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**AMENDMENT TO AGREEMENT BETWEEN COUNTY AND CONTRACTOR
FOR GOODS AND SERVICES
RFB2022-3382**

THIS AMENDMENT #1 made and entered into this 10th day of May in the year 2023, by and between **MARTIN COUNTY**, a political subdivision of Florida, (Hereinafter "County"), 2401 SE Monterey Road, Stuart, Florida 34996 and **CHENEY BROTHERS, INC.** (Hereinafter "Contractor"), One Cheney Way, Riviera Beach, FL 33404.

WITNESSETH

WHEREAS, the County and Contractor entered into an Agreement for Food, Food Service Supplies & Cleaning Products on February 22, 2022; and

WHEREAS, the County and Contractor desire to amend the Agreement to add additional parks to Exhibit A of the original agreement for purchase of food and cleaning supplies.

NOW THEREFORE, in consideration of the promises, covenants, and mutual benefits which all accrue to the parties hereto in carrying out the terms of this Agreement, it is mutually covenanted and agreed that the contract will be amended as follows:

1. To add the additional parks referenced in Amendment 1, Exhibit A to the original agreement for the purchase of food and cleaning supplies.
2. All remaining pricing, terms and conditions of the Agreement not specifically amended herein shall remain in full force and effect.

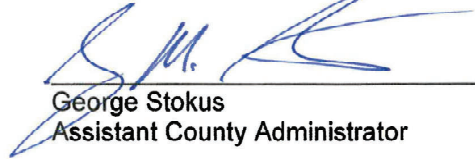
IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Agreement as of the date first set forth above.

REVIEWED BY



Kevin Abbate
Parks & Recreation Director

**BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA**



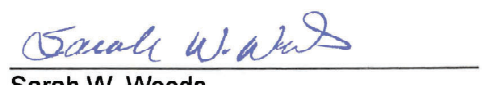
George Stokus
Assistant County Administrator

CHENEY BROTHERS, INC.



John Reisigl
President

**APPROVED AS TO FORM AND LEGAL
SUFFICIENCY**



Sarah W. Woods
County Attorney

**AMENDMENT #1
EXHIBIT A**

Additional Parks - Food Only
Sailfish Sands Golf Course - Restaurant & Hitting Bays

Additional Parks - Janitorial Supplies Only
Bathtub Beach Park - Bathhouse/Lifeguard Office
Charlie Leighton Park - Restroom/Concession
Chastain Beach Park - Restroom Building
Citrus Grove Park - Concession/Restroom
David Anderson Middle School - Restroom/Concession Building
Halpatiokee Regional Park - Restroom/Concession (Soccer Fields)
Halpatiokee Regional Park - Restroom/Concession Fields A
Halpatiokee Regional Park - Restroom/Concession Fields B,C,D
Halpatiokee Regional Park - Restroom/Concession Hockey Rink
Hidden Oaks Middle School - Restroom/Concession/Press-box
Hobe Sound Beach Park - Restroom
Jensen Beach Boat Ramp - Restroom Building
Jensen Beach Causeway Park - West Island Boat Ramp Restroom
Jensen Beach Causeway Park - West Island Playground Restroom
Jensen Beach Park - North Restroom/Bathhouse Sand Dune Café Storage
Jensen Beach Park - Octagon Restroom/Bathhouse
Jimmy Graham Park - Restroom
Jock Leighton Park - Restroom/Concession
JV Reed Park - Baseball Concession/Restroom Building
JV Reed Park - Football Concession/Restroom
Lamar Howard Park - Restroom
Langford Park - Baseball Restroom/Concession
Langford Park - Playground Restroom
Langford Park - Rio Jensen Pat Mark Skate Park
LCpl Justin Wilson Park - Concession/Restroom/Caretaker Apartment
LCpl Justin Wilson Park - Restroom/Concession (Palm City Park)
Mary Brogan Park - Restroom
Park Operations Compound - Offices And Warehouse
Peck Lake Park - Restroom
Pendarvis Cove Park - Restroom
Phipps Park - Main Restroom
Pineapple Park - Baseball Concession/Restroom
Pineapple Park - Soccer Restroom/Concession
Sailfish Sands Golf Course - Restaurant & Hitting Bays
Sandsprit Park - Boat Ramp Restroom
Sandsprit Park - Playground Restroom
SSgt. Justin Johnson At Banner Lake - Restroom Building
Stuart Beach Park - Concession Restroom
Stuart Beach Park - Octagon Restroom
Stuart Causeway Park East Island - Bath House Restroom
Timer Powers Park - Arena Restroom

Timer Powers Park - Playground Restroom
Twin Rivers Park - Restroom Building
William Doc Myers Park - Baseball Concession/Restroom
William Doc Myers Park - Soccer Restroom/Concession
Wojcieszak Park - Restroom/Concession

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**AGREEMENT BETWEEN COUNTY AND CONTRACTOR FOR
GOODS AND SERVICES**

THIS AGREEMENT, effective this 22nd day of February in the year, 2022, between:

MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision of the State of Florida, (hereinafter COUNTY), located at 2401 S.E. Monterey Road, Stuart, FL 34996

AND the CONTRACTOR: Cheney Brothers, Inc.
(hereinafter CONTRACTOR) One Cheney Way
 Riviera Beach, FL 33404

