

	Est Qty	Base	Opt 1	Opt 2	Opt 3	Opt 4	Totals
1	2270	\$ 1.82	\$ 1.87	\$ 1.93	\$ 1.99	\$ 2.05	\$ 21,928.20
2	1075	\$ 2.31	\$ 2.38	\$ 2.45	\$ 2.52	\$ 2.60	\$ 13,179.50
3	2158	\$ 2.31	\$ 2.38	\$ 2.45	\$ 2.52	\$ 2.60	\$ 26,457.08
4	561	\$ 2.15	\$ 2.21	\$ 2.28	\$ 2.35	\$ 2.42	\$ 6,401.01
5	1992	\$ 2.04	\$ 2.10	\$ 2.16	\$ 2.22	\$ 2.29	\$ 21,533.52
6	383	\$ 2.10	\$ 2.16	\$ 2.22	\$ 2.29	\$ 2.36	\$ 4,262.79
7	575	\$ 2.05	\$ 2.11	\$ 2.17	\$ 2.24	\$ 2.31	\$ 6,256.00
8	3955	\$ 1.82	\$ 1.87	\$ 1.93	\$ 1.99	\$ 2.05	\$ 38,205.30
9	327	\$ 1.87	\$ 1.93	\$ 1.99	\$ 2.05	\$ 2.11	\$ 3,253.65
10	55	\$ 2.47	\$ 2.54	\$ 2.62	\$ 2.70	\$ 2.78	\$ 721.05
11	234	\$ 2.47	\$ 2.54	\$ 2.62	\$ 2.70	\$ 2.78	\$ 3,067.74
12	252	\$ 2.05	\$ 2.11	\$ 2.17	\$ 2.24	\$ 2.31	\$ 2,741.76
13	395	\$ 2.99	\$ 3.08	\$ 3.17	\$ 3.27	\$ 3.37	\$ 6,272.60
14	529	\$ 1.79	\$ 1.84	\$ 1.90	\$ 1.96	\$ 2.02	\$ 5,030.79
15	520	\$ 2.84	\$ 2.93	\$ 3.02	\$ 3.11	\$ 3.20	\$ 7,852.00
16	50	\$ 2.21	\$ 2.28	\$ 2.35	\$ 2.42	\$ 2.49	\$ 587.50
17	192	\$ 2.94	\$ 3.03	\$ 3.12	\$ 3.21	\$ 3.31	\$ 2,997.12
18	311	\$ 4.20	\$ 4.33	\$ 4.46	\$ 4.59	\$ 4.73	\$ 6,938.41
19	2	\$ 31.45	\$ 32.39	\$ 33.36	\$ 34.36	\$ 35.39	\$ 333.90
20	50	\$ 2.21	\$ 2.28	\$ 2.35	\$ 2.42	\$ 2.49	\$ 587.50
21	3581	\$ 2.15	\$ 2.21	\$ 2.28	\$ 2.35	\$ 2.42	\$ 40,859.21
22	60	\$ 3.05	\$ 3.14	\$ 3.23	\$ 3.33	\$ 3.43	\$ 970.80
23	52	\$ 3.73	\$ 3.84	\$ 3.96	\$ 4.08	\$ 4.20	\$ 1,030.12
24	3347	\$ 2.31	\$ 2.38	\$ 2.45	\$ 2.52	\$ 2.60	\$ 41,034.22
25	515	\$ 3.15	\$ 3.24	\$ 3.34	\$ 3.44	\$ 3.54	\$ 8,605.65
26	750	\$ 2.52	\$ 2.60	\$ 2.68	\$ 2.76	\$ 2.84	\$ 10,050.00
27	475	\$ 2.21	\$ 2.28	\$ 2.28	\$ 2.42	\$ 2.49	\$ 5,548.00
28	327	\$ 2.36	\$ 2.43	\$ 2.50	\$ 2.58	\$ 2.66	\$ 4,097.31
29	6918	\$ 2.37	\$ 2.44	\$ 2.51	\$ 2.59	\$ 2.67	\$ 87,028.44
30	10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
31	14	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ 71,188.93	\$ 73,274.53	\$ 75,444.46	\$ 77,770.05	\$ 80,153.20	\$ 377,831.17

**GRAND TOTAL
BASIS FOR AWARD**

S & S BAKERY
2545 Britannia Boulevard
San Diego, California 92154

SD CITY PURCH #14 DEC 16 PM01:09

1

DEPT OF PURCHASING & CONTRACTING
COUNTY OF SAN DIEGO
5560 OVERLAND AVE, STE 270
SAN DIEGO, CA 92123-1204

BID ENCLOSED

RFB # 6684

BREAD & BAKERY PRODUCTS

Bids
Received



Wholesale Baking and Distribution
December 16, 2014

Department of Purchasing and Contracting
County of San Diego
5560 Overland Avenue, Ste 270
San Diego, CA 92123-1204

Attn: John M. Pellegrino, Director

Re: RFB 6684

Enclosed herewith please find our bid in response to RFB 6684 for Bread and Bakery Products.

As S&S Bakery has been serving the County at the named locations for several years we do not anticipate any difficulty meeting the County's needs. Please note that it has been our mutually agreed upon practice to deliver bread and bakery items for Camp Barrett and the Juvenile Ranch Facility at the East Mesa facility for subsequent transportation to the ultimate destination with regular food deliveries from the County. This practice has been agreed upon based on the remoteness and relatively light volume of these particular facilities. We anticipate that a similar consideration will be given with a new contract award.

We look forward to hearing the County's award determination.

Thank you,

A handwritten signature in black ink that reads 'Peter Thompson'.

Peter Thompson
General Manager
S&S Bakery, Inc.

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County of San Diego
Department of Purchasing and Contracting
REPRESENTATIONS AND CERTIFICATIONS

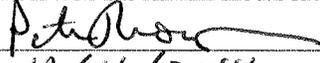
The following representations and certifications are to be completed, signed and returned with the offer.

1. **BUSINESS TYPE**
 For-profit Non-profit Government
Attach proof of status for Non-profit.
2. **INTERLOCKING DIRECTORATE**
In accordance with Board of Supervisors Policy A-79, if Offeror is a non-profit as indicated in paragraph 1 above, Offeror is required to identify any related for-profit subcontractors in which an interlocking directorate, management or ownership relationship exists. By submission of this offer, Offeror certifies it will not enter into a subcontract relationship with a related for-profit entity if Offeror is a non-profit entity. If Offeror is a non-profit and will be subcontracting with a related for-profit entity, Offeror must list the entity(ies) on an attached separate sheet listing them all and the contract must be approved by the Board of Supervisors.
3. **BUSINESS REPRESENTATION**
Offeror represents as a part of this offer that the ownership, operation, and control of the business are:
 - 3.1. Are you a small business with:
100 or fewer employees and average annual gross receipts of \$14 million or less or; a manufacturer with 100 or fewer employees? Yes No
 - 3.2. Are you a local business with a physical address within the County of San Diego? Yes No
 - 3.3. Are you certified by the State of California as a:
 Disabled Veteran Business Enterprise (DVBE)
Certification #: _____
 Small Business Enterprise (SBE)
Certification #: P0529697
See the State of California, Department of General Services website for details on "Certified Small Business" and "Certified DVBE" requirements.
<http://www.dgs.ca.gov/ipd/Programs/OSDS.aspx>
 - 3.4. Estimated percentage of work in this offer to be performed or fulfilled locally (within the geographic boundaries of the County of San Diego): 100 %
4. **CERTIFICATE REGARDING DEBARMENT, SUSPENSION AND RELATED MATTERS**
Offeror hereby certifies to the best of its knowledge that neither it nor any of its officers:
 - 4.1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; and
 - 4.2. Have within a three (3) year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
 - 4.3. Are presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with the commission of any of the offenses enumerated in paragraph 4.2 of this certification; and
 - 4.4. Have within a three (3) year period preceding this agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
 - 4.5. Are presently the target or subject of any investigation, accusation or charges by any Federal, State or local law enforcement, licensing or certification body and if they are, the appropriate information is disclosed and included in the offer.
 - 4.6. Offeror will report in writing to the County Department of Purchasing and Contracting within five business days of knowing or have any reason to know any change in status as certified in the preceding paragraphs 4.1 through 4.5, and that occur prior to award (in the case of bids) and contract execution (in the case of negotiated procurements).
 - 4.7. Offeror and its proposed subcontractors, agents and consultants have not previously contracted with the County to perform work on or related to this project (e.g. preparing components of the statement of work or plans and specifications for this project). If Offeror or any of its subcontractors, agents or consultants, have previously contracted with the County to perform work on this project, Offeror shall identify those previous agreement(s) and submit that list along with the proposal.
5. **CERTIFICATE OF CURRENT COST OR PRICING**
This is to certify that, to the best of the Offeror's knowledge and belief cost and/or pricing data submitted with this offer, or specifically identified by reference if actual submission of the data is impracticable, is/are accurate, complete, and current as of the date signed below.
6. **CERTIFICATE OF INDEPENDENT PRICING**
By submission of this offer, each Offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in relation to this procurement:
 - 6.1. The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with other Offeror; with any competitor; or with any County employee(s) or consultant(s) involved in this or related procurements; and
 - 6.2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other Offeror or to any competitor; and
 - 6.3. No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.
7. The Offeror understands that prior to receiving a contract award from the County, the Offeror must submit a completed IRS W-9 form to provide a Federal Tax ID number, or if not available, to provide a Social Security Number (SSN).

CERTIFICATION

The information furnished in Paragraphs 1 through 7 is certified to be factual and correct as of the date submitted and this certification is made under penalty of perjury under the laws of the State of California.

