

**REQUEST FOR VENDOR QUOTES
FOR
CITY OF SAN BERNARDINO
FOR
FOOD SUPPLIES AND CONSUMABLE PRODUCTS**



**CITY OF SAN BERNARDINO
290 North D Street
San Bernardino, California 92401**

Telephone: (909) 384-7272

<https://www.ci.san-bernardino.ca.us/>

REQUEST FOR VENDOR PRICE QUOTES
RFQ F-22-53

FOOD SUPPLIES AND CONSUMABLE PRODUCTS

PUBLIC NOTICE IS HEREBY GIVEN that vendor price quotes (“Quotes”) will be received by the City of San Bernardino (“City”) electronically through the City’s online bid management provider (“PlanetBids”), until April, 21, 2022. Quotes may **NOT** be submitted by fax, email, telephone, mail, hand delivery, or other means; any Quotes received through any means other than PlanetBids will be returned to the Vendor unopened.

The award of this contract is subject to available budget adequate to carry out the provisions of the proposed agreement including the identified scope of work. The City reserves the right to reject any or all Quotes.

The City is committed to inclusion and diversity and welcomes proposals and bids from contractors, consultants, and vendors of all faiths, creeds, ancestries, and ethnicities without regard to disability, gender identity, sexual orientation, or immigration status. The City condemns and will not tolerate prejudice, racism, bigotry, hatred, bullying, or violence towards any group within or outside of our community.

I. REQUEST FOR QUOTES

The City is requesting Quotes from qualified vendors¹ (“Vendors”) for FOOD SUPPLES AND CONSUMABLE PRODUCTS. To serve and promote the welfare of its residents, the City intends to procure the Project/Equipment.

A. Scope of Work/Services

The Project/Equipment sought under this request are set forth in more detail in **Attachment “A”**, attached hereto and incorporated herein by this reference. Notwithstanding the inclusion of such Project/Equipment in **Attachment “A”**, the final scope of Project/Equipment negotiated between City and the successful Vendor shall be set forth in the Goods Purchase Agreement (“Agreement”) executed by and between City and the successful Vendor. A copy of the Agreement is attached hereto as **Attachment “B”** and incorporated herein by this reference.

B. Project Manager

The Project Manager for the City regarding this request will be Vanessa Slouka, Buyer, Purchasing Department, (909)384-5346, slouka_va@sbcity.org or a designated representative, who will coordinate the assistance to be provided by the City to the Vendor.

C. Requests for Clarification

All questions, requests for interpretations or clarifications, either administrative or technical must be requested in writing and will be answered in writing through PlanetBids. To ensure a response, questions must be received in writing no later than April 12, 2022 by 3:00 PM local time.

D. Meeting

For this request, there is no meeting

¹Use of the term “Vendor(s)” shall mean individual proprietorship, partnership, Limited Liability Company, corporation or joint venture.

E. Site Examination

Vendors may visit the City and its physical facilities to determine the local conditions which may in any way affect the performance of the work; shall familiarize themselves with all federal, state and local laws, ordinances, rules, regulations, and codes affecting the performance of the Project/Equipment; make such investigations, as it may deem necessary for performance of the Project/Equipment at its Quote within the terms of the Agreement; and correlate its observations, investigations, and determinations with the requirements of the Agreement.

F. Submittal Requirements of Vendor Price Quote

The Quote must be received no later than 3:00 PM local time, on or before April 21, 2022 through PlanetBids. It is solely the responsibility of Vendor to see that its Quote is properly submitted to PlanetBids in proper form and prior to the stated closing time. PlanetBids will not accept late Quotes. The City will only consider Quotes that have transmitted successfully and have been issued a confirmation number with a time stamp from PlanetBids indicating that the Quote was submitted successfully.

Vendors experiencing any technical difficulties with the Quote submission process may contact PlanetBids Customer Support. If you continue to have difficulty, please contact Vanessa Slouka @ (909)384-5346. Neither the City nor PlanetBids make any guarantee as to the timely availability of assistance or assurance that any given problem will be resolved by the Quote submission date and/or time.

Vendors to provide a Quote for the scope of Project/Equipment as set forth in the Vendor Quote Form attached under the "Documents" tab in Planetbids as **Attachment "C"** and incorporated herein by this reference. Vendors submitting a Quote agree to furnish services to the City in accordance with the Quote submitted, and to be bound by the terms and conditions of this Request for Vendor Price Quote. Vendor is certifying that it takes no exceptions to the request, including but not limited to, the Agreement.

G. Selection Process

The City will evaluate and award to the responsible Vendor offering the needed quality of supply or work or service at the lowest quotation or determined to be in the best interest of the City. During the evaluation process, the City reserves the right, to request additional information or clarifications from Vendors, or to allow corrections of errors or omissions.

H. General Conditions

1. General: It is solely the responsibility of the Vendor to see that its Quote is properly submitted to PlanetBids in proper form and prior to the stated closing time. PlanetBids will not accept late Quotes.

2. Amendments to Request: The City reserves the right to amend the request or issue to all Vendors addenda to answer questions for clarification.

3. Non-Responsive Quotes: A Quote may be considered non-responsive if conditional or incomplete.

4. Costs for Preparing: The City will not compensate any Vendor for the cost of preparing any Quote, and all materials submitted with a Quote shall become the property of the City. The City will retain all Quotes submitted and may use any idea in a Quote regardless of whether that Quote is selected.

5. Price Validity: Quotes provided by Proposers in response to this request are valid for **120** days from the due date. The City intends to award the Agreement within this time but may request an extension from the Vendors to hold pricing, until negotiations are complete and the Agreement is awarded.

6. Availability to Perform Work: Vendor must be available to begin Project/Equipment within working days of the contract being awarded and must complete all Project/Equipment within *****INSERT "working" or "calendar"***** days.

7. Additional Costs to Perform Work/Services: The Vendor's Quote is inclusive of all cost and applicable taxes. Vendor is responsible for all building permit fees, applicable renderings, plans, documentation and fees required by the Agreement. Vendor will be required to maintain at its own cost the necessary insurance as required by the Agreement and a City business license.

8. Vendor License: Pursuant to Section 7028.15 of the Business and Professions Code and Section 3300 of the Public Contract Code, all Vendors must possess proper licenses for performance of this Agreement. Subcontractors must possess the appropriate licenses for specialty work. Pursuant to Section 7028.5 of the Business and Professions Code, the City shall consider any Quote submitted by a Vendor not currently licensed in accordance with state law to be nonresponsive. The City shall have the right to request, and proposers shall provide within five (5) calendar days, evidence satisfactory to the City of all valid license(s) currently held by Vendor and each of the Vendor's subcontractors before awarding the Agreement.