Contract Name: Food, Food Service Supplies & Cleaning Products

Contract Number: RFB2022-3382

Contract Term: Three (3) years plus two (2) 1-year renewal options
 Not-to-exceed five (5) years

Not to Exceed Amount: \$2,500,000.00

WHEREAS, COUNTY has previously determined that it has a need for goods and/or services more specifically outlined in the Request for Bids (RFB) and the Scope of Services; and

WHEREAS, COUNTY solicited competitive bids for such services pursuant to the Martin County bid number referenced on Page 1 of this Agreement; and

WHEREAS, COUNTY awarded the Bid to CONTRACTOR; and

WHEREAS, CONTRACTOR has represented that it is able to satisfactorily provide the services and or materials according to the terms and conditions of the RFB, which is incorporated herein by reference, and the terms and conditions contained herein; and

NOW THEREFORE, in consideration of the above and mutual covenants contained herein, the parties agree as follows:

1. **Services to be Performed.** The CONTRACTOR hereby agrees to provide the COUNTY with goods and services, as requested and more specifically outlined in the Scope of Services attached hereto and made a part hereof as Exhibit A, this Agreement and all subsequent official documents that form the Contract Documents for this Agreement, including any additional contract terms contained herein.

2. **Time of Service.** Services shall be performed in a timely manner, as specified in the Request for Bid or as set forth herein.

3. **Term of Agreement/Option of Renewal.** This Agreement shall be in effect from the date of execution and for the term and agreed upon renewal options indicated on Page 1 of this Agreement. This Agreement may be extended subject to execution of a written agreement between the COUNTY and CONTRACTOR for up to 90 additional days beyond the term and agreed upon renewal options. This option shall be exercised only if all prices, terms and conditions remain the same, or decrease.

4. **Amendment of the Agreement.** This Agreement may be amended only by mutual written agreement signed by the parties. No statement, representations, warranties, either written or oral, from whatever source arising, except as expressly stated in this Agreement, shall have any legal validity between the parties or is binding upon any of them. The parties acknowledge that this agreement contains the entire understanding and agreement of the parties. No modifications hereof shall be effective unless made in writing and executed by the parties hereto with the same formalities as this Agreement is executed.

5. **Assignment/Subcontracting.** The CONTRACTOR shall perform all services and provide all goods and equipment required by this Agreement. No assignment or subcontracting shall be allowed without the prior written consent of the COUNTY. In the event of a corporate acquisition and/or merger, the CONTRACTOR shall provide written notice to the COUNTY within thirty (30) business days of CONTRACTOR'S notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this Agreement, which shall not be unreasonably exercised by the COUNTY, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state or federal laws. Action by the COUNTY awarding a bid to a bidder, which has disclosed its intent to assign or subcontract in its response to the RFB, without exception shall constitute approval for purpose of this Agreement.

6. **Termination.**

6.1 COUNTY shall notify CONTRACTOR of any failure to comply with any requirement in the Scope of Work and shall notify CONTRACTOR in writing of such failure/default. CONTRACTOR shall correct such failure/default within five (5) working days. COUNTY shall have the right to terminate this Agreement if such correction is not made within the time specified above.

6.2 Failure of the CONTRACTOR to comply with any of the provisions of this Agreement shall be considered a material breach of Agreement and shall be cause for immediate termination of the Agreement at the sole discretion of the COUNTY.

6.3 COUNTY reserves the right to cancel this Agreement, without cause, by giving thirty (30) days prior written notice to the CONTRACTOR of the intention to terminate.

7. Compensation. COUNTY shall pay CONTRACTOR upon CONTRACTOR's completion of, and COUNTY's acceptance of, the services required herein, in the amounts specified in the Price Schedule attached hereto and made a part hereof as Exhibit B. Price escalations will be considered at the end of each year and must be documented with written verifications of industry price increases. COUNTY shall pay invoices in accordance with the Local Government Prompt Payment Act.

8. Permit/ Licenses. CONTRACTOR must secure and maintain any and all permits and licenses required to complete this Agreement.

9. Public Records.

9.1 CONTRACTOR shall comply with the provisions of Chapter 119, Fla. Stat. (Public Records Law), in connection with this Agreement and shall provide access to public records in accordance with §119.0701, Fla. Stat. and more specifically Contractor shall:

9.1.1. Keep and maintain public records required by the County to perform the Agreement.

9.1.2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat. or as otherwise provided by law.

9.1.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the CONTRACTOR does not transfer the records to the County.

9.1.4. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the CONTRACTOR or keep and maintain public records required by the County to perform the Agreement. If the CONTRACTOR transfers all public records to the County upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

9.1.5 All blueprints, schematics and design drawings received by the CONTRACTOR from the COUNTY shall not be re-copied or forwarded to another party unless documented permission has been received by COUNTY. Documents shall be documented as retained,

returned, or destroyed by CONTRACTOR accepting said documents. In accordance with the Florida Public Records Act, these documents are exempt from Public Disclosure as described in 119.071, Fla. Stat., general exemptions from inspection or copying of public records.

9.2 IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (772) 419-6959, public_records@martin.fl.us, 2401 SE MONTEREY ROAD, STUART, FL 34996.

9.3 Failure to comply with the requirements of this Article shall be deemed a default as defined under the terms of this Agreement and constitute grounds for termination.

10. Minimum Insurance Requirement. The CONTRACTOR must maintain insurance in at least the amounts required throughout the term of this Agreement or any renewals or extensions. The CONTRACTOR must provide a Certificate of Insurance in accordance with the Insurance Requirements and as set forth herein naming the COUNTY as an additional named insured evidencing such coverage prior to issuance of a purchase order or commencement of any work under this Agreement.