Name: Peter Thompson
Title: General Manager
Company/Organization: S&S Bakery, Inc.

Signature: 
Date: 12/16/2014

SUBMIT THIS FORM AS DIRECTED IN THE REQUEST FOR SOLICITATION DOCUMENTS OR WITH THE OFFER

Revised 07-29-14

Print

Clear Form

**STATEMENT OF WORK
BREAD AND BAKERY ITEMS**

1. OVER VIEW

The San Diego County Sheriff's Department is requiring the purchase and delivery of Bread and Bakery items for up to Twelve (12) different facilities located in the department.

2. GENERAL REQUIREMENTS

- 2.1. All bread shall conform to the provisions set forth in the Federal, State, County and City laws for their handling and processing.
- 2.2. The time period for usage is annually.
- 2.3. There shall be no premium wrapper on any item.
- 2.4. The Contractor or its employees shall lock and keep the cab of the truck securely locked at all times while out delivering products in the facility's security area.
- 2.5. The Contractor or its employees shall keep communication with inmate workers to a strict minimum. No personal conversations are to take place between Contractor or its employees and inmates. A violation of this procedure may result in the "termination" of the existing contract.
- 2.6. The Contractor and/or delivery personnel shall be required to make all of the necessary arrangements, precautions and means to unload their shipment and complete the delivery. County employees and/or inmate workers shall not enter the delivery vehicles or unload any shipments being received.
- 2.7. Inside delivery to secured facilities may be required.

3. BACKGROUND AND SECURITY

- 3.1. Prior to the initial delivery of products to a County Detention Facility, the contractor and the managed personnel shall pass a security background investigation, which shall be conducted by the Sheriff's Department at no cost to the contractor.
- 3.2. Personnel shall complete a background investigation packet to be supplied by the Sheriff's Department.
- 3.3. Personnel shall provide time for photographs and fingerprints to be administered.
- 3.4. Personnel shall wear visible County provided identification badges at all times when within a County facility.
- 3.5. All persons, vehicles, containers, and equipment entering or leaving the Detention Facility or the grounds around the facility shall be subject to search.
- 3.6. All tools and equipment brought into the facilities shall be maintained in a locked toolbox except when actually in use.
- 3.7. Equipment shall be inventoried prior to departure to ensure all items are accounted for.

3.8. Persons performing work in the detention facility shall be subject to and responsive to the orders of the Facility Commander/site manager or his/her designate as they apply to security operations and procedures within the facility.

4. BREAD SPECIFICATIONS

4.1 See Estimated Bread Usage Attached.

5. ORDERING REQUIREMENTS

5.1. Each location will submit individual orders to the vendor and each order is to be filled and identified as a separate unit.

5.2. All orders shall be placed through automation and or telephonically by the Food Service Supervisor.

6. PRICING

6.1. All pricing shall be firm and fixed. Any increases or decreases shall be mandated by the Director of the California Department of Food And Agriculture.

6.2. Price changes caused by the Director of the California Department of Food and Agriculture shall be effective on the first calendar day of each month.

6.3. Pricing shall be calculated only on the unit of measure listed in the pricing schedule by the County of San Diego.

6.4. If your pack/count is different from what is on the pricing page convert your pricing to fit pack/count listed and add details noting the change.

6.5. The successful bidder must submit documentation to justify the adjustment and to advise of the price adjustment request by item.

6.6. Adjustment of individual prices can be no more or less than the amount directly attributable to the specific government action cited.

7. DELIVERY REQUIREMENTS

MUST BE ABLE TO DELIVER ON ALL DELIVERY SCHEDULED DAYS AND TO ALL FACILITY LOCATIONS TO BE CONSIDERED RESPONSIVE

7.1. Delivery days and times shall be scheduled by each facility.

7.2. Deliveries shall be made no later then two (2) working days after the order is placed.

7.3. Deliveries must be made using a clean truck.

7.4. Delivery Drivers shall unload all items from their trucks using their own equipment into the designated area.

7.5. Delivery Drivers shall not communicate with any inmate or juvenile ward while making deliveries.

- 7.6. Deliveries are required at delivery points as listed on the Facility Locations (see item 8 on the next page) on date and time scheduled by ordering facility.
- 7.7. There shall be no additional charge for delivery.
- 7.8. At the time of delivery, the ordering facility shall be responsible for final inspection of products for quantity and quality, and if any product is rejected, vendor will pickup and exchange at no extra cost within 24 hours.
- 7.9. Vendor shall provide and maintain portable bread racks, or industry standard baskets and dollies in good serviceable condition for use in trans-shipment to final destination as follows:
- a) 10 each Heavy duty bread racks or industry standard baskets and dollies with twelve shelves
Approximate size: 28"W x 45"D x 69" H
 - b) 14 each Wire bread racks collapsible or industry standard baskets and dollies with twelve shelves
Approximate size: 24"W x 27"D x 69"H

8. FACILITY LOCATIONS

- 8.1. South Bay Detention Facility (SBDF)
500 3rd Avenue
Chula Vista, CA 91910-5646
Food Services Supervisor: Allan Patterson, phone number (619) 691-4837
Delivery dates & times: Monday, Wednesday & Friday 0700 to 1300
- 8.2. Las Colinas Detention and Reentry Facility (LCDRF)
451 Riverview Pkwy
Santee, CA 92071
Food Services Supervisor: Neila Afan, phone number (619) 258-3188
Delivery dates & times: Monday, Wednesday & Friday, 0800-1100
- 8.3. Kearny Mesa Juvenile Detention Facility (KMJDF)
Probation Department
2801 Meadowlark Drive
San Diego, CA. 92123
Food Services Supervisor: Irena Testado, phone number (858) 694-4524
Delivery dates & times: Monday, Wednesday, Friday and Saturday, 0700-1000
- 8.4. East Mesa Reentry Facility (EMRF)
446 Alta Road, Suite 5200
San Diego, CA 92158-0001
Food Services Supervisor: Fabie Gaoiran, phone number (619) 661-2604
Delivery dates & times: Monday, Wednesday & Friday, 0800-1300
- 8.5. Juvenile Ranch Facility (JRF)
Probation Department
957 Forest Gate Road
Campo, CA 91906
Food Services Supervisor: Larry Delgado, phone number (619) 401-3542
Delivery dates & times: Monday, Wednesday, & Friday, 0700-1400

- 8.6. East Mesa Juvenile Detention Facility (EMJUV)
Probation Department
446 Alta Road, Suite 6100
San Diego, CA 92158
Food Services Supervisor: David Strahm (619) 671-4416
Delivery dates & times: Monday, Wednesday & Friday, 0800-1300
- 8.7. San Diego Central Jail (SDCJ)
1173 Front Street
San Diego, Ca 92101
Food Services Supervisor: Alex Hernandez (619) 615-2891
Delivery dates & times: Monday, Wednesday, & Friday 0600-1200
- 8.8. George F. Bailey Detention Facility (GBDF)
446 Alta Road, Suite 5300
San Diego, CA 92158
Food Services Supervisor: Art Ortiguerra (619) 661-2625
Delivery dates & times: Monday, Wednesday & Friday, 0800-1300
- 8.9. East Mesa Central Production Center (CPC)
446 Alta Road, Suite 5100, Building 22
San Diego, CA 92158
Food Services Supervisors: Carol Sax, Ed Guico, John Wright, Sergio Sanchez (619) 661-2809
Delivery dates & times: Monday, Wednesday & Friday, 0800-1300
- 8.10. Vista Detention Facility (VDF)
325 South Melrose Drive
Vista, CA 92081
Food Services Supervisor: William Nemchek (760) 940-4497
Delivery dates & times: Monday, Wednesday, & Friday, 0400-1000 --
- 8.11. Camp Barrett
Probation Department
21077 Lyons Valley Road
Alpine, CA 91901-3422
Food Services Supervisor: Art Ortiguerra (619) 401-4940
Delivery dates & times: Monday, Wednesday, & Friday, 0700-1400 -
- 8.12. Edgemoor Hospital Facility (EDGHSP)
Health & Human Services Agency
655 Park Center Drive
Santee, CA 92071
Chief, Dietary Services: John Pizzo, phone number (619) 596-5577
Delivery dates & times: Mon, Wed & Sat, 0700-1200

9. DELIVERY SCHEDULE

**BAKERY
DELIVERY
SCHEDULE**

	MON	TUES	WED	THUR	FRI	SAT
CPC	X		X		X	
EMRF	X		X		X	
GBDF	X		X		X	
BAR	X		X		X	
LCDRF	X		X		X	
SDCJ			X		X	
SBDF	X		X		X	
VDF	X		X		X	
EDGHSP		X		X		X
EMJUV	X		X		X	
JRF	X		X		X	
KMJDF	X		X		X	