[END OF SECTION]

ATTACHMENT "A"
PROPOSED SCOPE OF PROJECT/EQUIPMENT SERVICES

The Vendor will furnish all materials, renderings, equipment, tools, removal, installation, labor, coordination, permits, supervision, freight, and incidentals (including tax) as necessary to perform and complete the project pursuant to the Request for Vendor Quotes and the Agreement. The following is a non-inclusive description of the project work and/or goods to be provided.

SCOPE OF SERVICES FOR ALL THREE PRICE FORMS

1.1 Purpose and Background

The City of San Bernardino is the designated Agency for providing meals to the San Bernardino area senior-aged residents.

The purpose of the Elderly Nutrition Program is to provide nutrition services as described in the Older Americans Act of 1965, as amended, and to assist older individuals in California to live independently, by promoting better health through improved nutrition and reduced isolation through programs coordinated with nutrition related supportive services.

The Senior Nutrition Program serves daily lunch meals and dinner meals to individual age sixty (60) and older, that provide one-third (1/3) of the Dietary Reference Intakes, promote good health behaviors through nutrition education and screenings of participants, and promote and maintain coordination with other nutrition-related supportive services for older individuals.

The City of San Bernardino serves between 45,000 and 49,000 meals annually in a Congregate Nutrition program, which provides nutritionally sound and satisfying meals in a group setting. We Service five (5) location throughout the City of San Bernardino and one (1) location in Highland, California five (5) days per week.

1.2

The period of performance of any contract resulting from this RFQ is scheduled to begin on July 1, 2022, through June 30, 2023, with an option to renew for three (3) additional one-year periods:

Year 2: July 1, 2023, through June 30, 2024

Year 3: July 1, 2024, through June 30, 2025

Year 4: July 1, 2025 through June 30, 2026

**SCOPE OF SERVICES FOR
FOOD SUPPLIES & CONSUMABLE PRODUCTS, DAIRY, MEAT & SEAFOOD
PRICE FORMS:**

SCOPE OF WORK:

The purpose of this Request for Proposal is to provide food and dairy products which include: fresh produce items such as vegetables and fruits, canned items such as vegetables, fruits, sauces, frozen foods, dry goods such as pasta and rice, dairy items such as milk, eggs, cheeses, meat and seafood items, and bakery type items, such as bread loaves and buns, for the City of San Bernardino Senior Nutrition Program.

All food items provided shall comply with Title 22, California Retail Food Code (CRFC) standards, and Hazard Analysis Critical Control Point (HACCP) best practices guidelines. All food shall be of good quality and shall be obtained from sources that conform to Federal, State and local regulatory standards for quality, sanitation and safety.

The program will also purchase chemical and janitorial products designed for food service, as well as consumable items such as napkins, foils, wraps, trays, and utensils.

DELIVERY LOCATION:

City of San Bernardino
Fifth Street Senior Center
600 West 5th Street
San Bernardino, CA 92410-3202

SECOND DELIVERY LOCATION FOR MILK DELIVERY ONLY:

City of San Bernardino
Perris Hill Senior Center
780 East 21st Street
San Bernardino, CA 92404

DELIVERY DATES:

Orders will be placed in sufficient time for deliveries on Thursday, between the hours of 8:00 am and 2:00 pm. The schedule for placing orders for Thursday delivery will be set by the Senior Nutrition Program Manager and the successful bidder.

INSURANCE AND INDEMNIFICATION:

Supplier shall indemnify, defend and hold City, its officers, employees and agents harmless from any claim, demand, liability, suit, judgement or expense (including, with limitation, reasonable costs of defense) arising out of or related to Supplier's performance of this agreement, except that such duty to indemnify, defend and hold harmless shall not apply where injury to person or property is caused by City's willful misconduct or sole negligence. The costs, salary and expenses of the City Attorney and members of his office in enforcing this Agreement on behalf of the City, shall be considered as "attorney's fees" for the purposes of this paragraph.

SITE INSPECTION

Any site inspection for delivery purposes are voluntary and should be conducted prior to submitting bid response.

ATTACHMENT "B"
GOODS PURCHASE AGREEMENT

CITY OF SAN BERNARDINO
GOODS PURCHASE AGREEMENT

This Goods Purchase Agreement (“Agreement”) is entered into this *****INSERT DAY***** day of *****INSERT MONTH*****, 2021, by and between the City of San Bernardino, a charter city and municipal corporation organized under the laws of the State of California with its principal place of business at Vanir Tower, 290 North D Street, San Bernardino, California 92401, County of San Bernardino, State of California (“City”), and *****INSERT NAME*****, a *****INSERT TYPE OF ENTITY - CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP OR OTHER LEGAL ENTITY***** with its principal place of business at *****INSERT ADDRESS***** (“Supplier”). City and Supplier are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

Section 1. DEFINITIONS.

A. “Goods” means all machinery, equipment, supplies, items, parts, materials, labor or other services, including design, engineering and installation services, provided by Supplier as specified in Exhibit “A,” attached hereto and incorporated herein by reference.

B. “Delivery Date(s)” means that date or dates upon which the Goods is to be delivered to City, ready for approval, testing and/or use as specified in Exhibit “B.”

Section 2. MATERIALS AND WORKMANSHIP.

When Exhibit “A” specifies machinery, equipment or material by manufacturer, model or trade name, no substitution will be made without City’s written approval. Machinery, equipment or material installed in the Goods without the approval required by this Section 2 will be deemed to be defective material for purposes of Section 4. Where machinery, equipment or materials are referred to in Exhibit “A” as equal to any particular standard, City will decide the question of equality. When requested by City, Supplier will furnish City with the name of the manufacturer, the performance capabilities and other pertinent information necessary to properly determine the quality and suitability of any machines, equipment and material to be incorporated in the Goods. Material samples will be submitted at City’s request.

Section 3. INSPECTIONS AND TESTS.

City shall have the right to inspect and/or test the Goods prior to acceptance. If upon inspection or testing the Goods or any portion thereof are found to be nonconforming, unsatisfactory, defective, of inferior quality or workmanship, or fail to meet any requirements or specifications contained in Exhibit “A,” then without prejudice to any other rights or remedies, City may reject the Goods or exercise any of its rights under Section 4.C. The inspection, failure to make inspection, acceptance of goods, or payment for goods shall not impair City’s right to reject nonconforming goods, irrespective of City’s failure to notify Supplier of a rejection of nonconforming goods or revocation of acceptance thereof or to specify with particularity any defect in nonconforming goods after rejection or acceptance thereof.

Section 4. WARRANTY.

A. Supplier warrants that the Goods will be of merchantable quality and free from defects in design, engineering, material, and workmanship for a period of two (2) years, or such longer period

as provided by a manufacturer's warranty or as agreed to by Supplier and City, from the date of final written acceptance of the Goods by City as required for final payment under Section 7. Supplier further warrants that any services provided in connection with the Goods will be performed in a professional and workmanlike manner and in accordance with the highest industry standards.