- a. Loss Deductible Clause: The COUNTY shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor and/or subcontractor providing such insurance.
- b. Worker's Compensation Insurance: The Contractor shall take out and maintain during the life of this Agreement, Worker's Compensation Insurance for all of its employees connected with the work of this project and, in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Such insurance shall comply fully with the Florida Worker's Compensation Law. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Worker's Compensation statute, the Contractor shall provide, and cause each subcontractor to provide adequate insurance, satisfactory to the COUNTY for the protection of its employees not otherwise protected. Coverage to include Employers Liability \$100,000 each accident, \$100,000 each Disease/Employee and \$500,000 each Disease/Maximum.
- c. Commercial Automobile Liability Insurance: The Contractor shall take out and maintain during the life of this agreement Comprehensive Automobile Liability Insurance for "Any Auto" (owned, hired and non owned) for a minimum of \$1,000,000 Combined Single Limit.
- d. Commercial General Liability Insurance: The Contractor shall take out and maintain during the life of this agreement Commercial General Liability insurance Including coverage for bodily injury, property damage, personal/advertising injury and products/completed operations for negligent acts which may arise from operations under this Agreement whether such operations are alone or by anyone directly or indirectly

employed by it. The policy should include Contractual Liability to cover the hold harmless and indemnity provision as set forth in this agreement. A per project limit of liability is required. The amounts of such insurance shall be the minimum limit as follows:

Each Occurance -	\$1,000,000
Personal/Advertising Injury -	\$1,000,000
Products/Completed Operations Aggregate -	\$2,000,000
General Aggregate -	\$2,000,000
Fire Damage -	\$100,000 and 1 fire
Medical Expense -	\$10,000 any 1 person

- e. Commercial Automobile and General Liability Insurance: The Contractor shall require each of its subcontractors to procure and maintain during the life of this subcontract, insurance of the type specified above or insure the activities of his subcontractors in its policy, as specified above.
- f. Waiver of Subrogation. The CONTRACTOR hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then the CONTRACTOR shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent.

11. Indemnification. CONTRACTOR shall indemnify and hold harmless the COUNTY and Federal government from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, person or property by or from the said CONTRACTOR; or by, or in consequence of any neglect in safeguarding the work; or by the use of unacceptable materials in the construction of improvements; or on account of any act or omission, neglect or misconduct of the said CONTRACTOR; or by, or on account of, any claim or amounts recovered under the "Workers Compensation Law" or of any other laws, by-laws, ordinance, order or decree, except only such injury or damage as shall have been occasioned by the sole negligence of the COUNTY. The first ten dollars (\$10.00) of compensation received by the CONTRACTOR represents specific consideration for this indemnification obligation.

12. Governing Law. The laws of the State of Florida shall govern this Agreement.

13. Independent Contractor Status and Compliance with the Immigration Reform and Control Act of 1986. The CONTRACTOR is and shall remain an independent contractor and is neither agent, employee, partner nor joint venture of COUNTY. CONTRACTOR acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control act of 1986 located at 8 U.S.C. 1324, et. Seq., and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach and shall be grounds for immediate termination of the Agreement, at the discretion of COUNTY.

14. Severability. The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the

particular clause, term, or condition held to be illegal or void renders the balance of the Agreement to be impossible or performance.

15. Conflict of Interest. CONTRACTOR represents that it has no interest and shall acquire no interest(s), which conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part 111, of the Florida Statutes, CONTRACTOR further represents that no person having any interest shall be employed for said performance. CONTRACTOR shall notify COUNTY in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence CONTRACTOR'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that CONTRACTOR may undertake and request an opinion from COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by CONTRACTOR, COUNTY shall so state in the notification and CONTRACTOR shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict with respect to services provided to COUNTY by CONTRACTOR under the terms of this Agreement.

16. Documents Comprising Agreement. The Agreement documents shall include this Agreement as well as the following documents, which are incorporated herein by reference.

- a. Martin County's Request for Bid and all of its addenda and attachments which are part of the RFB set forth above.
- b. Contractor's Certificate of Insurance required in the Request for Bid;
- c. Contractor's response to the RFB or soliciting document.

17. Dispute Resolution.

17.1 As a condition precedent to the filing of any legal proceedings, the parties shall endeavor to resolve claim disputes or other matters in question by mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The party shall, by mutual agreement, select a mediator within 15 days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator then the COUNTY shall select the mediator, who, if selected solely by the COUNTY, shall be a mediator certified by the Supreme Court of Florida. The mediator's fee shall be paid in equal shares by each party to the mediator.

17.2 **Attorney's Fees.** The parties expressly agree that each party will bear its own attorney's fees incurred in connection with this Agreement.

17.3 **Venue.** This Agreement and the terms hereof shall be construed in accordance with the laws of the State of Florida and venue for all actions in a court of competent jurisdiction shall lie in Martin County, Florida.

17.4 **Non-jury trial.** The parties expressly and specifically hereby waive the right to a jury trial as to any issue in any way connected with this Agreement.

17.5 The parties expressly and specifically hereby waive all tort claims and limit their remedies to breach of contract as to any issue in any way connected with this Agreement.