Requested Delivery Days

BASE YEAR PRICING-DATE OF AWARD THROUGH 31ST DECEMBER 2015

S&S Code	Item	Description	UOM	Estimated Usage	Unit Price	Extended Price	Further Information
BEWHI	1	Bread, White, Sliced, 1 -1/2LB -2# Pullman-Sandwich 4" x 4", minimum of 22 slices plus 2 ends per loaf.	Loaf	2,270	\$1.82	\$4131.40	State Slices Per Loaf: 24
BERYE2	2	Bread, Rye, Minimum of 22 slices, 32 Oz Loaf 2#pullman	Loaf	1,075	\$2.31	\$2483.25	
BESDO2	3	Bread, Sourdough, 23 #2 Pullman Slices/Loaf/1.5 LB Loaf	Loaf	2,158	\$2.31	\$4984.98	State Slices Per Loaf: 24
BETEX	4	Texas Toast, 24 Oz, approximately 17 Slices/Loaf	Loaf	561	\$2.15	\$1206.15	State Slices Per Loaf: 12 (1" thick)
ROHAW	5	Buns, Hamburger, Wheat, roll, sliced, Round, 3.5" minimum Diameter, 1.66 Oz, Minimum weight per bun, 12/pkg.	Pkg	1,992	\$2.04	\$4063.68	
ROHAM	6	Buns, Hamburger, White, roll sliced, Round, 3.5" minimum Diameter, 1.66 Oz, Minimum weight per bun, 12/pkg.	Pkg	383	\$2.10	\$804.30	
RODOW	7	Buns, Hot Dog, Wheat, Sliced, roll Standard Size, 6", Minimum weight: 1- 1/2 Oz. 12/Pkg.	Pkg	575	\$2.05	\$1178.75	
BEWHE	8	Bread, Wheat, sliced, 1-1/2lb., Sandwich 4"x4", minimum of 22 slices, maximum of 24 slices plus two ends per loaf.	Loaf	3,955	\$1.82	\$7198.10	State Slices Per Loaf: 24
ROWWW1	9	Roll, Whole Wheat, 1 Oz. Each, 12/PKG	Pkg	327	\$1.87	\$611.49	
BESQUD	10	Bread, Squaw, 22-23 Slices/Loaf, 1.5 to 2 LBs/Loaf	Loaf	55	\$2.47	\$135.85	State Slices Per Loaf: 19 (5/8 ")
BESDOT	11	Bread, Sourdough, Thick sliced, 1.50-.2 LB Loaf, 23 slices	Loaf	234	\$2.47	\$577.98	State Slices Per Loaf: (16 (3/4"))
RODOG	12	Buns, Hot-Dog, White, Sliced, Standard Size, 6", Minimum Weight: 1-1/2 Oz-12Pkg	Pkg	252	\$2.05	\$516.60	
BEWFI	13	Bread, Minimum 5-6 Grams Dietary Fiber Per Slice, 1.5-2LB, Loaf, 22-24 Slices/Loaf:	Loaf	395	\$2.99	\$1181.05	State Slices Per Loaf: 24
ROENG	14	English Muffins, Sour Dough, 6/Pkg. 24 Oz/Pkg. State Slices Per Loaf:	Pkg.	529	\$1.79	\$946.91	
ROHOG	15	Roll, Hoagie 6", 6pk, 17 Oz/Pkg.	Pkg.	520	\$2.84	\$1476.80	

BAPLN	16	Bagels, Plain, 6/Pkg., 18 Oz/Pkg.	Pkg.	50	\$2.21	\$110.50	
ROHAWNC	17	Hawaiian Rolls, 1 Oz Ea. 12/pkg.	Pkg.	192	\$2.94	\$564.98	
DCAST	18	Assorted Doughnuts, Cake, Fancy and Filled, 6/Pkg.	Pkg.	311	\$4.20	\$1306.20	Advise Price Range \$ <u>3.05</u> to \$ <u>4.20</u> Enter Highest Price in Unit Price
CA9	19	9" Cakes, Single and Double Layer, Whole and Sliced	Each	2	\$31.45	\$62.90	Advise Price Range \$ <u>16.80</u> to \$ <u>31.45</u> Enter Highest Price in Unit Price
BAPLNW	20	Bagels, Plain 51% WW, 6/Pkg., 18 Oz/Pkg.	6Pk	50	\$2.21	\$110.50	
BEHWW	21	Bread, 51% WW Pullman-24 slices	Loaf	3,581	\$2.15	\$7699.15	
DGAST	22	Donut, Assorted Raised	6 Pk	60	\$3.05	\$183.00	
DFAST	23	Donut Assorted Fancy	6 Pk	52	\$3.73	\$193.96	
RODWW	24	Roll, Hot Dog, 51% WW	12 Pk	3347	\$2.31	\$7731.57	
ROHOWW	25	Roll, Hoagie 51% WW 6"	12 Pk	515	\$3.15	\$1622.25	
ROPES	26	Roll, Peasant	12 Pk	750	\$2.52	\$1890.00	
ROPLN	27	Roll, Plain	12 Pk	475	\$2.21	\$1049.75	
ROWWW	28	Roll, Dinner, 51% WW 1.5	12 Pk	327	\$2.36	\$771.72	
ROHWW	29	Roll, hamburg 51% WW	12 Pk	6,918	\$2.37	\$16395.66	
	30	Heavy Duty bread racks or industry standard baskets and dollies with 12 shelves- approximately 28"Wx45"Dx69"H	Each	10			
	31	Wire bread racks collapsible or industry standard and dollies with 12 shelves- approximately 24"Wx27"Dx69"H	Each	14			

1ST Option Year Pricing
Jan 2016-Dec 2016

S&S Code	Item	Description	UOM	Estimated Usage	Unit Price	Extended Price	Further Information
BEWHI	1	Bread, White, Sliced, 1 -1/2LB - 2# Pullman-Sandwich 4" x 4", minimum of 22 slices plus 2 ends per loaf.	Loaf	2,270	\$1.87	\$4244.90	State Slices Per Loaf: 24
BERYE2	2	Bread, Rye, Minimum of 22 slices, 32 Oz Loaf 2#pullman	Loaf	1,075	\$2.38	\$2558.50	
BESDO2	3	Bread, Sourdough, 23 #2 Pullman Slices/Loaf/1.5 LB Loaf	Loaf	2,158	\$2.38	\$5136.04	State Slices Per Loaf: 24
BETEX	4	Texas Toast, 24 Oz, approximately 17 Slices/Loaf	Loaf	561	\$2.21	\$1239.81	State Slices Per Loaf: 12 (1" thick)
ROHAW	5	Buns, Hamburger, Wheat, roll, sliced, Round, 3.5" minimum Diameter, 1.66 Oz, Minimum weight per bun, 12/pkg.	Pkg	1,992	\$2.10	\$4183.20	
ROHAM	6	Buns, Hamburger, White, roll sliced, Round, 3.5" minimum Diameter, 1.66 Oz, Minimum weight per bun, 12/pkg.	Pkg	383	\$2.16	\$827.28	
RODOW	7	Buns, Hot Dog, Wheat, Sliced, roll Standard Size, 6", Minimum weight: 1- 1/2 Oz. 12/Pkg.	Pkg	575	\$2.11	\$1231.25	
BEWHE	8	Bread, Wheat, sliced, 1-1/2lb., Sandwich 4"x4", minimum of 22 slices, maximum of 24 slices plus two ends per loaf.	Loaf	3,955	\$1.87	\$7395.85	State Slices Per Loaf: 24
ROWWW1	9	Roll, Whole Wheat, 1 Oz. Each, 12/PKG	Pkg	327	\$1.93	\$631.11	
BESQUID	10	Bread, Squaw, 22-23 Slices/Loaf, 1.5 to 2 LBs/Loaf	Loaf	55	\$2.54	\$139.70	State Slices Per Loaf: 19 (5/8 ")
BESDO1	11	Bread, Sourdough, Thick sliced, 1.50.-2 LB Loaf, 23 slices	Loaf	234	\$2.54	\$594.36	State Slices Per Loaf: 16 (3/4")
RODOG	12	Buns, Hot-Dog, White, Sliced, Standard Size, 6", Minimum Weight: 1-1/2 Oz-12Pkg	Pkg.	252	\$2.11	\$531.72	
BEWFI	13	Bread, Minimum 5-6 Grams Dietary Fiber Per Slice, 1.5-2LB, Loaf, 22-24 Slices/Loaf:	Loaf	395	\$3.08	\$1216.60	State Slices Per Loaf: 24
ROENG	14	English Muffins, Sour Dough, 6/Pkg. 24 Oz/Pkg. State Slices Per Loaf:	Pkg.	529	\$1.84	\$973.36	
ROHOG	15	Roll, Hoagie 6", 6pk, 17 Oz/Pkg.	Pkg.	520	\$2.93	\$1523.60	

BAPLN	16	Bagels, Plain, 6/Pkg., 18 Oz/Pkg.	Pkg.	50	\$2.28	\$114.00	
ROHAWNC	17	Hawaiian Rolls, 1 Oz. Ea, 12/Pkg	Pkg.	192	\$3.03	\$581.76	
DCAST	18	Assorted Doughnuts, Cake, Fancy and Filled, 6/Pkg.	Pkg.	311	\$4.33	\$1346.63	Advise Price Range \$ <u>3.14</u> to \$ <u>4.33</u> Enter Highest Price in Unit Price
CA9	19	9" Cakes, Single and Double Layer, Whole and Sliced	Each	2	\$32.39	\$64.78	Advise Price Range \$ <u>17.30</u> to \$ <u>32.39</u> Enter Highest Price in Unit Price
BAPLNW	20	Bagels, Plain 51% WW, 6/Pkg., 18 Oz/Pkg.	6Pk	50	\$2.28	\$114.00	
BEHWW	21	Bread, 51% WW Pullman-24 slices	Loaf	3,581	\$2.21	\$7914.01	
DGAST	22	Donut, Assorted Raised	6 Pk.	60	\$3.14	\$188.40	
DFAST	23	Donut Assorted Fancy	6 Pk.	52	\$3.84	\$199.68	
RODWW	24	Roll, Hot Dog, 51% WW	12 Pk.	3347	\$2.38	\$7965.86	
ROHOWW	25	Roll, Hoagie 51% WW 6"	12 Pk.	515	\$3.24	\$1668.60	
ROPES	26	Roll, Peasant	12 Pk.	750	\$2.60	\$1950.00	
ROPLN	27	Roll, Plain	12 Pk.	475	\$2.28	\$1083.00	
ROWWW	28	Roll, Dinner, 51% WW 1.5	12 Pk.	327	\$2.43	\$794.61	
ROHWW	29	Roll, Hamburg 51% WW	12 Pk	6,918	\$2.44	\$16879.92	
	30	Heavy Duty bread racks or industry standard baskets and dollies with 12 shelves- approximately 28"Wx45"Dx69"H	Each	10			
	31	Wire bread racks collapsible or industry standard and dollies with 12 shelves- approximately 24"Wx27"Dx69"H	Each	14			