B. Supplier further warrants that all machinery, equipment, or process included in the Goods will meet the performance requirements and specifications specified in Exhibit "A" and shall be fit for the purpose intended. City's inspection, testing, approval, or acceptance of any such machinery, equipment, or process will not relieve Supplier of its obligations under this Section 4.B.

C. For any breach of the warranties contained in Section 4.A and Section 4.B, Supplier will, immediately after receiving notice from City, at the option of City, and at Supplier's own expense and without cost to City:

1. Repair the defective Goods;
2. Replace the defective Goods with conforming Goods, F.O.B. City's plant, office or other location of City where the Goods was originally performed or delivered; or
3. Repay to City the purchase price of the defective Goods.

If City selects repair or replacement, any defects will be remedied without cost to City, including but not limited to, the costs of removal, repair, and replacement of the defective Goods, and reinstallation of new Goods. All such defective Goods that is so remedied will be similarly warranted as stated above. In addition, Supplier will repair or replace other items of the Goods which may have been damaged by such defects or the repairing of the same, all at its own expense and without cost to City.

D. Supplier also warrants that the Goods is free and clear of all liens and encumbrances whatsoever, that Supplier has a good and marketable title to same, and that Supplier owns or has a valid license for all of the proprietary technology and intellectual property incorporated within the Goods. Supplier agrees to indemnify, defend, and hold City harmless against any and all third party claims resulting from the breach or inaccuracy of any of the foregoing warranties.

E. In the event of a breach by Supplier of its obligations under this Section 4, City will not be limited to the remedies set forth in this Section 4, but will have all the rights and remedies permitted by applicable law, including without limitation, all of the rights and remedies afforded to City under the California Commercial Code.

Section 5. PRICES.

Unless expressly provided otherwise, all prices and fees specified in Exhibit "C," attached hereto and incorporated herein by reference, are firm and shall not be subject to change without the written approval of City. No extra charges of any kind will be allowed unless specifically agreed to in writing by City's authorized representative. The total price shall include (i) all federal, state and local sales, use, excise, privilege, payroll, occupational and other taxes applicable to the Goods furnished to City hereunder; and (ii) all charges for packing, freight and transportation to destination.

Section 6. CHANGES.

City, at any time, by a written order, and without notice to any surety, may make changes in

the Goods, including but not limited to, City's requirements and specifications. If such changes affect the cost of the Goods or time required for its performance, an equitable adjustment will be made in the price or time for performance or both. Any change in the price necessitated by such change will be agreed upon between City and Supplier and such change will be authorized by a change order document signed by City and accepted by Supplier.

Section 7. PAYMENTS.

A. Terms of payment, are net thirty (30) days, less any applicable retention, after receipt of invoice, or completion of applicable Progress Milestones. Final payment shall be made by City after Supplier has satisfied all contractual requirements. Payment of invoices shall not constitute acceptance of Goods.

B. If Progress Milestones have been specified in Exhibit "B," then payments for the Goods will be made as the requirements of such Progress Milestones are met. Progress payments for the Goods will be made by City upon proper application by Supplier during the progress of the Goods and according to the terms of payment as specified in Exhibit "B." Supplier's progress billing invoice will include progress payments due for the original scope of work and changes. Each "Item for Payment" shown in Exhibit "B" and each change order will be itemized on the invoice. Invoices for cost plus work, whether part of Exhibit "B" or a change order, must have subcontractor and/or supplier invoices attached to Supplier's invoice. Other format and support documents for invoices will be determined by City in advance of the first invoice cycle.

C. Payments otherwise due may be withheld by City on account of defective Goods not remedied, liens or other claims filed, reasonable evidence indicating probable filing of liens or other claims, failure of Supplier to make payments properly to its subcontractors or for material or labor, the failure of Supplier to perform any of its other obligations under the Agreement, or to protect City against any liability arising out of Supplier's failure to pay or discharge taxes or other obligations. If the causes for which payment is withheld are removed, the withheld payments will be made promptly. If the said causes are not removed within a reasonable period after written notice, City may remove them at Supplier's expense.

D. Payment of the final Progress Milestone payment or any retention will be made by City upon:

1. Submission of an invoice for satisfactory completion of the requirements of a Progress Milestone as defined in Exhibit "B" and in the amount associated with the Progress Milestone;

2. Written acceptance of the Goods by City;

3. Delivery of all drawings and specifications, if required by City;

4. Delivery of executed full releases of any and all liens arising out of this Agreement; and

5. Delivery of an affidavit listing all persons who might otherwise be entitled to file, claim, or maintain a lien of any kind or character, and containing an averment that all of the said persons have been paid in full.

If any person refuses to furnish an actual release or receipt in full, Supplier may furnish a bond

satisfactory to City to indemnify City against any claim or lien at no cost to City.

E. Acceptance by Supplier of payment of the final Progress Milestone payment pursuant to Section 7.D will constitute a waiver, release and discharge of any and all claims and demands of any kind or character which Supplier then has, or can subsequently acquire against City, its successors and assigns, for or on account of any matter or thing arising out of, or in any manner connected with, the performance of this Agreement. However, payment for the final Progress Milestone by City will not constitute a waiver, release or discharge of any claims or demands which City then has, or can subsequently acquire, against Supplier, its successors and assigns, for or on account of any matter or thing arising out of, or in any manner connected with, the performance of this Agreement.

Section 8. SCHEDULE FOR DELIVERY.

A. The time of Supplier's performance is of the essence for this Agreement. The Goods will be delivered in accordance with the schedule set forth in Exhibit "B." Supplier must immediately notify City in writing any time delivery is behind schedule or may not be completed on schedule. In addition to any other rights City may have under this Agreement or at law, Supplier shall pay City the sum of \$[***INSERT AMOUNT***] per item of Goods for each calendar day for which the item of Goods is unavailable beyond the scheduled delivery date(s) specified in Exhibit "B."

B. In the event that the Goods is part of a larger project or projects that require the coordination of multiple contractors or suppliers, then Supplier will fully cooperate in scheduling the delivery so that City can maximize the efficient completion of such project(s).

Section 9. TAXES.

A. Supplier agrees to timely pay all sales and use tax (including any value added or gross receipts tax imposed similar to a sales and use tax) imposed by any federal, state or local taxing authority on the ultimate purchase price of the Goods provided under this Agreement.

B. Supplier will withhold, and require its subcontractors, where applicable, to withhold all required taxes and contributions of any federal, state or local taxing authority which is measured by wages, salaries or other remuneration of its employees or the employees of its subcontractors. Supplier will deposit, or cause to be deposited, in a timely manner with the appropriate taxing authorities all amounts required to be withheld.