18. Confidential Information.

18.1 Any information such as specifications, drawings, sketches, business information, forecasts, models, samples, data, computer programs and other software, and documentation of one Party (a “Disclosing Party”) that is furnished or made available or otherwise disclosed to the other Party or to such other Party’s employees, contractors, or agents (a “Receiving Party”) pursuant to this Agreement (“Proprietary Information”) shall be deemed the property of the Disclosing Party. Proprietary Information, if written, shall be clearly and conspicuously marked “Proprietary”. Such information may be disclosed to those persons who have a need for it in connection with the provision of services required to fulfill this Agreement and shall be used by those persons only for such purposes; and may be used for other purposes only upon such terms and conditions as may be mutually agreed to in advance of such use in writing by the Parties. Notwithstanding the foregoing sentence, COUNTY shall be entitled to disclose or provide Proprietary Information as required by any governmental authority or applicable law, including but not limited to Section 119, Fla. Stat. Existence and terms of this Agreement shall constitute a public record and shall be subject to Section 119, Fla. Stat.. CONTRACTOR agrees to comply with the requirements of Sec. 119.0701, Fla. Stat.

18.2 If COUNTY receives a public records request for public records received from CONTRACTOR, including any public records request for Proprietary Information or for records that may be or may contain Proprietary Information, COUNTY shall promptly notify CONTRACTOR. The notice shall inform CONTRACTOR that it must promptly inform COUNTY, in writing, whether or not CONTRACTOR claims an exemption to the release of part or all of the requested public record. If CONTRACTOR claims that part or all of a public record is exempt from inspection and copying, that writing shall state the basis of the exemption that it contends is applicable to the record, including the statutory citation to an exemption created or afforded by statute. If CONTRACTOR claims that an exemption applies to part of a requested public record, CONTRACTOR shall, in that writing, identify for redaction the part of that public record to which the exemption is asserted and validly applies, and the remainder of that public record shall be produced for inspection and copying. If CONTRACTOR promptly notifies COUNTY of a claim of exemption, COUNTY shall review the exemption claimed and decide whether to release the public records. If CONTRACTOR fails to promptly notify COUNTY that it claims an exemption to the release of the requested public record, that failure constitutes a waiver of any claim of trade secret or confidentiality, and COUNTY shall release the record as requested.

18.3 CONTRACTOR will indemnify, defend, and hold COUNTY, COUNTY’s elected officials, employees, agents, and attorneys and their successors (each an “Indemnitee”) harmless of and from any claim brought or threatened against any Indemnitee by any person or entity on account of or related to any public records request for public records, as that term is defined in Section 119.011, Fla. Stat., that are or may be or may contain Proprietary Information, each of which may be defended, settled or pursued by COUNTY with counsel of COUNTY’s choice but at the expense of CONTRACTOR, including reasonable attorneys’ fees and costs, including attorneys’ fees and costs in litigation and on appeal incurred by or awarded against any Indemnitee or agreed upon by any Indemnitee as part of any settlement of any claim for attorney’s fees and costs for failure to produce requested public records disclosed to an Indemnitee by CONTRACTOR.

18.4 In the event of the expiration or termination of this Agreement for any reason whatsoever, each Party shall return to the other Party Proprietary Information and other documents, work papers and other material (including all copies thereof) obtained from the other Party in connection with this Agreement, subject to Chapter 119 and other public records retention requirements set forth in Florida law.

19. E-Verify. In compliance with Section 448.095, Fla. Stat., the CONTRACTOR and its

subcontractors shall register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

- a. If the CONTRACTOR enters into a contract with a subcontractor, the subcontractor must provide the CONTRACTOR with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. CONTRACTOR shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.
- b. The COUNTY, the CONTRACTOR, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this Article shall terminate the contract with the person or entity.
- c. The COUNTY, upon good faith belief that a subcontractor knowingly violated the provisions of Article 32, but the CONTRACTOR otherwise complied, shall promptly notify the CONTRACTOR and order the CONTRACTOR to immediately terminate the contract with the subcontractor.
- d. A contract terminated under the provisions of Article 32 is not a breach of contract and may not be considered such.
- e. Subcontracts. The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in Article 18 and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in Article 18.

If there is a conflict between the terms of this Agreement and the above referenced documents, then the conflict shall resolved as follows: the terms of this Agreement shall prevail over the other documents, and the terms of the remaining documents shall be given preference in their above listed order.

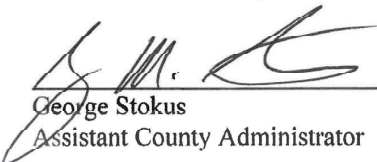
IN WITNESS WHEREOF, the COUNTY and the CONTRACTOR have executed this Agreement as of the date first above written.

REVIEWED BY



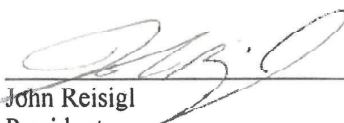
Kevin Abbate
Parks & Recreation Director

**BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA**




George Stokus
Assistant County Administrator

CHENEY BROTHERS, INC.



John Reisigl
President

**APPROVED AS TO FORM & LEGAL
SUFFICIENCY**



Sarah W. Woods
County Attorney

EXHIBIT A

SCOPE OF SERVICES

Continuing services contract for the purchase of food, food service items and cleaning supplies delivered to Sailfish Splash Waterpark (931 SE Ruhnke Street, Stuart, FL 34994), Sand Dune Café at Jensen Beach (4191 S. Ocean Blvd., Jensen Beach, FL 34957) and Seaside Café (891 NE Ocean Blvd, Stuart, FL 34996). These products are for a water park and beach cafés for Martin County.

