

GOVERNMENT OF THE VIRGIN ISLANDS OF THE UNITED STATES
DEPARTMENT OF PROPERTY AND PROCUREMENT
PROCUREMENT DIVISION

| | | | |
|--|-----------------------|----------|--------------|
| INVITATION BID & AWARD SUPPLY CONTRACT | CONTRACT NO. | PAGE NO. | NO. OF PAGES |
| | ORDER NO. (If any) | 1 | 34 |
| ISSUED BY | ADDRESS | | |

INVITATION FOR BIDS

| | |
|----------------------------------|---------------------------------------|
| DATE ISSUED: July 2, 2015 | INVITATION NO. IFB010DOET16(S) |
|----------------------------------|---------------------------------------|

Sealed bids in **QUARDRIPLUATE**, subject to (1) the Terms and Conditions of the Invitation for Bids, (2) General Provisions which are incorporated herein by reference, and (3) such other contract provisions and specifications as are at-tached or incorporated by reference will be received at the above office until **11:00 o'clock a.m.**, Atlantic Standard Time, not later than (date) **Friday, July 30, 2015**, and at that time publicly opened **11:15 o'clock a.m.**, for furnishing the supplies or services for delivery f.o.b.

General information and instructions to Bidders are contained in the terms and conditions on the reverse hereof.

SCHEDULE

| ITEM NO. | SUPPLIES OR SERVICES | QUANTITY (NO. OF UNITS) | UNIT | UNIT PRICE | AMOUNT |
|----------|---|----------------------------|------|------------|--------|
| | Delivery of Goods & Supplies for the Department of Education in the district of St. Thomas/St. John, Virgin Islands during the period of October 1, 2015 to September 30, 2016. | | | | |

BID → **DATE OF BID**

IN COMPLIANCE WITH THE ABOVE THE UNDERSIGNED OFFERS AND AGREES, IF THIS BID BE ACCEPTED WITHIN _____ DAYS (30 calendar days unless a different period is inserted by the Bidder) FROM THE DATE OF OPENING TO FURNISH ANY OR ALL OF THE ITEMS UPON WHICH PRICES ARE QUOTED, AT THE PRICE SET OPPOSITE EACH ITEM, DELIVERED AT THE DESIGNATED POINTS WITHIN THE TIME SPECIFIED IN THE INVITATION. DISCOUNTS WILL BE ALLOWED FOR PROMPT PAYMENT AS FOLLOWS:

_____ PERCENT, 20 CALENDAR DAYS; _____ PERCENT, 30 CALENDAR DAYS

BIDDER REPRESENTS (Check appropriate boxes)

(1) THAT HE IS _____, IS NOT _____, A SMALL BUSINESS CONCERN. IF BIDDER IS A SMALL BUSINESS CONCERN AND IS NOT THE MANUFACTURER OF THE SUPPLIES BID UPON, HE ALSO REPRESENTS THAT ALL SUPPLIES TO BE FURNISHED HEREUNDER WILL _____, WILL NOT _____, BE MANUFACTURED OR PRODUCED BY A SMALL BUSINESS CONCERN IN THE UNITED STATES, ITS TERRITORIES, ITS POSSESSIONS, OR THE COMMONWEALTH OF PUERTO RICO.

(2) THAT HE IS A REGULAR DEALER IN _____, MANUFACTURER OF _____, THE SUPPLIES BID UPON.

(3) (A) THAT HE HAS _____, HAS NOT _____, EMPLOYED OR RETAINED ANY COMPANY OR PERSON (OTHER THAN A FULL-TIME BONA FIDE EMPLOYEE WORKING SOLELY FOR THE BIDDER) TO SOLICIT OR SECURE THIS CONTRACT, AND (B) THAT HE HAS _____, HAS NOT _____, PAID OR AGREED TO PAY ANY COMPANY OR PERSON (OTHER THAN A FULL-TIME BONA FIDE EMPLOYEE WORKING SOLELY FOR THE BIDDER) ANY FEE, PERCENTAGE, COMMISSION, OR BROKERAGE FEE, CONTINGENT UPON OR RESULTING FROM THE AWARD OF THE CONTRACT; AND AGREES TO FURNISH INFORMATION RELATING TO (A) AND (B) ABOVE AS REQUESTED BY THE CONTRACTING OFFICER.