C. All other taxes, however denominated or measured, imposed upon the price of the Goods provided hereunder, will be the responsibility of Supplier. In addition, all taxes assessed by any taxing jurisdiction based on Supplier property used or consumed in the provision of the Goods such as and including ad valorem, use, personal property and inventory taxes will be the responsibility of Supplier.

D. Supplier will, upon written request, submit to City written evidence of any filings or payments of all taxes required to be paid by Supplier hereunder.

Section 10. INDEPENDENT CONTRACTOR.

Supplier enters into this Agreement as an independent contractor and not as an employee of City. Supplier shall have no power or authority by this Agreement to bind City in any respect. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Supplier are employees,

agents, contractors or subcontractors of the Supplier and not of City. City shall not be obligated in any way to pay any wage claims or other claims made against Supplier by any such employees, agents, contractors or subcontractors or any other person resulting from performance of this Agreement.

Section 11. SUBCONTRACTS.

Unless otherwise specified, Supplier must obtain City's written permission before subcontracting any portion of the Goods. Except for the insurance requirements in Section 13.A, all subcontracts and orders for the purchase or rental of supplies, materials or equipment, or any other part of the Goods, will require that the subcontractor be bound by and subject to all of the terms and conditions of the Agreement. No subcontract or order will relieve Supplier from its obligations to City, including, but not limited to Supplier's insurance and indemnification obligations. No subcontract or order will bind City.

Section 12. TITLE AND RISK OF LOSS.

Unless otherwise agreed, City will have title to, and risk of loss of, all completed and partially completed portions of the Goods upon delivery, as well as materials delivered to and stored on City property which are intended to become a part of the Goods. However, Supplier will be liable for any loss or damage to the Goods and/or the materials caused by Supplier or its subcontractors, their agents or employees, and Supplier will replace or repair said Goods or materials at its own cost to the complete satisfaction of City. Notwithstanding the foregoing, in the event that the City has paid Supplier for all or a portion of the Goods which remains in the possession of Supplier, then City shall have title to, and the right to take possession of, such Goods at any time following payment therefor. Risk of loss for any Goods which remains in the possession of Supplier shall remain with Supplier until such Goods has been delivered or City has taken possession thereof. Supplier will have risk of loss or damage to Supplier's property used in the construction of the Goods but which does not become a part of the Goods.

Section 13. INDEMNIFICATION.

A. Supplier shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions, negligence or willful misconduct of Supplier, its officials, officers, employees, agents, subcontractors and subconsultants arising out of or in connection with the Goods or the performance of this Agreement, including without limitation the payment of all consequential damages and attorneys' fees and other related costs and expenses except such loss or damage which was caused by the sole negligence or willful misconduct of the City.

B. Supplier's defense obligation for any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the City, its officials, officers, employees, agents, or volunteers shall be at Supplier's own cost, expense, and risk. Supplier shall pay and satisfy any judgment, award, or decree that may be rendered against City or its officials, officers, employees, agents, or volunteers, in any such suit, action, or other legal proceeding. Supplier shall reimburse City and its officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

C. Supplier's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its officials, officers, employees, agents or volunteers.

Section 14. INSURANCE.

A. General. Supplier shall take out and maintain:

1. Commercial General Liability Insurance, of at least \$2,000,000 per occurrence/ \$4,000,000 aggregate for bodily injury, personal injury and property damage, at least as broad as Insurance Services Office Commercial General Liability most recent Occurrence Form CG 00 01;

2. Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, of at least \$1,000,000 per accident for bodily injury and property damage, at least as broad as most recent Insurance Services Office Form Number CA 00 01 covering automobile liability, Code 1 (any auto);

3. Workers' Compensation in compliance with applicable statutory requirements and Employer's Liability Coverage of at least \$1,000,000 per occurrence; and

4. Pollution Liability Insurance of at least \$1,000,000 per occurrence and \$2,000,000 aggregate shall be provided by the Supplier if transporting hazardous materials.

5. If Supplier is also the manufacturer of any equipment included in the Goods, Supplier shall carry Product Liability and/or Errors and Omissions Insurance which covers said equipment with limits of not less than \$1,000,000.

6. Privacy/Network Security (Cyber Liability), of at least \$1,000,000 per occurrence and aggregate for: (1) privacy breaches, (2) system breaches, (3) denial or loss of service, and (4) the introduction, implantation or spread of malicious software code, in a form and with insurance companies acceptable to the City.

B. Additional Insured; Primary; Waiver of Subrogation; No Limitation on Coverage. The policies required under this Section shall give City, its officials, officers, employees, agents or volunteers additional insured status. Such policies shall contain a provision stating that Supplier's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the City or any additional insureds shall not be called upon to contribute to any loss, and shall contain or be endorsed with a waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers. The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as additional insured pursuant to this Agreement.

C. Insurance Carrier. All insurance required under this Section is to be placed with insurers with a current A.M. Best's rating no less than A-:VII, licensed to do business in California, and satisfactory to the City.

D. Evidence of Insurance. Supplier shall furnish City with original certificates of insurance and endorsements effecting coverage required by the Agreement. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind

coverage on its behalf, and shall be on forms supplied or approved by the City. All certificates and endorsements must be received and approved by the City before delivery commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

E. Subcontractors. All subcontractors shall meet the requirements of this Section before commencing work. In addition, Supplier shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

F. Freight. Supplier shall ensure that third party shippers contracted by Supplier have adequate insurance coverage for the shipped Goods.

Section 15. LIENS.

A. Supplier, subcontractors and suppliers will not make, file or maintain a mechanic's or other lien or claim of any kind or character against the Goods, for or on account of any labor, materials, fixtures, tools, machinery, equipment, or any other things furnished, or any other work done or performance given under, arising out of, or in any manner connected with the Agreement (such liens or claims referred to as "Claims"); and Supplier, subcontractor and suppliers expressly waive and relinquish any and all rights which they now have, or may subsequently acquire, to file or maintain any Claim and Supplier, subcontractor and suppliers agree that this provision waiving the right of Claims will be an independent covenant.

B. Supplier will save and hold City harmless from and against any and all Claims that may be filed by a subcontractor, supplier or any other person or entity and Supplier will, at its own expense, defend any and all actions based upon such Claims and will pay all charges of attorneys and all costs and other expenses arising from such Claims.

Section 16. TERMINATION OF AGREEMENT BY CITY.

A. Should Supplier at any time refuse or fail to deliver the Goods with promptness and diligence, or to perform any of its other obligations under the Agreement, City may terminate Supplier's right to proceed with the delivery of the Goods by written notice to Supplier. In such event City may obtain the Goods by whatever method it may deem expedient, including the hiring of another contractor or other contractors and, for that purpose, may take possession of all materials, machinery, equipment, tools and appliances and exercise all rights, options and privileges of Supplier. In such case Supplier will not be entitled to receive any further payments until the Goods is delivered. If City's cost of obtaining the Goods, including compensation for additional managerial and administrative services, will exceed the unpaid balance of the Agreement, Supplier will be liable for and will pay the difference to City.