Facility*	Annual Estimated Food Services Expenditure
Sailfish Splash Waterpark	\$125,000
Sand Dune Café	\$125,000
Seaside Café	\$250,000

*Other delivery locations may be added at a later date.

- The bid form provided includes major items for the purpose of price comparison only. The County reserves the right to add, delete or change products as needed.
- The Contractor shall provide a catalog or cost price schedule of products available.
- Generally, orders shall be placed once to twice a week.
- Delivery shall be “inside delivery”. The deliverer shall place items in walk-in cooler or on shelves as required. All discounts shall include delivery.
- The Contractor shall offer an option for item pick up during limited hours on Sunday.
- A minimum delivery order of \$250.00 shall be allowed if required by the Contractor.
- A customer service representative shall be available 7 days a week from 8:00 AM to 8:00 PM for service related inquiries.
- A substitute product may be provided with prior approval by the Contract Manager. Substitutions shall be the of the same or better grade, quality, etc. Quality of product shall be a factor in determination of the lowest, responsive & responsible bid. The County may request a taste test showing original packaging of product with sales representative present.
- Full credit and pickup within five (5) working days after notification of any rejected product due to incorrect delivery, spoiled, damaged, or with insufficient shelf life to permit safe consumption. The Contractor shall not charge a restocking fee to the County. The facility desiring a credit pick up of items will notify the Contractor within twenty-four (24) hours of discovery, or the next business day, whichever comes first.
- The Contractor shall provide a packing slip/invoice with all deliveries and require a signature of manager or designee for each delivery. Invoicing will also be provided via email to our accounts payable department or through an online portal to expedite payment and for reconciliation purposes.

- The Contractor shall provide the following general reports to the Department, as delineated below in an approved format approved by the Contact Manager.

Monthly Summary Detail Report – The Contractor shall provide to the Contract Manager or designee a monthly summary report of all items being invoiced. The report must list by line item amounts of each product delivered for all shipments to all facilities during the monthly billing period. The report shall delineate, but is not limited to the following:

- a. Invoice number
- b. Facility name
- c. Product number
- d. Brand name
- e. Pack size
- f. Product description
- g. Identify product food or non-food
- h. Quantity delivered
- i. Delivery date
- j. Unit price
- k. Delivery charge
- l. Rebates, incentives, or discounts
- m. Extended price

Weekly Cost Report – The Contractor shall provide to the Contract Manager or designee weekly cost report for each facility. The report shall delineate, but is not limited to, the following.

- a. Total sales (cumulative to date) for each facility by value; of food and non-food.
 - b. Aggregate (cumulative to date) sales for each facility showing quantity and value.
- The Contractor shall provide MSDS sheets for all chemicals upon delivery, if required.
 - All chemical products should carry a Green Seal certification and be biodegradable and phosphate free.

The goods and/or services listed in this bid are for the purposes of price comparison and are not intended to be all inclusive. The County may add goods and/or services at any time during the term of this Agreement at a cost to be agreed upon by the Contractor and the County.