2nd Option Year Pricing
Jan 2017-Dec 2017

S&S Code	Item	Description	UOM	Estimated Usage	Unit Price	Extended Price	Further Information
BEWHI	1	Bread, White, Sliced, 1 -1/2LB - 2# Pullman-Sandwich 4" x 4", minimum of 22 slices plus 2 ends per loaf.	Loaf	2,270	\$1.93	\$4381.10	State Slices Per Loaf: 24
BERYE2	2	Bread, Rye, Minimum of 22 slices, 32 Oz Loaf 2#pullman	Loaf	1,075	\$2.45	\$2633.75	
BESDO2	3	Bread, Sourdough, 23 #2 Pullman Slices/Loaf/1.5 LB Loaf	Loaf	2,158	\$2.45	\$5287.10	State Slices Per Loaf: 24
BETEX	4	Texas Toast, 24 Oz, approximately 17 Slices/Loaf	Loaf	561	\$2.28	\$1279.08	State Slices Per Loaf: 12 (1" thick)
ROHAW	5	Buns, Hamburger, Wheat, roll, sliced, Round, 3.5" minimum Diameter, 1.66 Oz, Minimum weight per bun, 12/pkg.	Pkg	1,992	\$2.16	\$4302.72	
ROHAM	6	Buns, Hamburger, White, roll sliced, Round, 3.5" minimum Diameter, 1.66 Oz, Minimum weight per bun, 12/pkg.	Pkg	383	\$2.22	\$850.26	
RODOW	7	Buns, Hot Dog, Wheat, Sliced, roll Standard Size, 6", Minimum weight: 1- 1/2 Oz. 12/Pkg.	Pkg	575	\$2.17	\$1247.75	
BEWHE	8	Bread, Wheat, sliced, 1-1/2lb., Sandwich 4"x4", minimum of 22 slices, maximum of 24 slices plus two ends per loaf.	Loaf	3,955	\$1.93	\$7633.15	State Slices Per Loaf: 24
ROWWV1	9	Roll, Whole Wheat, 1 Oz. Each, 12/PKG	Pkg	327	\$1.99	\$650.73	
BESQUD	10	Bread, Squaw, 22-23 Slices/Loaf, 1.5 to 2 LBs/Loaf	Loaf	55	\$2.62	\$144.10	State Slices Per Loaf: 19 (5/8")
BESDOT	11	Bread, Sourdough, Thick sliced, 1.50.-2 LB Loaf, 23 slices	Loaf	234	\$2.62	\$613.08	State Slices Per Loaf: (16.(3/4"))
RODOG	12	Buns, Hot-Dog, White, Sliced, Standard Size, 6", Minimum Weight: 1-1/2 Oz-12Pkg	Pkg	252	\$2.17	\$546.84	
BEWFI	13	Bread, Minimum 5-6 Grams Dietary Fiber Per Slice, 1.5-2LB, Loaf, 22-24 Slices/Loaf:	Loaf	395	\$3.17	\$1252.15	State Slices Per Loaf: 24
ROENG	14	English Muffins, Sour Dough, 6/Pkg. 24 Oz/Pkg. State Slices Per Loaf:	Pkg.	529	\$1.90	\$1005.10	
ROHOG	15	Roll, Hoagie 6", 6pk, 17 Oz/Pkg.	Pkg.	520	\$3.02	\$1570.40	

BAPLN	16	Bagels, Plain, 6/Pkg., 18 Oz/Pkg.	Pkg.	50	\$2.35	\$117.50	
ROHAWNC	17	Hawaiian Rolls, 1 Oz. Ea, 12/Pkg	Pkg.	192	\$3.12	\$599.04	
DCAST	18	Assorted Doughnuts, Cake, Fancy and Filled, 6/Pkg.	Pkg.	311	\$4.46	\$1387.06	Advise Price Range \$ <u>3.23</u> to \$ <u>4.46</u> Enter Highest Price in Unit Price
CA9	19	9" Cakes, Single and Double Layer, Whole and Sliced	Each	2	\$33.36	\$66.72	Advise Price Range \$ <u>17.82</u> to \$ <u>33.36</u> Enter Highest Price in Unit Price
BAPLNW	20	Bagels, Plain 51% WW, 6/Pkg., 18 Oz/Pkg.	6Pk	50	\$2.35	\$117.50	
BEWHW	21	Bread, 51% WW Pullman-24 slices	Loaf	3,581	\$2.28	\$8164.68	
DGAST	22	Donut, Assorted Raised	6 Pk	60	\$3.23	\$193.80	
DFAST	23	Donut Assorted Fancy	6 Pk	52	\$3.96	\$205.92	
RODWW	24	Roll, Hot Dog, 51% WW	12 Pk	3347	\$2.45	\$8200.15	
ROHOWW	25	Roll, Hoagie 51% WW 6"	12 Pk	515	\$3.34	\$1720.10	
ROPES	26	Roll, Peasant	12 Pk	750	\$2.68	\$2010.00	
ROPLN	27	Roll, Plain	12 Pk	475	\$2.28	\$1083.00	
ROWWW	28	Roll, Dinner, 51% WW 1.5	12 Pk	327	\$2.50	\$817.50	
ROHWW	29	Roll, Hamburg 51% WW	12 Pk	6,918	\$2.51	\$17364.18	
	30	Heavy Duty bread racks or industry standard baskets and dollies with 12 shelves- approximately 28"Wx45"Dx69"H	Each	10			
	31	Wire bread racks collapsible or industry standard and dollies with 12 shelves- approximately 24"Wx27"Dx69"H	Each	14			

**3rd Option Year Pricing
Jan 2018-Dec 2018**

S&S Code	Item	Description	UOM	Estimated Usage	Unit Price	Extended Price	Further Information
BEWHI	1	Bread, White, Sliced, 1 -1/2LB - 2# Pullman-Sandwich 4" x 4", minimum of 22 slices plus 2 ends per loaf.	Loaf	2,270	\$1.99	\$4517.30	State Slices Per Loaf: 24
BERYE2	2	Bread, Rye, Minimum of 22 slices, 32 Oz Loaf 2#pullman	Loaf	1,075	\$2.52	\$2709.00	
BESDO2	3	Bread, Sourdough, 23 #2 Pullman Slices/Loaf/1.5 LB Loaf	Loaf	2,158	\$2.52	\$5438.16	State Slices Per Loaf: 24
BETEX	4	Texas Toast, 24 Oz, approximately 17 Slices/Loaf	Loaf	561	\$2.35	\$1318.35	State Slices Per Loaf: 12 (1" thick)
ROHAW	5	Buns, Hamburger, Wheat, roll, sliced, Round, 3.5" minimum Diameter, 1.66 Oz, Minimum weight per bun, 12/pkg.	Pkg	1,992	\$2.22	\$4422.24	
ROHAM	6	Buns, Hamburger, White, roll sliced, Round, 3.5" minimum Diameter, 1.66 Oz, Minimum weight per bun, 12/pkg.	Pkg	383	\$2.29	\$877.07	
RODOW	7	Buns, Hot Dog, Wheat, Sliced, roll Standard Size, 6", Minimum weight: 1- 1/2 Oz. 12/Pkg.	Pkg	575	\$2.24	\$1288.00	
BEWHE	8	Bread, Wheat, sliced, 1-1/2lb., Sandwich 4"x4", minimum of 22 slices, maximum of 24 slices plus two ends per loaf.	Loaf	3,955	\$1.99	\$7870.45	State Slices Per Loaf: 24
ROWWW1	9	Roll, Whole Wheat, 1 Oz. Each, 12/PKG	Pkg	327	\$2.05	\$670.35	
BESQUD	10	Bread, Squaw, 22-23 Slices/Loaf, 1.5 to 2 LBs/Loaf	Loaf	55	\$2.70	\$148.50	State Slices Per Loaf: 19 (5/8 ")
BESDOT	11	Bread, Sourdough, Thick sliced, 1.50.-2 LB Loaf, 23 slices	Loaf	234	\$2.70	\$631.80	State Slices Per Loaf: (16 (3/4"))
RODOG	12	Buns, Hot-Dog, White, Sliced, Standard Size, 6", Minimum Weight: 1-1/2 Oz-12Pkg	Pkg	252	\$2.24	\$564.48	
BEWFI	13	Bread, Minimum 5-6 Grams Dietary Fiber Per Slice, 1.5-2LB, Loaf, 22-24 Slices/Loaf:	Loaf	395	\$3.27	\$1291.65	State Slices Per Loaf: 24
ROENG	14	English Muffins, Sour Dough, 6/Pkg. 24 Oz/Pkg. State Slices Per Loaf:	Pkg.	529	\$1.96	\$1036.84	
ROHOG	15	Roll, Hoagie 6", 6pk, 17 Oz/Pkg.	Pkg.	520	\$3.11	\$1617.20	