B. City may, for its own convenience, terminate Supplier's right to proceed with the delivery of any portion or all of the Goods by written notice to Supplier. Such termination will be effective in the manner specified in such notice, will be without prejudice to any claims which City may have against Supplier, and will not affect the obligations and duties of Supplier under the Agreement with respect to portions of the Goods not terminated.

C. On receipt of notice under Section 16.B, Supplier will, with respect to the portion of the Goods terminated, unless the notice states otherwise,

1. Immediately discontinue such portion of the Goods and the placing of orders for materials, facilities, and supplies in connection with the Goods,
2. Unless otherwise directed by City, make every reasonable effort to procure cancellation of all existing orders or contracts upon terms satisfactory to City; and
3. Deliver only such portions of the Goods which City deems necessary to preserve and protect those portions of the Goods already in progress and to protect material, plant and equipment at the Goods site or in transit to the Goods site.

D. Upon termination pursuant to Section 16.B, Supplier will be paid a pro rata portion of the compensation in the Agreement for any portion of the terminated Goods already delivered, including material and services for which it has made firm contracts which are not canceled, it being understood that City will be entitled to such material and services. Upon determination of the amount of said pro rata compensation, City will promptly pay such amount to Supplier upon delivery by Supplier of the releases of liens and affidavit, pursuant to Section 7.C.

Section 17. FORCE MAJEURE

A. Supplier shall not be held responsible for failure or delay in shipping nor City for failure or delay in accepting goods described herein if such failure or delay is due to a Force Majeure Event.

B. A Force Majeure Event shall mean an event that materially affects a Party's performance and is one or more of the following: (1) Acts of God or other natural disasters occurring at the project site; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the work); (4) pandemics, epidemics or quarantine restrictions; and (5) strikes and other organized labor action occurring at the project site and the effects thereof on the work, only to the extent such strikes and other organized labor action are beyond the control of Supplier and its subcontractors, of every tier, and to the extent the effects thereof cannot be avoided by use of replacement workers. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of the City in its capacity as a municipal authority.

C. In the event of any such excused interference with shipments, City shall have the option either to reduce the quantity provided for in the order accordingly or to exercise its right of cancellation as set forth in this Agreement.

Section 18. MISCELLANEOUS PROVISIONS.

A. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address or at such other address as the respective parties may provide in writing for this purpose:

CITY:

City of San Bernardino
Vanir Tower, 290 North D Street
San Bernardino, CA 92401

SUPPLIER:

*****INSERT NAME, ADDRESS &
CONTACT PERSON*****

Attn: **[***INSERT NAME AND TITLE***]**

With Copy To:

City of San Bernardino

Vanir Tower, 290 North D Street

San Bernardino, CA 92401

Attn: City Attorney

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

B. Assignment or Transfer. Supplier shall not assign or transfer any interest in this Agreement whether by assignment or novation, without the prior written consent of the City, which will not be unreasonably withheld. Provided, however, that claims for money due or to become due Supplier from the City under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer, whether voluntary or involuntary, shall be furnished promptly to the City.

C. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

D. Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

E. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

F. Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in San Bernardino County.

G. Attorneys' Fees and Costs. If any action in law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, each Party shall pay its own attorneys' fees.

H. Interpretation. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party.

I. No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

J. Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right and authority to make this Agreement and bind each respective Party.

K. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

L. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

M. City's Right to Employ Other Suppliers. City reserves its right to employ other contractors in connection with the Goods.

N. Entire Agreement. This Agreement constitutes the entire agreement between the Parties relative to the Goods specified herein. There are no understandings, agreements, conditions, representations, warranties or promises with respect to this Agreement, except those contained in or referred to in the writing.

O. Electronic Signature. Each Party acknowledges and agrees that this Agreement may be executed by electronic or digital signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE TO GOODS PURCHASE AGREEMENT
BETWEEN THE CITY OF SAN BERNARDINO
AND [***INSERT NAME***]**

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first above written.

CITY OF SAN BERNARDINO

[*INSERT SUPPLIER NAME***]**

APPROVED BY:

Signature

[*INSERT NAME***]**

City Manager

Name

ATTESTED BY:

Title

[*INSERT NAME***]**

City Clerk

APPROVED AS TO FORM:

Best Best & Krieger LLP
City Attorney

ATTACHMENT "C"
VENDOR PRICE FORM

Located under the "Documents" tab in Planetbids as "Price Form"

CITY of San Bernardino
 Bid Results for Project Food Supplies & Consumable Products for Senior Nutrition Center (RFQ F-23-53)
 Issued on 04/09/2022
 Bid Opening Date: 04/14/2022 3:00 PM (PDT)
 Reported on 04/25/2022

Line Totals (Unit Price * Quantity)	Item Code	Description	Quantity	Unit Price	Line Total	Hollanda Dairy Inc. - Unit Price	Hollanda Dairy Inc. - Line Total	Hollanda Dairy Inc. - Response	Hollanda Dairy Inc. - Comment	Speco Riverside, Inc. - Unit Price	Speco Riverside, Inc. - Line Total	Speco Riverside, Inc. - Response	Speco Riverside, Inc. - Comment
	1	Dairy Products Total			\$2,644.00		\$2,644.00	Yes		\$2,566.79	\$2,566.79	Yes	
	2	Produce and Vegetables						No		\$1,264.60	\$1,264.60	Yes	
	3	Frozen Foods						No		\$2,889.92	\$2,889.92	Yes	
	4	Canned/Dry Goods/Condiments						No		\$3,000.35	\$3,000.35	Yes	
	5	Meat & Seafood Products						No		\$3,200.33	\$3,200.33	Yes	
	6	Janitorial/ Food Handling Supplies/ Consumable Products						No		\$3,555.00	\$3,555.00	Yes	
	7	Tax						No		\$2,695.01	\$2,695.01	Yes	
		Subtotal			\$2,644.00		\$2,644.00						
		Total			\$2,644.00		\$2,644.00						

CITY OF SAN BERNARDINO - RFQ # F-22-53
PRICE FORM

Provide pricing that is a Firm Fixed Price.