EXHIBIT B

RFB2022-3382

FOOD, FOOD SERVICE SUPPLIES & CLEANING PRODUCTS

ITEM CATEGORY	UNIT	ANNUAL ESTIMATE	CURRENT WHOLESALE PRICE	% ABOVE WHOLESALE BID PRICE PER CATEGORY
Bidders shall use this Excel Spreadsheet BID FORM (DO NOT PRINT BY HAND)				
Items listed in categories during contract term will change as menus change				
BEEF				
Angus Beef Patty, 80/20, 5.3 Oz	030/5.3 OZ	500		7%
Beef Ground Patty Angus Stk	1 CS	65		
All Beef Hot Dog, Skinless, Duckhead Or Equivalent, 10"	002/5 #	35		
Roast Beef Rare Angus	1 CS	10		
Pepperoni, Sliced, Carando Or Equivalent	1 CS	20		
POULTRY				
Chicken Breast, Fully Cooked, Grillmarked, Perdue Or Equivalent, 4 Oz	040/4 OZ	40		8%
Chicken Tenders, Perdue Or Equivalent	002/5 #	600		
Chix Breast Bl/SI 6 Oz Single Cvp	1 CS	15		
Eggs Large Loose 15 Dozen	001/15 DZN	110		
PORK				
Bacon Layout 14/18 Silver	001/15 #	90		8%
Sausage Link Skin On 2Oz Silver	080/2 OZ	30		
Pork Butt Bone In Fresh	004/9 #AVG	10		
Sausage Patty Pre-Cooked	001/10 #	20		
Smoked Pork Pulled	0.01	30		
SEAFOOD				
Shrimp Breaded 16/20 T/On Bf	004/3 #	40		7%
Shrimp Breaded 11/20 T/Off	1 CS	10		
Shrimp Coconut 16/20 T/On Bf	004/3 #	5		
Conch Ground 100% Cleaned	1 CS	5		
Dip Smoked Fish Mahi	1 CS	10		
Haddock Fillet Battered Beer 8.5Oz	1 CS	10		
Squid Calamari Rings & Tents	1 CS	10		
Mahi Prtn 6 Oz B/S lvp Sa	1 CS	60		
Clams Strips Fresh Breaded	024/4 OZ	5		
FROZEN				
Hot Dog Bun, Sliced, 10", Ottenberg Or Equivalent	001/96 CT	30		12%
Premium Pizza, Ny Style, Fresh/Frozen, Whole Milk Cheese, 16" Round	8/CS	500		
Hamburger Roll, Sliced, 4", Ottenberg Or Equivalent	012/8 CT	50		
Burger Black Bean Gluten Free	1 CS	5		
Roll Hot Dog Bun 6 Inch	1 CS	15		
Bread Cuban Baked 7 Inch	1 CS	15		
Bread Luau	1 CS	20		
Roll Hoagie Sliced 7.5 Inch	1 CS	10		
Bread Wheatberry Thick Sliced	008/36 OZ	40		
Bread Texas Toast Yellow 3/4"	008/32 OZ	20		
Bread Sourdough Italian Sliced 3/4"	006/28 OZ	80		
Muffin English Sandwich Size	006/8 CT	10		
Muffin Yogurt Banana Nut	012/6 OZ	10		
Muffin Yogurt Blueberry Crumb	012/6 OZ	20		
Croissant Baked Sliced Round Margarine	060/2.5 OZ	50		
Biscuit Buttermilk Round 3"	120/2.25 OZ	5		
Bagel Everything Sliced 4 Oz	006/8 CT	5		
Biscuit Bacon Egg And Cheese I.W.	1 CS	10		
Biscuit Sausage Egg & Cheese I.W.	1 CS	5		
Bagel Plain Sliced	008/6 CT	10		
Tortilla Flour 6" Pressed	1 CS	5		
Tortilla Wrap 12 Inch Plain	006/12 CT	40		
Bread Rye Sliced	006/32 OZ	25		
French Fry, Straight Cut 3/8", Thin, 5 Lb.	006/5 #	225		
Soft Pretzel, J & J Superpretzel Or Equivalent, 5 Oz.	050/5 OZ	55		
Tostones Hawaiian 7Mm Plantain	1 CS	10		
Butter Solids Unsalted Grade Aa	1 CS	1		
Bun Brioche Homesytle 4" Sliced	1 CS	10		
Fry Straight Cut 3/8" Colossal Crisp	1 CS	50		
Potato Select Crispy Cubes	1 CS	30		

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ITEM CATEGORY	UNIT	ANNUAL ESTIMATE	CURRENT WHOLESALE PRICE	% ABOVE WHOLESALE BID PRICE PER CATEGORY
Potsticker Pork 1Oz	1 CS	10		
Pretzel Stick Plain 2.3 Oz W Salt Packet	1 CS	5		
King Cone	001/24 CT	45		
Churro Plain 10 Inch Ready To Bake	1 CS	15		
Popsicle Rainbow Pop-Up	001/24 CT	20		
DELI COLD CUTS / CHEESE				
Turkey Oven Brown Sliced	006/2 #	15		11%
Ham Cooked Sliced	006/2 #	20		
Cheese American Yellow Sliced	004/5 #	30		
Cheese Swiss Sliced 0.75 Oz	008/1.5 #	15		
Cheese Cheddar Shredded Feather	004/5 #	15		
Cream Sour	002/5 #	25		
Cheese Feta Tub	002/9 #	10		
Cheese Cream Cups	100/1 OZ	10		
Cheese Mozzarella Shredded Whole Milk	006/5#	25		
PRODUCE				
Apple Slices, Red, Chiquita Or Equivalent, 2 Oz.	24/CS	5		14%
Bananas	10 lb	2		
Avocado Pulp	1 CS	25		
Salsa Mango With Peaches	1 CS	10		
Cherries Maraschino With Stem Plastic	004/120 OZ	1		
BEVERAGE				
5 Gallon Bag In The Box (Bib) (Written Permission From Coca-Cola Company Required For Purchase)	EA	40		10%
Milk 2% Shelf Stable Single Serve	018/8 OZ	6		
Milk Chocolate 2% Shelf Stable	018/8 OZ	10		
Mix Drink Banana	012/32 OZ	17		
Mix Drink Mango	012/32 OZ	30		
Mix Drink Pina Colada	012/32 OZ	28		
Mix Drink Strawberry	012/32 OZ	34		
Coffee Colombian 100% Premium	040/2.5 OZ	25		
Coffee Colombian Premium Decaf	040/2.5 OZ	10		
Creamer French Vanilla	1 CS	20		
Creamer Hazelnut	1 CS	15		
Creamer Irish Cream	1 CS	5		
Topping Whipped Cream Lite Aerosol	1 CS	1		
Creamer Regular Non Dairy	1 CS	5		
Water Drinking	16.9 OZ	329		
Tea Iced Premium	048/4 OZ	5		
Drink Fruit Punch Caprisun Pouch		20		
Tea Bags Hot Indiv. Wrapped	010/100 CT	5		
CANNED & DRY				
Shortening Clear Liquid, Transfat Free, 35 Lb	001/35 #	130		
Ketchup, Heinz Or Equivalent, 1.5 Gallon	EA	20		
Mustard, Heinz Or Equivalent, 1.5 Gallon	EA	5		
Mustard Honey Sauce Dipping Cups	060/2 OZ	35		
Vinegar Apple Cider 5%	1 PK	3		
Sauce Classic Hot Franks	1 CS	1		
Sauce Bbq Sbr Original	1 CS	3		
Sauce Caramel Designer Dessert	1 CS	1		
Sauce Chutney Mango	1 CS	5		
Sauce Classic Hot	1 CS	1		
Sauce Cocktail	1 CS	3		
Sauce Mango Habanero	1 CS	1		
Sauce Reese Peanut Butter	1 CS	1		
Sauce Soy Plastic	1 CS	1		
Sauce Tartar	1 CS	2		
Sauce Worcestershire	1 CS	1		
Seasoning Blackened Redfish	1 CS	3		
Seasoning Cajun	1 CS	2		
Seasoning Jerk Carribean	1 CS	1		