BAPLN	16	Bagels, Plain, 6/Pkg., 18 Oz/Pkg.	Pkg.	50	\$2.42	\$121.00	
ROHAWNC	17	Hawaiian Rolls, 1 Oz. Ea, 12/Pkg	Pkg.	192	\$3.21	\$616.32	
DCAST	18	Assorted Doughnuts, Cake, Fancy and Filled, 6/Pkg.	Pkg.	311	\$4.59	\$1427.49	Advise Price Range \$ <u>3.33</u> to \$ <u>4.59</u> Enter Highest Price in Unit Price
CA9	19	9" Cakes, Single and Double Layer, Whole and Sliced	Each	2	\$34.36	\$68.72	Advise Price Range \$ <u>18.35</u> to \$ <u>34.36</u> Enter Highest Price in Unit Price
BAPLNW	20	Bagels, Plain 51% WW, 6/Pkg., 18 Oz/Pkg.	6Pk	50	\$2.42	\$121.00	
BEWHW	21	Bread, 51% WW Pullman-24 slices	Loaf	3,581	\$2.35	\$8415.35	
DGAST	22	Donut, Assorted Raised	6 Pk	60	\$3.33	\$199.80	
DFAST	23	Donut Assorted Fancy	6 Pk	52	\$4.08	\$212.16	
RODWW	24	Roll, Hot Dog, 51% WW	12 Pk	3347	\$2.52	\$8434.44	
ROHOWW	25	Roll, Hoagie 51% WW 6"	12 Pk	515	\$3.44	\$1771.60	
ROPES	26	Roll, Peasant	12 Pk	750	\$2.76	\$2070.00	
ROPLN	27	Roll, Plain	12 Pk	475	\$2.42	\$1149.50	
ROWWW	28	Roll, Dinner, 51% WW 1.5	12 Pk	327	\$2.58	\$843.66	
ROHWW	29	Roll, Hamburg 51% WW	12 Pk	6,918	\$2.59	\$17917.62	
	30	Heavy Duty bread racks or industry standard baskets and dollies with 12 shelves- approximately 28"Wx45"Dx69"H	Each	10			
	31	Wire bread racks collapsible or industry standard and dollies with 12 shelves- approximately 24"Wx27"Dx69"H	Each	14			

4th Option Year Pricing
Jan 2019-Dec 2019

S&S Code	Item	Description	UOM	Estimated Usage	Unit Price	Extended Price	Further Information
BEWHI	1	Bread, White, Sliced, 1 -1/2LB - 2# Pullman-Sandwich 4" x 4", minimum of 22 slices plus 2 ends per loaf.	Loaf	2,270	\$2.05	\$4653.50	State Slices Per Loaf: 24
BERYE2	2	Bread, Rye, Minimum of 22 slices, 32 Oz Loaf 2#pullman	Loaf	1,075	\$2.60	\$2795.00	
BESDO2	3	Bread, Sourdough, 23 #2 Pullman Slices/Loaf/1.5 LB Loaf	Loaf	2,158	\$2.60	\$5610.80	State Slices Per Loaf: 24
BETEX	4	Texas Toast, 24 Oz, approximately 17 Slices/Loaf	Loaf	561	\$2.42	\$1357.62	State Slices Per Loaf: 12 (1" thick)
ROHAW	5	Buns, Hamburger, Wheat, roll, sliced, Round, 3.5" minimum Diameter, 1.66 Oz, Minimum weight per bun, 12/pkg.	Pkg	1,992	\$2.29	\$4561.68	
ROHAM	6	Buns, Hamburger, White, roll sliced, Round, 3.5" minimum Diameter, 1.66 Oz, Minimum weight per bun, 12/pkg.	Pkg	383	\$2.36	\$903.88	
RODOW	7	Buns, Hot Dog, Wheat, Sliced, roll Standard Size, 6", Minimum weight: 1- 1/2 Oz. 12/Pkg.	Pkg	575	\$2.31	\$1328.25	
BEWHE	8	Bread, Wheat, sliced, 1-1/2lb., Sandwich 4"x4", minimum of 22 slices, maximum of 24 slices plus two ends per loaf.	Loaf	3,955	\$2.05	\$8107.75	State Slices Per Loaf: 24
ROWWW1	9	Roll, Whole Wheat, 1 Oz. Each, 12/PKG	Pkg	327	\$2.11	\$689.97	
BESQUD	10	Bread, Squaw, 22-23 Slices/Loaf, 1.5 to 2 LBS/Loaf	Loaf	55	\$2.78	\$152.90	State Slices Per Loaf: 19 (5/8 ")
BESDOT	11	Bread, Sourdough, Thick sliced, 1.50.-2 LB Loaf, 23 slices	Loaf	234	\$2.78	\$650.52	State Slices Per Loaf: (16 (3/4"))
RODOG	12	Buns, Hot-Dog, White, Sliced, Standard Size, 6", Minimum Weight: 1-1/2 Oz-12Pkg	Pkg	252	\$2.31	\$582.12	
BEWFI	13	Bread, Minimum 5-6 Grams Dietary Fiber Per Slice, 1.5-2LB, Loaf, 22-24 Slices/Loaf:	Loaf	395	\$3.37	\$1331.15	State Slices Per Loaf: 24
ROENG	14	English Muffins, Sour Dough, 6/Pkg. 24 Oz/Pkg. State Slices Per Loaf:	Pkg.	529	\$2.02	\$1068.58	
ROHOG	15	Roll, Hoagie 6", 6pk, 17 Oz/Pkg.	Pkg.	520	\$3.20	\$1664.00	

BAPLN	16	Bagels, Plain, 6/Pkg., 18 Oz/Pkg.	Pkg.	50	\$2.49	\$124.50	
ROHAWNC	17	Hawaiian Rolls, 1 Oz. Ea, 12/Pkg	Pkg.	192	\$3.31	\$635.52	
DCAST	18	Assorted Doughnuts, Cake, Fancy and Filled, 6/Pkg.	Pkg.	311	\$4.73	\$1471.03	Advise Price Range \$ <u>3.43</u> to \$ <u>4.73</u> Enter Highest Price in Unit Price
CA9	19	9" Cakes, Single and Double Layer, Whole and Sliced	Each	2	\$35.39	\$70.78	Advise Price Range \$ <u>18.90</u> to \$ <u>35.39</u> Enter Highest Price in Unit Price
BAPLNW	20	Bagels, Plain 51% WW, 6/Pkg., 18 Oz/Pkg.	6Pk	50	\$2.49	\$124.50	
BEWHW	21	Bread, 51% WW Pullman-24 slices	Loaf	3,581	\$2.42	\$8666.02	
DGAST	22	Donut, Assorted Raised	6 Pk	60	\$3.43	\$205.80	
DFAST	23	Donut Assorted Fancy	6 Pk	52	\$4.20	\$218.40	
RODWW	24	Roll, Hot Dog, 51% WW	12 Pk	3347	\$2.60	\$8702.20	
ROHOWW	25	Roll, Hoagie 51% WW 6"	12 Pk	515	\$3.54	\$1823.10	
ROPES	26	Roll, Peasant	12 Pk	750	\$2.84	\$2130.00	
ROPLN	27	Roll, Plain	12 Pk	475	\$2.49	\$1182.75	
ROWWW	28	Roll, Dinner, 51% WW 1.5	12 Pk	327	\$2.66	\$869.82	
ROHWW	29	Roll, Hamburg 51% WW	12 Pk	6,918	\$2.67	\$18471.06	
	30	Heavy Duty bread racks or industry standard baskets and dollies with 12 shelves-approximately 28"Wx45"Dx69"H	Each	10			
	31	Wire bread racks collapsible or industry standard and dollies with 12 shelves-approximately 24"Wx27"Dx69"H	Each	14			

**BREAD AND BAKERY ITEMS
PRICE SUMMARY
RFB-6684**

Item	Description	UOM	Estimated Annual Usage	Base year	1 st opt year	2 nd opt year	3 rd Opt year	4 th opt year	TOTAL
1	Bread, White, Sliced, 1 -1/2LB - 2# Pullman-Sandwich 4" x 4", minimum of 22 slices plus 2 ends per loaf	Loaf	2,270	\$4131.40	\$4244.90	\$4381.10	\$4517.30	\$4653.50	\$21928.20
2	Bread, Rye, Minimum of 22 slices, 32 Oz Loaf 2#pullman	Loaf	1,075	\$2483.25	\$2558.50	\$2633.75	\$2709.00	\$2795.00	\$13179.50
3	Bread, Sourdough, 23 #2 Pullman Slices/Loaf/1.5 LB Loaf	Loaf	2,158	\$4984.98	\$5136.04	\$5287.10	\$5438.16	\$5610.80	\$26457.08
4	Texas Toast, 24 Oz, approximately 17 Slices/Loaf	Loaf	561	\$1206.15	\$1239.81	\$1279.08	\$1318.35	\$1357.62	\$6401.01
5	Buns, Hamburger, Wheat, roll, sliced, Round, 3.5" minimum Diameter, 1.66 Oz, Minimum weight per bun, 12/pkg.	Pkg	1,992	\$4063.68	\$4183.20	\$4302.72	\$4422.24	\$4561.68	\$21533.52
6	Buns, Hamburger, White, roll sliced, Round, 3.5" minimum Diameter, 1.66 Oz, Minimum weight per bun, 12/pkg.	Pkg	383	\$804.30	\$827.28	\$850.26	\$877.07	\$903.88	\$4262.79
7	Buns, Hot Dog, Wheat, Sliced, roll Standard Size, 6", Minimum weight: 1- 1/2 Oz. 12/Pkg.	Pkg	575	\$1178.75	\$1213.25	\$1247.75	\$1288.00	\$1328.25	\$6256.00
8	Bread, Wheat, sliced, 1-1/2lb., Sandwich 4"x4", minimum of 22 slices, maximum of 24 slices plus two ends per loaf	Loaf	3,955	\$7198.10	\$7395.85	\$7633.15	\$7870.45	\$8107.75	\$38205.30
9	Roll, Whole Wheat, 1 Oz. Each, 12/PKG	Pkg	327	\$611.49	\$631.11	\$650.73	\$670.35	\$689.97	\$3253.65
10	Bread, Squaw, 22-23 Slices/Loaf, 1.5 to 2 LBs/Loaf	Loaf	55	\$135.85	\$139.70	\$144.10	\$148.50	\$152.90	\$721.05
11	Bread, Sourdough, Thick sliced, 1.50.-2 LB Loaf, 23 slices	Loaf	234	\$577.98	\$594.36	\$613.08	\$631.80	\$650.52	\$3067.74
12	Buns, Hot-Dog, White, Sliced, Standard Size, 6", Minimum Weight: 1-1/2 Oz-12Pkg	Pkg	252	\$516.60	\$531.72	\$546.84	\$564.48	\$582.12	\$2741.76
13	Bread, Minimum 5-6 Grams Dietary Fiber Per Slice, 1.5-2LB, Loaf, 22-24 Slices/Loaf	Loaf	395	\$1181.05	\$1213.60	\$1252.15	\$1291.65	\$1331.15	\$6272.60
14	English Muffins, Sour Dough, 6/Pkg. 24 Oz/Pkg.	Pkg.	529	\$946.91	\$973.36	\$1005.10	\$1036.84	\$1068.58	\$5030.79