ITEM NO.	DESCRIPTION	UOM	QTY	UNIT PRICE	EXTENDED	Sysco #	Pack/Size	Description	Cost	Pack/Size Converters	Price
DAIRY PRODUCTS:											
1	MILK 1% LOW FAT - 70/8 oz	CASE	70	22.97	1,608.18	7186405	50/8 OZ	Milk 1% HP Corr	\$16.41	1.40	\$22.97
2	EGGS WHITE AA USDA XLG	DOZ	10	3.74	37.36	7180147	1/15 DZ	Egg Shell Xlg Wht Aa C	\$56.10	0.07	\$3.74
3	CHEDDAR/JACK CHEESE SHREDED 4/5LB	CASE	5	59.41	297.05	2819458	4/5LB	Cheese Cheddar Jack Fthr	\$59.41	1.00	\$59.41
4	MARGARINE SOLID ZTF - 30/ 1 LB	CASE	10	22.82	228.20	5995129	30/1 LB	Margarine Solid Ztf	\$22.82	1.00	\$22.82
5	MARGARINE SINGLE SERVING PACKETS 600/5gm	CASE	10	25.24	252.40	6631347	600/5 GM	Margarine Soft Butry Spre	\$25.24	1.00	\$25.24
6	PIZZA CHEESE ROUND - BULK - CASE/54 - 5.2 OZ	CASE	10	54.36	543.60	1284595	24/5.2 OZ	Pizza Cheese Deep Dish 5I	\$24.16	2.25	\$54.36
FRESH FRUITS AND VEGETABLES:											
FRESH FRUITS AND VEGETABLES:											
7	FRESH LETTUCE - SHRED - (2) 5 LB/CASE	CASE	6	9.87	59.22	1675529	4/5 LB	Lettuce Shredded 1/8 Pres	\$19.74	0.50	\$9.87
8	FRESH LETTUCE - SPRING MIX - (2) 5 LB/CASE	CASE	20	24.58	491.51	9516907	1/3 LB	Lettuce Spring Mix	\$7.38	3.33	\$24.58
9	FRESH ORANGES - 138 CT/CASE	CASE	10	26.37	263.70	7651967	1/138 CT	Orange Choice Fresh	\$26.37	1.00	\$26.37
10	FRESH TOMATOES - ROMA - 25 LB/CASE	CASE	8	17.55	140.40	5418132	1/25 LB	Tomato Roma Utility Fresh	\$17.55	1.00	\$17.55
11	FRESH APPLES - RED DELICIOUS - 138 CT/CASE	CASE	6	35.87	215.21	1504851	1/125 CT	Apple Red Del X-fancy Fre	\$32.49	1.10	\$35.87
12	FRESH GREEN CABBAGE - SHREDDED (4) 5 LB/CASE	CASE	6	15.76	94.56	1675701	4/5 LB	Cabbage Green Shrd Frsh W	\$15.76	1.00	\$15.76
FROZEN FOODS:											
FROZEN FOODS:											
13	FROZEN CUT GREEN BEAN - 30 LB/CASE	CASE	40	28.67	1,146.80	3533064	1/30 LB	Bean Green Cut	\$28.67	1.00	\$28.67
14	FROZEN SLICED CARROTS - 30 LB/CASE	CASE	40	26.22	1,048.80	3959335	1/30 LB	Carrot Sli Gr A	\$26.22	1.00	\$26.22
15	FROZEN BROCCOLI - PIECES - (12) 2 LB PK/CASE	CASE	12	30.59	367.08	5773007	12/2 LB	Broccoli Floret Iqf	\$30.59	1.00	\$30.59
16	FROZEN CALIFORNIA BLEND VEGETABLES - 30 LB/CASE	CASE	12	27.27	327.24	3831575	1/30 LB	Vegetable Blend Calif	\$27.27	1.00	\$27.27
CANNED/JAR/DRY GOODS/CONDIMENTS :											
CANNED/JAR/DRY GOODS/CONDIMENTS :											
17	PASTA THICK SPAGHETTI - (2) 10 LB/CASE	CASE	15	15.23	228.45	7981251	2/10 LB	Pasta Spaghetti Thick	\$15.23	1.00	\$15.23
18	CANNED SLICED PEACHES - (6) #10/CASE	CASE	10	42.51	425.10	3678893	6/#10	Peach Sli Y/c Pear Juice D	\$42.51	1.00	\$42.51
19	CANNED SLICED STEWED TOMATOES - (6) # 10/CASE	CASE	20	25.16	503.20	4113742	6/10#	Tomato Stewed Fcy Sli Jui	\$25.16	1.00	\$25.16
20	CANNED WHOLE WHITE POTATOES - (6) # 10/CASE	CASE	8	31.99	255.92	4031027	6/#10	Potato Wht Wht Fcy 60/90c	\$31.99	1.00	\$31.99
21	CANNED MARINARA SAUCE - (6) # 10/CASE	CASE	10	28.44	284.40	4730424	6/10#	Sauce Marinara Premium Mw	\$28.44	1.00	\$28.44
22	PINEAPPLE JUICE - (48) 6 OZ/CASE	CASE	8	19.71	157.68	4121950	48/6 OZ	Juice Prapl Not Frm Conc	\$19.71	1.00	\$19.71
23	LONG GRAIN WHITE RICE - 50 LB/BAG	BAG	4	22.10	88.40	5848072	1/50 LB	Rice 103 Long Grain	\$22.10	1.00	\$22.10
24	LOW SODIUM - BROWN GRAVY MIX - (8) 16 OZ/CASE	CASE	8	35.85	286.80	8877714	8/16 OZ	Mix Gravy Brown Low Sodium	\$35.85	1.00	\$35.85
25	FOIL MAYONNAISE PACKETS - (500) 9GM/PACKETS	CASE	20	38.55	771.00	4219218	500/12 GM	Mayonnaise Pkt Foil	\$38.55	1.00	\$38.55
MEAT & SEAFOOD PRODUCTS:											
MEAT & SEAFOOD PRODUCTS:											
26	DICED BEEF - 10 LB/CASE	CASE	25	5.81	145.33	1473058	2/5#AVG	Beef Carne Asada 1/2 Dcd	\$5.81	1.00	\$5.81
27	GROUND BEEF 80/20 - 20 LB/CASE	CASE	80	62.66	5,012.80	1002575	2/10 LB	Beef Grnd 80/20 Bulk	\$62.66	1.00	\$62.66
28	WHITE MEAT CHICKEN CHUNKS - 40 LB/CASE	CASE	40	159.68	6,387.20	7895444	2/5 LB	Chicken Meat Diced Wht .5	\$39.92	4.00	\$159.68
29	CHICKEN BREAST FILETS - 3 OZ EA. 60/CASE	CASE	30	19.71	591.30	1577295	60/3 OZ	Chicken Brst Patty Brd Ck	\$19.71	1.00	\$19.71
30	COD FILETS - 4 OZ/10 LB	CASE	20	70.69	1,413.80	7036544	1/10 LB	Cod Atl Loin Iqf 4 Oz Asi	\$70.69	1.00	\$70.69
31	GROUND BEEF PATTIES 80/20 - 3 OZ/10 LB PKG	CASE	10	37.31	373.10	2996136	50/3.2 OZ	Beef Patty 80/20 Rnd Pp F	\$37.31	1.00	\$37.31
32	PORK LOIN CHOPS - CENTER CUT - 6 OZ/10 LB PKG	CASE	20	5.20	104.08	1644115	28/6 OZ	Pork Chop loin B/L Clc	\$5.20	1.00	\$5.20
33	TURKEY BURGERS - 6 OZ/10 LB PKG	CASE	15	36.37	545.51	7158089	40/5.33OZ	Turkey Burger Savory Wht	\$48.49	0.75	\$36.37
34	SALSBURY STEAK - 4 OZ/40 PKG	CASE	10	48.32	483.20	872788	40/4 OZ	Beef Stk Grnd Raw Slsby	\$48.32	1.00	\$48.32