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ITEM CATEGORY	UNIT	ANNUAL ESTIMATE	CURRENT WHOLESALE PRICE	% ABOVE WHOLESALE BID PRICE PER CATEGORY
Seasoning Seafood Old Bay	1 CS	5		11%
Seasoning Shaker Or Dredge Can 10 Oz	1 CS	5		
Sauce Bbq Dunk Cup	100/1 OZ	15		
Buttercups Salted	01/400CT	15		
Sauce Cheese Cheddar Mild	006/# 10	20		
Mix Bar Mango Aseptic	1 CS	2		
Mix Bar Margarita Shelf Stable	1 CS	5		
Mix Bar Pina Colada Shelf Stable	1 CS	3		
Mix Bar Pina Colada Shelf Stable	1 CS	3		
Mix Cake Yellow	1 CS	1		
Mix Drink Strawberry Shelf Stable	1 CS	6		
Butter Oleo Substitute Liquid	1 CS	20		
Dressing Caesar Tableside Egg	1 CS	5		
Chili With Beans	006/# 10	8		
Mustard Upside Down Yellow Bottle	016/13 OZ	7		
Mayonnaise Real Squeeze	012/20 OZ	10		
Mayonnaise Heavy Body	004/1 GAL	4		
Creamer Non Dairt	360/3.8CYT	7		
Cracker Captain Wafer 2 Count	1 CS	3		
Tea Iced Premium	1 CS	7		
Cracker Flatbread Everything	1 CS	4		
Ketchup Pump Jug	006/114 OZ	21		
Grits Quick	012/2.8 #	1		
Mix Pancake Buttermilk	006/5 #	27		
Syrup Pancake Table Top	012/12 OZ	6		
Syrup Chocolate Squeeze	024/24 OZ	1		
Sugar Confectionary 10X	024/1 #	3		
Sugar Brown Light	024/1 #	1		
Spice Paprika	006/14 OZ	3		
Spice Onion Powder	006/12 OZ	9		
Spice Garlic Powder	006/14 OZ	8		
Spice Celery Seed Whole	006/12 OZ	1		
Flavoring Vanilla Imitation	012/1 QT	5		
Spice Nutmeg Ground	006/11 OZ	3		
Mustard Spicy Brown Squeeze	1 CS	2		
Mustard Yellow Squeeze	1 CS	8		
Sugar Granulated Bales	1 CS	1		
Sugar Stick Raw Turbinado 3 Gram	1 CS	2		
Sugar Stick White Natural Cane 2.8Gr	1 CS	1		
Sweetener Green Stevia Sticks	1 CS	1		
Sweetener Pink Stick	1 CS	1		
Sweetener Yellow Stick	1 CS	1		
Syrup Caramel	1 PK	3		
Syrup Coconut	1 PK	1		
Syrup Hazelnut	1PK	2		
Pan Spray Vegalene Aerosol	1 CS	1		
Chips Regular Potato	064/1.5 OZ	9		
Chips Variety Pack	002/30 CT	30		
Chips Tortilla Yellow Corn Round	036/3 OZ	86		
Dressing Honey Mustard	004/1 GAL	39		
Pickles Dill Slices Smooth 1/8" 725-775	1 CS	4		
Sauce Bbq Cheney Ranch Plastic	004/1 GAL	29		
Sauerkraut Shredded Fancy	024/14.5 OZ	6		
Salt Seasoned Lawrys	004/5 #	3		
Rice Yellow With Seasonings	1 CS	5		
Plantain Strips	1 CS	20		
Horseradish 100% Pure Ground	004/1 GAL	1		
Jelly Assorted #4 0.5 Oz	001/200 CT	9		
Jelly Grape	006/4 #	1		
Jelly Orange Marmalade Pure	006/4 #	1		
Pickles Hamburger Dill Slices	004/1 GAL	7		
Pickles Kosher Dill Spears 275-325 Count	001/5 GAL	1		