15	Roll, Hoagie 6", 6pk, 17 Oz/Pkg.	Pkg.	520	\$1476.80	\$1523.60	\$1570.40	\$1617.20	\$1664.00	\$7852.00
16	Bagels, Plain, 6/Pkg., 18 Oz/Pkg.	Pkg.	50	\$110.50	\$114.00	\$117.50	\$121.00	\$124.50	\$587.50
17	Hawaiian Rolls, 1 Oz. Ea, 12/Pkg	Pkg.	192	\$564.48	\$581.76	\$599.04	\$616.32	\$635.52	\$2997.12
18	Assorted Doughnuts, Cake, Fancy and Filled, 6/Pkg.	Pkg.	311	\$1306.20	\$1346.63	\$1387.06	\$1427.49	\$1471.03	\$6938.41
19	9" Cakes, Single and Double Layer, Whole and Sliced	Each	2	\$62.90	\$64.78	\$66.72	\$68.72	\$70.78	\$333.90
20	Bagels, Plain 51% WW, 6/Pkg., 18 Oz/Pkg.	6Pk	50	\$110.50	\$114.00	\$117.50	\$121.00	\$124.50	\$587.50
21	Bread, 51% WW Pullman-24 slices	Loaf	3581	\$7699.15	\$7914.01	\$8164.68	\$8415.35	\$8666.02	\$40859.21
22	Donut, Assorted Raised	6 Pk	60	\$183.00	\$188.40	\$193.80	\$199.80	\$205.80	\$970.80
23	Donut Assorted Fancy	6 Pk	52	\$193.96	\$199.68	\$205.92	\$212.16	\$218.40	\$1030.12
24	Roll, Hot Dog, 51% WW	12 Pk	3347	\$78731.57	\$7965.86	\$8200.15	\$8434.44	\$8702.20	\$41034.22
25	Roll, Hoagie 51% WW 6"	12 Pk	515	\$1622.25	\$1668.60	\$1720.10	\$1771.60	\$1823.10	\$8605.65
26	Roll, Peasant	12 Pk	750	\$1890.00	\$1950.00	\$2010.00	\$2070.00	\$2130.00	\$10050.00
27	Roll, Plain	12 Pk	475	\$1049.75	\$1083.00	\$1116.25	\$1149.50	\$1182.75	\$5581.25
28	Roll, Dinner, 51% WW 1.5	12 Pk	327	\$771.72	\$794.61	\$817.50	\$843.66	\$869.82	\$4097.31
29	Roll, Hamburg 51%, WW	12 Pk	6,918	\$16395.66	\$16879.92	\$17364.18	\$17917.62	\$18471.06	\$87028.44
30	Heavy Duty bread racks or industry standard baskets and dollies with 12 shelves-approximately 28"Wx45"Dx69"H	Each	10						
31	Wire bread racks collapsible or Industry standard and dollies with 12 shelves-approximately 24"Wx17"Dx69"H	Each	14						
Bid Totals				\$71188.93	\$73274.53	\$75477.71	\$77770.05	\$80153.20	\$377864.42

PUBLIC AGENCY PARTICIPATION (July 2008)

It is intended that any other public agency (i.e., city, district, public authority, public agency, municipality and other political sub-division or public corporation of California) located in San Diego County shall have the option to participate in any award made as a result of this solicitation. Any agency located outside of San Diego County shall have the option to participate, but shall incur all freight charges from location of awarded vendor to delivery point. The County of San Diego shall incur no financial responsibility in connection with orders issued under the authority of this provision or in making payments to the vendor.

COUNTY CONTRACTOR PARTICIPATION (July 2008)

It is intended that any educational institution or non profit organization that is currently under contract with the County of San Diego to provide direct support to the County with reimbursement for such support coming directly from the County shall have the option to participate in any award made as a result of this solicitation. The contractor agrees to provide the items called for in the schedule of this contract to educational institutions or non profit organization under the authority of this provision. The contractor is responsible for confirming that any educational institution or non profit organization has a current contract with the County of San Diego. The County shall incur no financial responsibility in connection with orders issued under the authority of this provision. The ordering organization shall be solely responsible for verifying they are currently under contract with the County, placing orders, and making payments to the contractor.

AUTOMATIC CONTRACT RENEWAL (July 2008)

Unless County notifies Contractor in writing, not less than 30 days prior to the expiration date that they do not intend to renew the Agreement, the Agreement will be automatically renewed for another year. Term not to exceed 31, December, 2019.

WINNING AWARD WILL BE REQUIRED TO COMPLY WITH THE FOLLOWING:

CALIFORNIA REVENUE AND TAXATION CODE SECTION 18662.

In compliance with California Revenue and Taxation code section 18662, if you are a non- resident of California (out-of-state invoices) who receives California source income, the County will pay California Use Tax directly to the State of California per permit no. SR FH 25-632384. Fifteen (15) business days prior to the first payment, new suppliers or suppliers with expired forms or forms with incorrect information, must submit new forms to the County (forms are available from the Franchise Tax Board website listed below).

Under certain circumstances you may be eligible for reduced or waived nonresident withholding. If you have already received a waiver or a reduced withholding response from the State of California and the response is still valid, submit the response to the County in lieu of the forms. Failure to submit the required forms will result in withholding of payments. Refer to the Franchise Tax Board websites (listed below) for tax forms and information on nonresident withholding, including waivers or reductions. The County will not give you any tax advice. It is recommended you speak with your tax adviser and/or the State of California for guidance.

FRANCHISE TAX BOARD WEBSITES:

<http://www.ftb.ca.gov>

http://www.ftb.ca.gov/individuals/Withholding_Definitions.shtml

http://www.ftb.ca.gov/individuals/wsc/Processing_Changes_for_2010.shtml

http://www.ftb.ca.gov/individuals/wsc/forms_and_publications.shtml

http://www.ftb.ca.gov/individuals/wsc/decision_chart.shtml

SECTION B
COUNTY OF SAN DIEGO'S
INSTRUCTIONS FOR COMPLETING REQUEST FOR BID
AND PRE-AWARD REQUIREMENTS

Rev 01/04

1. PRICING YOUR BID

- 1.1 Bid on each item separately. Prices should be stated per unit(s) specified herein.
- 1.2 Unless otherwise specified, all prices shall be F.O.B. destination. Bids other than F.O.B. destination shall be considered non-responsive and will be rejected. Prices shall include all freight charges.
- 1.3 Unless otherwise specified, prices bid herein should **NOT** include California sales/use tax or Federal excise tax. The County generally is required to pay California sales/use tax, and it should be shown as a **separate item** on invoices. The County is exempt from payment of Federal excise tax. It must **NOT** be included in invoices.
- 1.4 All prices and notations must be in ink or typewritten. No erasures permitted. Mistakes may be crossed out and corrected and must be initialed in ink by person(s) signing the bid.
- 1.5 Discounts of less than thirty (30) days will not be considered in evaluation of bids to determine overall apparent low bidder.
- 1.6 Net terms of less than 30 days will not be accepted.

2. SUBMITTING YOUR BID

- 2.1 Each bid must be in a separate sealed envelope **WITH BID NUMBER ON THE OUTSIDE** and must be delivered to the County Purchasing and Contracting Department, Front Desk (where it will be time stamped to indicate time of receipt), 5560 Overland Avenue, Suite 270, San Diego, California 92123, by 11:00 a.m. on the day specified. Bids will be publicly opened at that time.
- 2.2 Failure to bid on authorized County form may be cause for rejection of bid.
- 2.3 Any bid received at the County Purchasing and Contracting Department after the exact time for receipt will not be considered and will be rejected as a late bid.
- 2.4 Late bids will be returned to the bidder unopened unless it is determined that the late receipt was due solely to mishandling by the Purchasing and Contracting Department and such determination is made prior to award.
- 2.5 The County's primary means of providing bids and addenda is the County Buy Net Internet website:
- 2.6 No oral interpretation shall be made to modify any provisions of any bid specifications. Requests for an interpretation shall be made in writing to the County Director of Purchasing and Contracting prior to bid opening and a written response will be posted on the County Buy Net website.
- 2.7 Any vendor desiring to withdraw its bid must do so before County bid opening. If there are any questions or comments relative to technicalities of the bid, they must be submitted in writing to County of San Diego, Director of Purchasing and Contracting, within 24 hours after bid opening.
- 2.8 Bids submitted in response to this Request for Bid must be in full conformance with the terms and conditions set forth herein. Further, all specification requirements must be met unless the language of the Request for Bid specifically indicates alternate specifications will be considered.
- 2.9 Samples of items, when required, must be furnished free of expense to the County, and if not destroyed by tests will, upon request, be returned at the bidder's expense.