**CITY OF SAN BERNARDINO - RFQ # F-22-53
PRICE FORM**

Provide pricing that is a Firm Fixed Price.

ITEM NO.	DESCRIPTION	UOM	QTY	UNIT PRICE	EXTENDED	Sysco #	Pack/Size	Description	Cost	Pack/Size Converters	Price
35	COUNTRY FRIED STEAK - 4 OZ/40 PKG	CASE	10	52.64	526.40	2396174	40/4 OZ	Beef Str Cntry Fried Chp&	\$52.64	1.00	\$52.64
36	MEATBALLS - ITALIAN STYLE - 1 OZ/5 LB PKG	CASE	20	34.23	684.60	2369460	2/5 LB	Meatball Pk/br Ital Styl	\$34.23	1.00	\$34.23
					Meat and Seafood Total						
					16,267.32						
JANTORIAL/FOOD HANDLING SUPPLIES/CONSUMABLE PRODUCTS											
37	HEAVY DUTY DEGREASER - 4 GALLON/CASE	CASE	10	58.96	589.60	8412068	4/1 GAL	Degreaser Heavy Duty Rtu	\$58.96	1.00	\$58.96
38	LIQUID POT/PAN DETERGENT - 4 GALLON/CASE	CASE	10	25.47	254.70	8461087	4/1 GAL	Detergent Pot/Pan Liq Pin	\$25.47	1.00	\$25.47
39	MEDIUM LATEX GLOVES - 100 COUNT/PACK	CASE	100	10.54	1,053.80	4685594	10/100 CT	Glove Nitrile Fdsrv Pf Bl	\$105.38	0.10	\$10.54
40	BLEACH LIQUID GERMICIDAL - (6) 128 OZ/CASE	CASE	10	22.64	226.40	1933074	6/128OZ	Bleach Liq Grmcdl Ultra 6	\$22.64	1.00	\$22.64
41	16" X 19" TERRY CLOTH BAR TOWEL - RIBBED - 24/PACK	CASE	10	23.36	233.60	7094050	1/24 CT	Towel Bar Cotton Mop 16x1	\$23.36	1.00	\$23.36
42	APRON - POLY WHITE - 100/CASE	CASE	10	3.05	30.50	5330873	5/100 CT	Apron Poly Embsd Wht 28x4	\$15.25	0.20	\$3.05
43	18" ALUMINUM FOIL ROLL	CASE	10	25.06	250.60	6937767	1/18 IN	Foil Almn Roll Hvy Wgt 50	\$25.06	1.00	\$25.06
44	18" FILM PVC ROLL	CASE	10	22.76	227.60	7435290	1/18IN	Film Pvc Roll 3000ft	\$22.76	1.00	\$22.76
45	60 GALLON TRASH CAN LINERS - 4/CASE	CASE	10	1.59	15.90	1763846	100/60 GAL	Liner Reprto 38x58 1.5 Ml	\$39.75	0.04	\$1.59
46	1 GALLON RECLOSEABLE PLASTIC BAGS - 250/PACK	CASE	10	12.51	125.10	7863634	1/250CT	Bag Plas Reclose Gal Xx-h	\$12.51	1.00	\$12.51
47	6 OUNCE FOAM CUP	CASE	10	13.88	138.80	4088811	40/25CT	Cup Foam 6oz	\$13.88	1.00	\$13.88
48	2-PLY DINNER NAPKIN - 15 X 15.25 (375) PACK	CASE	10	40.84	408.40	5331927	8/375 CT	Napkin Dnr 15x15.25 2ply	\$40.84	1.00	\$40.84
					Janitorial/Food Handling/Consumable						
					3,555.00						
					SUBTOTAL				29,944.58		
					TAX				2,695.01		
					TOTAL				32,639.59		

Is vendor able to provide next day delivery? Yes No

Cut-off time for next day delivery? 4pm

Can your firm occasionally deliver supplies to the City within one (1) hour of verbal request: Yes No

If yes, do you charge a fee? Yes No

If yes, what is the delivery fee? _____

The undersigned, hereby declare that they have carefully examined the location of the proposed work, familiarized themselves with the local conditions affecting the cost of the work, and have read and examined the terms and conditions for the following Project:

RFQ F-22-53 Senior Nutrition Center

The undersigned, hereby propose to furnish all labor, materials, equipment, tools, transportation, and services, and to discharge all duties and obligations necessary and required to perform and complete the Project in strict accordance with the Vendor Price Quote for the ELECTRONICALLY SUBMITTED TOTAL VENDOR QUOTE PRICE.

CITY OF SAN BERNARDINO - RFQ # F-22-53
PRICE FORM

Provide pricing that is a Firm Fixed Price.

ITEM NO.	DESCRIPTION	UOM	QTY	UNIT PRICE	EXTENDED	Sysco #	Pack/Size	Description	Cost	Pack/Size Convers	Price
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Company: SYSCO RIVERSIDE

Signed By: Anita Swan

Title: Account Executive
(Authorized Representative Signature)

Print Name: ANITA SWAN

Are there any other additional or incidental costs, which will be required by your firm in order to meet the requirements of the Technical Specifications? Yes / No (circle one). If you answered "Yes", please provide detail of said additional costs:

Please indicate any element(s) of the Technical Specifications that cannot be met by your firm.

Have you included in your bid all information items and forms as requested? Yes / No (circle one). If you answered "No", please explain:

This offer shall remain firm for 120 days from RFQ close date.

Terms and conditions as set forth in this RFQ apply to this bid.

Cash discount allowable _____ % days; unless otherwise stated, payment terms are: Net thirty (30) days.

**CITY OF SAN BERNARDINO - RFQ #
PRICE FORM**

Provide pricing that is a Firm Fixed Price.