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Relish Sweet Pickle Plastic	004/1 GAL	8		
CANDY				
Candy Bar Milky Way	010/36 CT	1		11%
Candy Bar Snickers	008/48 CT	2		
PAPER				
Coca-Cola Branded Cups, Paper				12%
16 Oz., 1000 Count	1 CS	5		
24 Oz., 1000 Count	1 CS	1		
Syrup Cups 2.1 Oz	1 CS	5		
Wiper Food Service White 13X21	1 CS	10		
Pick 4" Bamboo With Knot	1 CS	5		
Plate Paper Pulp Wht 10.5" 1 Comp Rd	1 CS	10		
Quaternary Test Strips Tp204	1 CS	1		
Plate Paper Pulp Wht 8.75" 1 Comp Round	1 CS	5		
Cafe Tray 16 5/16 X 12 Black	1 CS	5		
Cont H/L Fiber 3 Comp Ivory Lge	1 CS	2		
Label 2X3 Product Dissolvable	1 CS	2		
Lid For 12-18-22 Qt Square Containers	1 CS	5		
Lid Plas Travel Dome Wht Sip Hole	1 CS	2		
Mophead Cotton #32 W/Screw	1 CS	2		
Napkin Xpress Signature 1Ply Nat (908Ex)	1 CS	25		
Pizza Box, 16", Heavyweight, 50 Count, Corrugated	1 PK	75		
Cup Plastic Nexclear 16/18 Oz Nc16S	020/50 CT	20		
Deli Paper 15 X 10.75	012/500 CT	5		
Paper Plate, 9" Coated 10/100	08/125CT	35		
Plate Paper 10.25" 1 Comp Rd Hvy Coated	004/125 CT	20		
Cont Pulp 1 Comp 20 Oz Rect Natural	1 CS	5		
Food Tray #1, Red Plaid, 250 Count	1 PK	10		
Food Tray #3, Red Plaid, 250 Count	1 PK	30		
Tray Food 1# Hearthstone Design	004/250 CT	10		
Tray Food 2# Hearthstone Design	004/250 CT	5		
Tray Food 3# Hearthstone Design	002/250 CT	40		
Fork, Plastic, Medium, Heavy Weight, White, 1000 Count, Polypropylene	0/125	20		
Spoon, Plastic, Medium, Heavy Weight, White, 1000 Count, Polypropylene	1 PK	25		
Knife, Plastic, Medium, Heavy Weight, White, 1000 Count, Polypropylene	1 PK	20		
Cup Paper Hot 12 Oz White Insulated	1 CS	5		
Cup Paper Hot 20 Oz White Insulated	1 CS	10		
Cup Plas Clear 16/18 Oz Squat Kc16S	1 CS	5		
Stirrer 5.5" Unwrpd Wood Coffee Wcs100	010/1000 CT	5		
Bag Silverware Paper White	1 CS	5		
Film Wrap, 18 X 2000'	001/1 CT	9		
Souffle Lid Plas Clear For 1.5/2/2.5 Oz	025/100 CT	12		
Skewers Bamboo 10"	010/100 CT	5		
Souffle Cup Plas Trans 2 Oz P200N	010/250 CT	14		
Aluminum Foil, 10.5 X 14 Cushion Roll Sandwich Wrap	1 ROLL	5		
EQUIPMENT & SUPPLIES				
Cotton Terry Bar Towel, White, 16" X 19", 28 Oz, 60 Per Pack	060/1 CT	29		12%
Spatula	1 PK	5		
Tongs	1 PK	8		
Sizzle Platter 11 In Oval Aluminum	1 PK	10		
Storage Container 12 Qt Square Clear	1 PK	5		
Storage Container 4 Qt Square Clear	1 PK	20		
Thermometer Digital Pocket -40/392	1 PK	5		
Thermometer Ref/Freezer -20/80	1PK	15		
Storage Container 8 Qt Square Clear	1 PK	5		
CHEMICAL / CLEANING SUPPLIES				
Heavy Duty Degreaser, Swisher Hercules Or Equivalent	004/1 GAL	5		
Glass & Hard Surface Cleaner, Swisher Or Equivalent	1 GAL	5		

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ITEM CATEGORY	UNIT	ANNUAL ESTIMATE	CURRENT WHOLESAL PRICE	% ABOVE WHOLESAL BID PRICE PER CATEGORY
Countertop Disinfectant	1 GAL	5		12%
Neutral Floor Cleaner	1 GAL	10		
Three Compartment Sink Dishwashing System, Swisher Or Equivalent (No Service)	CS	10		
White Glove Lemon Plus Apc W/Bleach Rtu		5		
Three Compartment Sink Dishwashing System, Swisher Or Equivalent (With Service)	CS	10		
Stainless Steel Polish, 16 Oz Aerosol	CS	5		
Griddle Clean	40/3 oz	20		
Niagara Grill Bricks, Large, 12, 1'S	1 PK	5		
Trash Can Liner, 24 X 31, 1.5 Mil, Clear, 100 Count	1 PK	15		
Toilet Tissue, 12" Rolls, 3 1/2" Center Hole, 4000' Per Roll, 1-Ply	96/500CS	825		
Hrt Hand Towels, 8", 800' Per Roll	CS	15		
Bags For Sanitary Containerss	1/250	5		
Gloves Latex	010/100CT	35		
Gloves Vinyl	010/100CT	35		
Sanitary Napkins	CS	5		
Aurora Hand Dishwashing Detergent Gals	002/1 GAL	25		
Sani Rinse II (Quat Sanit) Low Foam Red	004/1 GAL	5		
Quick Clean Heavy Duty Pad	001/15 CT	25		

INSTRUCTIONS

Bids must be received no later than the date and time stated in the Advertisement. Bids received after that time & date will not be considered.

This form must be returned with bid. Bids on any other form will not be accepted.

CHENEY BROTHERS, INC
Company Name

JOHN REISIGL
Name of Authorized Representative (Print)

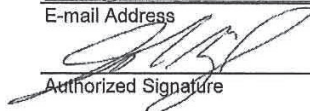
ONE CHENEY WAY
Street Address

PRESIDENT
Title

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City, State, Zip

JOHNR@CHENEYBROTHERS.COM
E-mail Address

561-845-4726
Telephone


Authorized Signature