(4) HE OPERATES AS AN INDIVIDUAL _____, PARTNERSHIP _____, CORPORATION _____, INCORPORATED IN THE TERRITORY OF THE VIRGIN ISLANDS
 (5) PREFERRED BIDDER: _____ A BONA FIDE CONTINUOUS RESIDENT OF THE VIRGIN ISLANDS FOR AT LEAST EIGHT (8) YEARS OR _____ WAS BORN IN THE VIRGIN ISLANDS; _____ A FIRM, PARTNERSHIP, OR CORPORATION IN WHICH AT LEAST FIFTY-ONE PERCENT (51%) OF THE LEGAL OR EQUITABLE OWNERSHIP IS HELD BY A PERSON OR PERSONS WHO HAVE BEEN BONA FIDE CONTINUOUS RESIDENTS OF THE VIRGIN ISLANDS FOR AT LEAST EIGHT (8) YEARS OR _____ WHO WERE BORN IN THE VIRGIN ISLANDS; _____ SAID PERSON, FIRM, PARTNERSHIP, OR CORPORATION IS LICENSED IN AND MAINTAINS HIS OR ITS PRINCIPAL PLACE OF BUSINESS IN THE VIRGIN ISLANDS AND OWNS, OPERATES, OR MAINTAINS A STORE, WAREHOUSE, OR OTHER PLACE OF BUSINESS IN THE VIRGIN ISLANDS OR _____ THE DULY AUTHORIZED AGENT, DEALER, DISTRIBUTOR OR REPRESENTATIVE IN THE VIRGIN ISLANDS FOR THE MATERIALS, SUPPLIES, ARTICLES, OR EQUIPMENT OF THE GENERAL CHARACTER DESCRIBED BY THE SPECIFICATIONS AND REQUIRED UNDER THIS CONTRACT.

| | |
|---|---|
| NAME & ADDRESS OF BIDDER (Street, City, State and Zip Code) <i>(Type or Print)</i> | SIGNATURE OF PERSON AUTHORIZED TO SIGN BID → |
| | TYPE OR PRINT SIGNER'S NAME & TITLE |

AWARD

| | | |
|---|--------------|--|
| ACCEPTED AS TO ITEMS NUMBERED | AMOUNT \$ | DATE OF AWARD |
| SUBMIT INVOICE FOR PAYMENT TO: Department of Education 1834 Kongens Gade St. Thomas, VI 00802 | | GOVERNMENT OF THE VIRGIN ISLANDS BY _____ <i>Contracting Officer</i> |

TERMS AND CONDITIONS OF THE INVITATION FOR BIDS
(SUPPLY CONTRACTS)

1. PREPARATION OF BIDS: (a) Bidders are expected to examine the drawings, specifications, invitations, and all instructions. Failure to do so will be at the bidder's risk. (b) Bids must be in ink or printed on the bid forms furnished herewith. Bids submitted in pencil will be rejected. Bids containing alterations or erasures will be rejected, unless the alteration or erasure is crossed out and correction thereof printed in ink or typewritten adjacent thereto and initialed by the person signing the bid. In addition, a statement must be furnished with the bid, signed by the bidder explaining the correction of the alteration or erasure. (c) If the bidder is a partnership, a letter of authorization shall be furnished and signed by all of the general partners. If the bidder is a proprietor, and the person signing the bid is other than the owner, a letter of authorization signed by the owner shall be furnished. The Contracting Officer will retain all such proof on file for acceptance of future bids, if requested to do so. (d) The bidder must sign his proposal correctly and in ink. If the proposal is offered by an individual or partnership, his name, office and post office addresses must be shown. If offered by a corporation, the person signing the proposal must give his name, title, and business address. Anyone signing a proposal as agent must file legal evidence of his authority to do so, and that the signature is binding upon the firm or corporation. (e) Alternate bids will not be considered unless authorized by the invitation. Alternate bids are those offered which do not meet the specification and are not considered approved equal to the item specified. (f) When not otherwise specified, the bidder must state a definite time of proposed delivery. (g) Time, if stated as a number of days will include Sundays and holidays. 2. SUBMISSION OF BIDS: (a) Bids and modifications thereof shall be enclosed in sealed envelopes addressed to the issuing office, with the name and address of the bidder, the date and hour of opening, and the invitation number on the face of the envelope. Bids shall be submitted so as to be received in the Office of the Contracting Officer not later than the exact time set for opening of bids. To be considered for award, a bid must comply in all material respects with the invitation for bids so that, both as to the method and timeliness of submission, and as to the substance of any resulting contract, all bidders may stand on an equal footing and the integrity of the formal advertising system may be maintained. (b) Telegraphic bids shall not be considered unless permitted by the Invitation for Bids. Where telegraphic bids are authorized, a telegraphic bid received by telephone from the receiving telegraph office not later than the time set for opening of bids, shall be considered if such bid is confirmed in writing by the telegraph company and by sending a copy of the telegram which forms the basis for the telephone call. (c) Bids may be modified by telegraphic notice provided such notice is received prior to the time set for the opening of the bids. (d)