- 2.10 All bids must be signed with the firm name and by an authorized officer or employee. Obligations assumed by such signature must be fulfilled.

3. EVALUATION AND AWARD

- 3.1 Bids are subject to acceptance at any time within 30 days after opening of same, unless otherwise stipulated by the County.
- 3.2 In determining the lowest bid, discounts of 30 days or greater will be considered. Discounts will be calculated from receipt and acceptance of merchandise or invoice, whichever is later.
- 3.3 Award will be made by the Department of Purchasing and Contracting as stated on the cover/pricing page to the lowest responsive, responsible bidder.
- 3.4 The County reserves the right to waive a variation in specification if, in the opinion of the County, such variation does not materially change the item or its performance within parameters acceptable to the County.
- 3.5 The County reserves the right to reject any or all bids and to accept or reject any item(s) thereon, or waive any informality in the bid.
- 3.6 In the event of a conflict between unit price bid and bidder's extended price, the unit price will prevail unless price is so obviously unreasonable as to indicate an error. In that event, the bid will be rejected as non-responsive for the reason of inability to determine the intended bid.
- 3.7 The County reserves the right to perform a pre-award survey of the bidder to determine capability to perform, including but not limited to facilities, financial responsibility, materials/supplies, and past performance. The determination of the County as to the bidder's prospective ability to perform the contract shall be conclusive.

4. PROTEST PROCEDURES

Any protest resulting from this procurement is to be processed as prescribed in Board of Supervisors' Policy A-97, Protest Procedures for Award of Contracts. All protests shall be in writing, be made **prior** to Award, and be made only by an offeror. Such protests shall clearly state the ground for the protest and the relief sought. Protests shall be filed with the County's contracting office identified in the solicitation package.

For purposes of clarification regarding Board of Supervisors Policy A-97, Protest Procedures for Award of Contracts the posting of the bid abstract is equivalent to the posting of the NOTICE OF INTENT (NOI).

Whenever a contract is contemplated to be awarded to other than the low bidder in a formally advertised procurement, the low bidder shall be so notified five working days prior to award, in addition to the posting of the proposed award in a public place in the Contracting Office for the same period of time. Copies of Policy A-97 are available upon request from the Clerk of the Board, 1600 Pacific Highway, San Diego, CA 92101 or via the County of San Diego's Internet website: <http://www.co.san-diego.ca.us/cob/policy/index.htm>

5. LOCAL BUSINESS PREFERENCE

Responsive bids from responsible local San Diego County businesses shall be given preference for award over bids received from non-local businesses. "Local Business" is defined as a business with a valid license issued by a city within the County, employing San Diego residents, and with a verifiable address within the County, or a business employing San Diego residents and with a verifiable address in an unincorporated area of the county. Post Office Boxes do not qualify as verifiable local business addresses. If a tie bid occurs between a local business and a non-local business, award shall be made to the local business.

If the lowest responsible, responsive bid is submitted by a non-local business, one percent (1%) shall be subtracted from the lowest responsive, responsible bid submitted by a local business in evaluating the bids for

award. If application of the one percent (1%) factor results in the local business bid being equal to or lower than the non-local business bid, contract award will be made to the local business at the local business bid price, except for public works and construction bids, or if prohibited by State or Federal law.

**SECTION C
TERMS & CONDITIONS OF REQUEST FOR BIDS
AND RESULTANT CONTRACT OR PURCHASE ORDER**

1. **DEFINITIONS**

"County" shall mean The County of San Diego, California

"Offeror" shall mean any person, firm, partnership, or corporation submitting a proposal to County in response to this solicitation.

"Contractor" shall mean the offeror whose proposal is accepted by County and who has entered into an agreement with County to provide the equipment and services described herein.

"Vendor" shall mean the same as contractor.

2. **DISABLED VETERANS BUSINESS ENTERPRISE PARTICIPATION ENCOURAGED** (Rev. 11/97)

County Board of Supervisor's policies B-53 and B-39 A encourages the participation of small and Disabled Veterans Business Enterprises (DVBE) in County procurement. Section A of this solicitation (Representations & Certifications) contains a description of the County's requirements to qualify as an (DVBE). Perspective (DVBE) bidders/offerors are encouraged to contact the Contracting Office representative listed on the face of this Request for Bid (RFB) or Request for Proposal (RFP) for information concerning the County's procurement procedures.

3. **ASSIGNMENT OF RIGHTS, TITLE AND INTEREST**

In submitting a bid to a public purchasing body, the vendor offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 1 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the vendor.

4. **CAL OSHA**

As applicable, all items furnished under this bid shall meet or exceed the standards established by the California Occupational Safety and Health Act of 1973 and current amendments thereto, provided the end use of the item is for the purpose for which the item is intended.

5. **FORMAL BIDS**

In the event this bid results in a purchase order, terms and conditions of this bid are incorporated herein and from a part of the purchase order. In the event of any conflict or inconsistency between the terms of the formal bid or award, the terms of this formal bid shall control.

6. **DELIVERY**

Time is of the essence, and the purchase order is subject to termination for failure to deliver on time. The acceptance by buyer of late performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by the vendor.

7. **INSPECTION**

All items or services are subject to final inspection and acceptance at designation by the County. Such final inspection shall be made within a reasonable time after delivery.

8. TERMINATION FOR DEFAULT

The County may, by written notice of default to the vendor, terminate any resulting order in whole or in part should the vendor fail to make satisfactory progress, fail to deliver within time specified therein or fail to deliver in strict conformance to specifications and requirements set forth therein. In the event of such termination, the County reserves the right to purchase or obtain the supplies or services elsewhere, and the defaulting vendor shall be liable for the difference between the prices set forth in the terminated order and the actual cost thereof to the County. The prevailing market price shall be considered the fair repurchase price.

- 8.1. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under this provisions of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the County, be the same as if the notice of termination had been issued pursuant to such clause.
- 8.2. The rights and remedies of County provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.

9. TERMINATION FOR CONVENIENCE

The County may, by written notice stating the extent and effective date, terminate any resulting order for convenience in whole or in part, at any time. The County shall pay the vendor as full compensation for performance until such termination:

- 9.1. The unit or pro rata price for the delivered and accepted portion.
- 9.2. A reasonable amount, as costs of termination, not otherwise recoverable from other sources by the vendor as approved by the County, with respect to the undelivered or unaccepted portion of the order, provided compensation hereunder shall in no event exceed the total price.
- 9.3. In no event shall the County be liable for any loss of profits on the resulting order or portion thereof so terminated.
- 9.4. The rights and remedies of County provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.

10. TITLE

Title to the material and supplies purchased shall pass directly from vendor to County at the F.O.B. point shown, subject to the right of County to reject upon inspection.

11. VARIATIONS IN SPECIFICATIONS

The County reserves the right to waive a variation in specification if, in the opinion of the County, such variation does not materially change the item or its performance within parameters acceptable to the County.

12. HAZARDOUS SUBSTANCES (July 2008)

If any product being delivered or supplied to the County under this contract/purchase order is listed in the Hazardous Substances List of the Regulations of the Director of Industrial Relations with the California Occupational Safety and Health Standards Board, or if the product presents a physical or health hazard as defined in the California Code of Regulations, General Industry Safety Order, Section 5194 (T8CCR), Hazard Communication, then the contractor must include a Material Safety Data Sheet (MSDS) with delivery, or shipment. Each MSDS must reference the contract/purchase order number, and identify the "Ship To Address". All shipments and containers must comply with the labeling requirements of Title 49, Code of Federal Regulations by identifying the hazardous substance, name and address of manufacturer, and appropriate hazard warning regarding potential physical safety and health hazard. (County of San Diego Administrative Manual, 0300-02, Hazard Communication Program).

No product which is manufactured with fully halogenated chlorofluorocarbons (CFC) shall be delivered or supplied, or used on a job site in performance of this contract/purchase order unless specifically described in the stated requirements of this

contract/purchase order or otherwise explicitly authorized by the County Director, Purchasing and Contracting.

13. PROHIBITED CONTRACTS

Section 67 of the San Diego County Administrative Code provides that the County shall not contract with, and shall reject any bid or proposal submitted by the person or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

- 13.1. Persons employed by the County or of public agencies for which the Board of Supervisors is the governing body;
- 13.2. Profit-making firms or businesses in which employees described in sub-section (a) of code serve as officers, principals, partners, or major shareholders;
- 13.3. Persons who, within the immediately preceding twelve (12) months came within the provisions of the above sub-section and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the contract, or (2) participated in any way in developing the contract or its service specifications;
- 13.4. Profit-making firms or businesses in which the former employees described in sub-section 16.3 of code serve as officers, principals, partners, or major shareholders.

With the affixing of a signature to your response to this solicitation, offeror certifies that the above provisions of the Code have been complied with, and that any exception will cause any ensuing contract to be invalid.

14. ESTIMATED QUANTITIES (March 1993)

The Estimated Quantities in Section "A", Pricing Schedule, are provided solely for evaluation of bids. They represent approximate anticipated use based on historical consumption. If the County's actual requirements do not result in orders in the quantities described as "estimated" in the Schedule, that fact shall not constitute the basis for price adjustment.

15. AVAILABILITY OF FUNDING

The County's obligation for payment of any contract beyond the current fiscal year end is contingent upon the availability of funding from which payment can be made. No legal liability on the part of the County shall arise for payment beyond June 30 of the calendar year unless funds are made available for such performance.