ITEM NO.	DESCRIPTION	UOM	QTY	UNIT PRICE	EXTENDED
DAIRY PRODUCTS:					
1	MILK 1% LOW FAT - 70/8 oz	CASE	70	22.40	1,568.00
2	EGGS WHITE AA USDA XLG	DOZ	10	4.50	45.00
3	CHEDDAR/JACK CHEESE SHREDDED 4/5LB	CASE	5	60.00	300.00
4	MARGARINE SOLID ZTF - 30/ 1 LB	CASE	10	47.85	478.50
5	MARGARINE SINGLE SERVING PACKETS 600/5gm	CASE	10	24.95	249.50
6	PIZZA CHEESE ROUND - BULK - CASE/54 - 5.2 OZ	CASE	10		-
Dairy Total					2,641.00
FRESH FRUITS AND VEGETABLES:					
7	FRESH LETTUCE - SHRED - (2) 5 LB/CASE	CASE	6		-
8	FRESH LETTUCE - SPRING MIX - (2) 5 LB/CASE	CASE	20		-
9	FRESH ORANGES - 138 CT/CASE	CASE	10		-
10	FRESH TOMATOES - ROMA - 25 LB/CASE	CASE	8		-
11	FRESH APPLES - RED DELICIOUS - 138 CT/CASE	CASE	6		-
12	FRESH GREEN CABBAGE - SHREDDED (4) 5 LB/CASE	CASE	6		-
Fruit & Veg Total					-
FROZEN FOODS:					
13	FROZEN CUT GREEN BEAN - 30 LB/CASE	CASE	40		-
14	FROZEN SLICED CARROTS - 30 LB/CASE	CASE	40		-
15	FROZEN BROCCOLI - PIECES - (12) 2 LB PK/CASE	CASE	12		-
16	FROZEN CALIFORNIA BLEND VEGETABLES - 30 LB/CASE	CASE	12		-
Frozen Food Total					-
CANNED/JAR/DRY GOODS/CONDIMENTS :					
17	PASTA THICK SPAGHETTI - (2) 10 LB/CASE	CASE	15		-
18	CANNED SLICED PEACHES - (6) #10/CASE	CASE	10		-
19	CANNED SLICED STEWED TOMATOES - (6) # 10/CASE	CASE	20		-
20	CANNED WHOLE WHITE POTATOES - (6) # 10/CASE	CASE	8		-
21	CANNED MARINARA SAUCE - (6) # 10/CASE	CASE	10		-
22	PINEAPPLE JUICE - (48) 6 OZ/CASE	CASE	8		-
23	LONG GRAIN WHITE RICE - 50 LB/BAG	BAG	4		-
24	LOW SODIUM - BROWN GRAVY MIX - (8) 16 OZ/CASE	CASE	8		-
25	FOIL MAYONNAISE PACKETS - (500) 9GM/PACKETS	CASE	20		-
Canned/Jar/Dry Goods/Condiments					-
MEAT & SEAFOOD PRODUCTS:					
26	DICED BEEF - 10 LB/CASE	CASE	25		-
27	GROUND BEEF 80/20 - 20 LB/CASE	CASE	80		-
28	WHITE MEAT CHICKEN CHUNKS - 40 LB/CASE	CASE	40		-
29	CHICKEN BREAST FILETS - 3 OZ EA; 60/CASE	CASE	30		-
30	COD FILETS - 4 OZ/10 LB	CASE	20		-
31	GROUND BEEF PATTIES 80/20 - 3 OZ/10 LB PKG	CASE	10		-
32	PORK LOIN CHOPS - CENTER CUT - 6 OZ/10 LB PKG	CASE	20		-
33	TURKEY BURGERS - 6 OZ/10 LB PKG	CASE	15		-
34	SALISBURY STEAK - 4 OZ/40 PKG	CASE	10		-
35	COUNTRY FRIED STEAK - 4 OZ/40 PKG	CASE	10		-
36	MEATBALLS - ITALIAN STYLE - 1 OZ/5 LB PKG	CASE	20		-
Meat and Seafood Total					-

JANITORIAL/FOOD HANDLING SUPPLIES/CONSUMABLE PRODUCTS					
37	HEAVY DUTY DEGREASER - 4 GALLON/CASE	CASE	10		-
38	LIQUID POT/PAN DETERGENT - 4 GALLON/CASE	CASE	10		-
39	MEDIUM LATEX GLOVES - 100 COUNT/PACK	CASE	100		-
40	BLEACH LIQUID GERMICIDAL - (6) 128 OZ/CASE	CASE	10		-
41	16" X 19" TERRY CLOTH BAR TOWEL - RIBBED - 24/PACK	CASE	10		-
42	APRON - POLY WHITE - 100/CASE	CASE	10		-
43	18" ALUMINUM FOIL ROLL	CASE	10		-
44	18" FILM PVC ROLL	CASE	10		-
45	60 GALLON TRASH CAN LINERS - 4/CASE	CASE	10		-
46	1 GALLON RECLOSABLE PLASTIC BAGS - 250/PACK	CASE	10		-
47	6 OUNCE FOAM CUP	CASE	10		-
48	2-PLY DINNER NAPKIN - 15 X 15.25 (375) PACK	CASE	10		-
Janitorial/Food Handling/Consumable					-
				SUBTOTAL	2,641.00
				TAX	237.69
				TOTAL	2,878.69

Is vendor able to provide next day delivery?

Yes

No

Cut-off time for next day delivery? _____ 2 pm _____

Can your firm occasionally delivery supplies to the City within one (1) hour of verbal request?

Yes

No

If yes, do you charge a fee? Yes No

If yes, what is the delivery fee? _____

The undersigned, hereby declare that they have carefully examined the location of the proposed work, familiarized themselves with the local conditions affecting the cost of the work, and have read and examined the terms and conditions for the following Project:

RFQ F-22-53 Senior Nutrition Center

The undersigned, hereby propose to furnish all labor, materials, equipment, tools, transportation, and services, and to discharge all duties and obligations necessary and required to perform and complete the Project in strict accordance with the Vendor Price Quote for the ELECTRONICALLY SUBMITTED TOTAL VENDOR QUOTE PRICE.

Company: Hollandia Dairy, Inc.

Signed By: *Patrick Schallberger*
(Authorized Representative Signature)

Title: CEO

Print Name: Patrick Schallberger

Are there any other additional or incidental costs, which will be required by your firm in order to meet the requirements of the Technical Specifications? Yes / No (circle one). If you answered "Yes", please provide detail of said additional costs:

Please indicate any element(s) of the Technical Specifications that cannot be met by your firm.

Have you included in your bid all information items and forms as requested? Yes / No (circle one). If you answered "No", please explain:

This offer shall remain firm for 120 days from RFQ close date.

Terms and conditions as set forth in this RFQ apply to this bid.

Cash discount allowable ____0____% days; unless otherwise stated, payment terms are: Net thirty (30) days.

