>	X <u>413,200</u>	= <u>86,565.40</u>
6. Milk, skim - 4oz paper container (Garelick)	<u>Hood</u>	ea	<u>.1559</u>	X <u>7,280</u>	= <u>1,134.96</u>
7. Milk, 2% - 1/2 gal container (Elmhurst)	<u>Borden</u>	ea	<u>1.79</u>	X <u>900</u>	= <u>1,611.00</u>
8. Milk, 2% - 1/2 pint paper container (Garelick)	<u>Hood</u>	ea	<u>.2499</u>	X <u>120,000</u>	= <u>29,988.00</u>
9. Milk, Lactaid - 20-1/2 pt containers per cs (Lactaid)	<u>Lactaid</u>	cs	<u>15.00</u>	X <del><u>22,200</u></del> <sup><u>600</u></sup>	= <del><u>333,000</u></del> <sup><u>16,650.00</u></sup>
10. Dairy creamer, half and half - 1 qt. container (Hood)	<u>Hood</u>	ea	<u>1.99</u>	X <u>5,622</u>	= <u>11,187.78</u>
11. Dairy creamer, half and half - 400/.375 oz per cs (Crowley)	<u>Hood</u>	bx	<u>13.50</u>	X <u>266</u>	= <u>3,591.00</u>
12. Cheese, cottage - 5 lb per container (Crowley)	<u>Cabot</u>	ea	<u>6.49</u>	X <u>238</u>	= <u>1,544.62</u>
13. Cheese, cottage, low fat, 1% milk fat - 5 lbs ea (Crowley)	<u>Cabot Nonfat</u>	ea	<u>6.49</u>	X <u>1,180</u>	= <u>7,658.20</u>
14. Cheese, ricotta - 6 / 3 lb per cs (Summermaid)	<u>Maqqio</u>	cs	<u>45.40</u>	X <u>96</u>	= <u>4,377.60</u>

BID CONTINUES ON NEXT PAGE

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Item #, Description & Suggested Brand	Brand Name	Pkg	Unit Price	Est. Quantities	Total Price
15. Sour cream, cultured - 5 lbs per container (Cabot)	<u>Cabot</u>	ea	<u>6.35</u> X	<u>164</u>	= <u>1041.40</u>
16. Yogurt, low fat, asst flavors - 5 lb container (Crowley)	<u>Crowley/Hoid</u>	ea	<u>5.39</u> X	<u>2,144</u>	= <u>11,556.16</u>
17. Eggs, Grade A, large - 30 dz per cs (Thomas)	<u>Thomas</u>	cs	<u>68.70</u> X	<u>102</u>	= <u>7007.40</u>

**236,356.33**

<b>NET AGGREGATE TOTAL \$</b> <u>223,036.04</u> (Total for Items 1 -17)
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**SURCHARGE FOR DELIVERIES TO DEPT FOR AGING SITES (See Bid Specifications) \$** 25.00  
 (The surcharge amount is for information only and will not be included in determining the bid award See Page 8 & Page 10)

- ALL ITEMS MUST BE BID. THERE ARE NO PARTIAL BIDS. Award is based on the Net Aggregate Total. Conditional bids will not be accepted.
- All bid quantities are estimated and the contract shall be for the actual quantities ordered during the award period.
- Contract Agreement: The specifications detailed herein and the bidder's signed Official Bid Form bid response, acknowledged by Rensselaer County's Notice of Award, shall constitute the entire agreement between Rensselaer County and the successful bidder
- Rensselaer County reserves the right to award the contract to the lowest responsible bidder meeting specifications.
- Sign and enclose both the Local Law and Non-Collusive bidding documents (2-sided) along the signed bid form.