16. INSPECTION OF SERVICE/MATERIALS/SUPPLIES

- 16.1. All performance (which includes services, materials, supplies and equipment furnished or utilized in the performance of this contract, and workmanship in the performance of services) shall be subject to inspection and test by the County at all times during the term of the contract. The Contractor shall provide adequate cooperation to any inspector assigned by the County to permit the inspector to determine the Contractor's conformity with these specifications and the adequacy of the services being contractually provided. All inspection by the County shall be made in such a manner as not to unduly interfere with Contractor performance.
- 16.2. If any services performed hereunder are not in conformity with the specifications and requirements of this contract, the County shall have the right to require the Contractor to perform the services in conformity with said specifications and requirements at no additional increase in total contract amount. When the services to be performed are of such nature that the difference cannot be corrected, the County shall have the right to (1) require the Contractor immediately to take all necessary steps to ensure future performance of the services in conformity with requirements of the contract, and (2) reduce the contract price to reflect the reduced value of the services performed. In the event the Contractor fails to perform the services promptly or to take necessary steps to ensure future performance of the service in conformity with the specifications and requirements of the contract, the County shall have the right to either (1) by contract or to otherwise have the services performed in conformity with the contract specifications and charge to the Contractor any cost occasioned to the County that is directly related to the performance of such services, or (2) terminate this contract for default as provided in the Termination clause.

17. DUTY TO INQUIRE

Should an Offeror find discrepancies in or omissions from the solicitation, plans, specifications or other documents, or should the Offeror be in doubt as to their meaning, the Offeror shall at once notify the Contracting Officer/Procurement Specialist in writing. If the point in question is not clearly and fully set forth, a written addendum will be issued and posted on the County's web site "BUYNET." It is the Offerors responsibility to periodically check the Web site for such addenda. The County will not be responsible for any oral instructions nor for any written materials provided by any County personnel that are not also posted on the BuyNet web site.

18. DISPUTES

- 18.1. Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer who shall furnish the decision to the Contractor in writing. The decision of the Contracting Officer shall be final and conclusive unless determined by the court of competent jurisdiction to have been fraudulent or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith. The Contractor shall proceed diligently with the performance of the contract pending the Contracting Officer's decision.
- 18.2. The "Disputes" clause does not preclude consideration of legal questions in connection with decisions provided for in paragraph (A) above. Nothing in this contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

19. CHANGES

The Contracting Officer may at any time, by written order, make changes within the general scope of this contract, in the definition of services to be performed, and the time (i.e., hours of the day, days of the week, etc.) and place of performance thereof. If any such change causes an increase or decrease in the cost of, or the time required for the performance of any part of the work under this contract, whether changed or not changed by any such order, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall be modified in writing accordingly. Any claim by the Contractor for adjustment under this clause must be asserted within 30 days from the date of receipt by the Contractor of the notification of change; provided however, that the Contracting Officer, if he decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this contract. Where the cost of property made obsolete or excess as a result of a change is included in the Contractor's claim for adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of such property. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes". However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

20. ASSIGNABILITY

The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the County thereto; provided however, that claims for money due or to become due to the Contractor from the County under this contract may be assigned without such approval. Notice of any such assignment or transfer shall be furnished promptly to the County.

21. INDEMNITY

County shall not be liable for, and Vendor shall defend and indemnify County and the employees and agents of County collectively, "County Parties") against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, changes or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to or arising out of this purchase order, and arising either directly or indirectly from any act, error, omission or negligence of Vendor or its contractors, licensees, agents, servants or employees, including Claims caused by the concurrent negligent act, error or omission of County Parties. However, Vendor shall have no obligation to defend or indemnify County Parties against Claims (i) to the extent they arise from the active concurrent negligence of County Parties, or (ii) caused by the sole negligence or willful misconduct of County Parties.

22. CONDUCT OF CONTRACTOR

- 22.1. The Contractor agrees to inform the County of all the Contractor's interests, if any, which are or which the Contractor believes to be incompatible with any interests of the County.
- 22.2. The Contractor shall not, under circumstances which might reasonably be interpreted as an attempt to influence the recipient in the conduct of his duties, accept any gratuity or special favor from individuals or organizations with whom the Contractor is doing business or proposing to do business, in accomplishing the work under the contract.
- 22.3. The Contractor shall not use for personal gain or make other improper use of privileged information which is acquired in connection with his employment. In this connection, the term "privileged information" includes, but is not limited to, unpublished information relating to technological and scientific development; medical, personnel, or security records of the individuals; anticipated materials requirements or pricing actions; and knowledge of selections of contractors or subcontractors in advance of official announcement.
- 22.4. The Contractor or employees thereof shall not offer gifts, gratuity, favors, entertainment directly or indirectly to County employees.

23. DISALLOWANCE

In the event the Contractor receives payment for services under this contract which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at its option, the County may offset the amount disallowed from any payment due to the Contractor under any contract with the County.

24. GOVERNING LAW

This contract shall be construed and interpreted according to the laws of the State of California.

25. AUDIT AND INSPECTION OF RECORDS

- 25.1. General. The County shall have the audit and inspection rights described in this section.
- 25.2. Cost or pricing data. If the Contractor submitted cost or pricing data in connection with the pricing of this contract or any change or modification thereto, unless such pricing was based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities of the general public, or prices set by law or regulation, the Contracting Officer or his representatives who are employees of the County or its agent shall have the right to examine all books, records, documents and other data of the Contractor related to the negotiation pricing or performance of such contract, change or modification, for the purpose of evaluating the accuracy, completeness and currency of the cost or pricing data submitted.
- 25.3. Availability. The materials described above shall be made available at the office of the Contractor, at all reasonable times, for inspection, audit or reproduction, until the expiration of 3 years from the date of final payment under this contract, or by (1) and (2) below:
 - 25.3.1. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for a period of three years from the date of any resulting final settlement.
 - 25.3.2. Records which relate to appeals under the "Disputes" clause of this contract, or litigation or the settlement of claims arising out of the performance of this contract, shall be made available until such appeals, litigation, or claims have been disposed of, or three years after contract completion, whichever is longer.
- 25.4. The Contractor shall insert a clause containing all the provisions of this entire clause in all subcontracts hereunder except altered as necessary for proper identification of the contracting parties and the contracting officer under the County's prime contract.

26. CONTRACTOR REPRESENTATION

Unless the contractor expressly states otherwise in his proposal, where functional requirements are expressly stated as part of the requirements of this solicitation, the contractor, by responding, represents that in its opinion the system proposed is capable of meeting those requirements. In the event of any inconsistency between the functional specifications and the detailed specifications contained in the solicitation, the former will control.

27. WARRANTY

Contractor agrees that the equipment, supplies or services to be furnished shall be covered by the most favorable commercial warranties the contractor gives to any customer for the same or substantially similar equipment, supplies or services and that the rights and remedies so provided are in addition to and do not limit any rights afforded to County.

28. INSURANCE

Before commencement of the work, contractor shall submit Certificates of Insurance evidencing that contractor has obtained for the period of the contract, from generally recognized responsible insurer, insurance in the following forms of coverage and minimum amounts specified:

- 28.1. A policy of Worker's Compensation in statutory amounts.
- 28.2. Commercial General Liability insurance written on an "occurrence" basis and in an amount of not less than \$1,000,000 each occurrence.
- 28.3. Automobile Liability Insurance covering owned, non-owned and hired automobiles in an amount not less than \$1,000,000 combined single limit.
- 28.4. The policies (except for Workers' Compensation) shall name the County of San Diego as additional insured.
- 28.5. Each policy of insurance shall contain the following clause:

"It is agreed that these policies shall not be cancelled nor the coverage reduced until thirty (30) days after the COR shall have received written notice of such cancellation or reduction. The notice shall be deemed effective the date delivered to said COR, as evidenced by properly validated return receipt."
- 28.6. The County of San Diego shall retain the right at any time to review the coverage, form and amount of insurance required herein and may require contractor to obtain insurance sufficient in coverage, form and amount to provide adequate protection against the kind and extent of risk which exist at the time a change in insurance is required. County requirement shall be reasonable.

29. PERMITS, NOTICES, FEES AND LAWS

The contractor shall, at contractor's expense, obtain all necessary permits and licenses, give all necessary notices, pay all fees required by law, and comply with all laws, ordinances, rules and regulations relating to work and to the preservation of the public health and safety.

30. INTEREST OF CONTRACTOR

The Contractor covenants that it presently has no interest, including but not limited, to other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. The Contractor further covenants that in the performance of this contract, no person having any such interest shall be employed or retained by it under this contract.

31. **CONTRACT EXTENSION OPTION**

31.1. One to three months - end of contract period

The providing of goods and/or services described in Section A or B may be extended in one or more increments for a total of no less than one (1) nor more than three (3) calendar months at the discretion of the County Purchasing Director. Each extension shall be affected by written contract modification delivered to the Contractor no less than fifteen (15) calendar days prior to expiration of the contract. The rates set forth in the pricing section shall apply to any extension made pursuant to this option provision unless provision for appropriate price adjustment has been made elsewhere in this contract. All payments are subject to General Terms and Conditions, Clause titled "AVAILABILITY OF FUNDING".

31.2. Two additional years - end of contract period

The County shall have its option to extend this Agreement for two (2) additional years at the prices quoted in Section A. The additional contract period shall be from January 1, 2020 to December 31, 2021, and in the event of extension, the Contractor agrees to grant the above one to three (1-3) month extension of the price quoted in the pricing section , providing the County provides a thirty (30) day written notice of its intent to exercise the option. All payments are subject to General Terms and Conditions, Clause titled "AVAILABILITY OF FUNDING".

32. **SEVERABILITY**

Should any part of this agreement be held to be invalid by a court of competent jurisdiction, the remainder of the agreement shall be considered as the whole agreement and be binding on the contracting parties.