**Bidder** Sycaway Creamery Inc Phone 518-273-7761 Fax 518-273-0047

**Address** 42 Duncan Lane City Troy State NY Zip 12186

**Authorized Signature** Janis D. Corcoran Date 4/9/18

**Print Name** Janis D. Corcoran Federal Tax ID # 141467550

**Email Address** Janis @ Sycaway Creamery.com

**RETURN IN ENCLOSED BID ENVELOPE**

LOCAL LAW #2, 1992  
CERTIFICATION of COMPLIANCE

Local Law No. 2 for the Year 1992, adopted by the County of Rensselaer and effective as of September 1, 1992, provided for certain changes to the County's Code of Ethics, adopted originally in 1989. One of the changes provided for by the 1992 legislation affects those persons and entities who wish to do business with the County of Rensselaer and Hudson Valley Community College. In substance, the Code of Ethics, as amended, provides as follows:

"No elected public official or family member hereof, nor any partnership [or] unincorporated association in which he or she is a member or employee or in which he or she has a proprietary interest, nor any business or professional corporation of which he or she is an officer, director or legally or beneficially owns or controls more than five percent of the outstanding stock, shall have business dealings with Rensselaer County or any of its boards, agencies, commissions, authorities, districts and Hudson Valley Community College. For purposes of this subdivision, business dealings shall include contracts with Rensselaer County, its boards, agencies, commissions, authorities, districts and Hudson Valley Community College, gained through competitive bidding."

For the purposes of the above section, the term "family member" means "...a spouse, child, step-child, brother, sister parent, or dependent of Rensselaer County officer, employee, public official and party officers."

Should you have any questions concerning the foregoing, you should feel free to contact the Office of the Rensselaer County Attorney, located at the Ned Pattison Rensselaer County Government Center, 1600 Seventh Avenue, Troy, New York 12180, either in writing or by telephone. The telephone number for the County Attorney's office is (518) 270-2950. Their facsimile number is (518) 270-2922.

STATE OF NEW YORK

COUNTY OF RENSSELAER

The undersigned vendor/bidder hereby certifies and affirms to the County of Rensselaer, New York that it has reviewed the pertinent provisions of Local Law No. 2 of the Year 1992 for the County of Rensselaer, New York and that the undersigned vendor/bidder is not in violation of those provisions pertaining to business dealings with the County of Rensselaer.

- PRINT or TYPE ALL INFORMATION except "SIGNATURE" -

Spraway Creamery  
(Name of Vendor/Company)

Janis D Greene  
(Person authorized to sign & Title)

42 Duncan Lane  
(Street or Box Number)

Troy NY 12182  
(City, State, Zip Code)

Janis D Greene 4/5/18  
(Authorized Signature) (Date)

**SUBMIT THIS FORM WITH YOUR BID**

**CONTRACT CLAUSES REQUIRED BY LAW AND INCLUDED AS PROVISION OF THE BID**

Upon the refusal of a person, when called before a Grand Jury, head of a municipality, or other Municipal Agency, which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation concerning any transaction or contract had with the State, any political subdivision thereof, a public authority or with any public department, agency or official of the State or any political sub-division thereof or of any public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract,

- (a) such person, any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from district, or any public department, agency or official thereof, for goods, work or services for a period of five years after such refusal, and to provide also that
- (b) any and all contracts made with any municipal corporation or any public department, agency or official thereof or with any fire district or any agency or official thereof by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be canceled or terminated by the municipal corporation or fire district without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation or fire district for goods delivered or work done prior to the cancellation or termination shall be paid.

Each contract to which the municipality is a party and which is of such character that the employees engaged thereon are required to be insured under the provisions of the Workmen's Compensation Law, shall contain a stipulation that such contract shall be void and of no effect unless the person or corporation making or performing such contract shall secure compensation for the benefit of, and keep insured during the life of such contract, such employees in compliance with the provision of the Workmen's Compensation Law.

A contractor, to whom any contract shall be let, granted or awarded, as required by law, shall not assign, transfer, convey, sublet or otherwise dispose of the same, or of his right, title, or interest therein, or his power to execute such contract, to any other person or corporation without the previous consent in writing of the municipality awarding the contract.

**NON-COLLUSIVE BIDDING CERTIFICATION**

- (a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury that to the best of knowledge and belief:
  - (1) The prices in this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
  - (2) 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 the opening directly or indirectly, to any other bidder or to any competitor; and
  - (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or Corporation to submit or not to submit a bid, for the purpose of restricting competition.

SIGNED: Joris D. Green DATED: 4/5/18  
TITLE: Vice President FIRM: Sycaway Creamery Inc

**SUBMIT THIS FORM WITH YOUR BID**