Sample of items, when required, must be submitted within the time specified, and unless otherwise specified by the Government. If not destroyed by testing, samples will be returned at bidders' request and expense unless otherwise specified by the Invitation. (e) In the event no bid is to be submitted, Bidders are advised not to return the Invitation unless otherwise specified. However, a letter or post card shall be sent to the Issuing Office advising whether future Invitations for the type of supplies or services covered by the Invitation is desired. Failure to so advise the Issuing Office may be interpreted against the bidder. 3. WITHDRAWAL OF BIDS: Bids may be withdrawn only by written or telegraphic notice provided that such notice is received prior to the time set for opening of the bid. 4. LATE BIDS: (a) Bids received at the Office of the Contracting Officer after the precise time set in the Invitation for Bids are late bids. (b) A late bid shall be considered for award only if it is received before award; and either: (i) It was sent by mail including registered or certified for which an official dated post office stamp (*Postmark*) on the envelope has been obtained; or by telegraph if authorized, and it is determined that the lateness was due solely to a delay in the mails or to a delay by the telegraph company for which the bidder was not responsible; or (ii) If submitted by mail- or by telegram where authorized-it was received at the Office of the Contracting Officer in sufficient time to be opened as required in the Invitation but except for delay due to mishandling on the part of the Government. The only evidence acceptable to establish timely receipt at the Office of the Contracting Officer is that which can be established upon examination of an appropriate time stamp or a written statement from an official of the U. S. Postal Service. (c) **Hand-Carried Bids:** A late hand-carried bid, or any other late bid not submitted by mail or telegram, shall not be considered for award. (d) **Registered Mail:** The time of mailing of a late bid, mailed by registered mail, may be determined by the date of the postmark on the registered mail receipt or registered mail wrapper. The time of mailing shall be deemed to be the last minute of the date shown in such postmark unless the bidder furnishes evidence from the post office station of mailing which establishes an earlier time. If the postmark does not show a date, the bid shall be deemed to have been mailed too late unless the bidder furnishes evidence from the post office of mailing which establishes timely mailing. (e) **Certified Mail:** The time of mailing a late bid; mailed by Certified Mail for which a postmarked Receipt for Certified Mail was obtained, shall be deemed to be the last minute of the date shown on the postmark on such receipt where: (i) the Receipt for Certified Mail identifies the post office station of mailing and the bidder furnishes evidence from such station that the business day of that station ended at an earlier time, in which case the time of mailing shall be deemed to be last minute of the business day of that station; or (ii) an entry in ink on

the Receipt of Certified Mail, showing the time of mailing and the initials of the postal employee receiving the item and making the entry, is appropriately verified in writing by the post office station of mailing in which case the time of mailing shall be the time shown in the entry. If the postmark does not show a date, the bid shall be deemed to have been mailed too late. (f) **Metered Mail:** Bids or modifications thereof transmitted in a metered envelope received after the time set for opening will be deemed to have been mailed on the last minute of the day indicated by the metered stamp unless in such event a bidder is able to submit clear and convincing proof as to the actual or approximate time of mailing. 5. IDENTIFICATION OF OFFER: Bidders shall show brand name, catalog number, model and so forth as applicable on bid form covering the product they are bidding on and propose to furnish. If not shown, it will be considered and understood to be that the make and model, shown in the Schedule, as a reference, will be supplied. 6. CASH DISCOUNT PROVISIONS: (a) Discounts offered for a period of less than 20 days will not be considered in making award. Bids offering discounts for payment within periods in excess of twenty (20) days will be evaluated for the purpose of award. (b) In connection with discounts offered, time will be completed from date of acceptance of the supplies by the Government. Provided, however, that the Government is not unreasonably nor unduly negligent in accepting shipment. 7. AWARD OF CONTRACT: (a) Unless all bids are rejected, award will be made by written notice, within the time specified for acceptance, to that responsible bidder whose bid, conforming to the Invitation for Bids, offers the most advantageous service to the Government, quality offered, delivery terms and service reputation taken into consideration. (b) The Government may award items separately or by grouping items in total lots. (c) The Government may, during the term of any contract entered into, increase or decrease the quantities but no such increase or decrease will exceed twenty-five (25%) per cent of the quantity bid upon. 8. REJECTION OF BIDS: The Government may, after opening but prior to award and within the time specified for acceptance, reject any or all bids, or the bid for any one or more commodities or contracted services included in the proposed contract, when the public interest will be served thereby. 9. PRICES: (a) All prices bid shall be firm and not subject to increase if accepted during the acceptance period. Bids containing an "escalation clause" will not be considered unless specifically authorized by the Government in the Invitation for Bids. (b) For each item bid, a unit price and a total for the quantity must be stated. The unit price shall always control. (c) All prices shall be F.O.B. (Free On Board) destination. The seller hereunder must at his own expense and risk, transport the goods to the named place and there tender delivery.

(CONTINUATION SHEET)

| Standard Form 86 November 1949 Edition General Services Administration Fed. Proc. Reg. (41 CFR) 1-16.107 36-104. Rev. 3-18-08 | | CONTINUATION SHEET SUPPLY CONTRACT | | Contract, Order, or Invitation No. (As Applicable) | | Page | |
|---|---|---------------------------------------|------|---|----------|------|--|
| | | | | IFB010DOET16(S) | | | |
| Item No. | Description of Item | QTY | UNIT | UNIT PRICE | AMOUNT | | |
| | CRACKERS/SNACKS: Individually wrapped; Meets Smart Snack Regulations | | | | | | |
| <u>11</u> | Chewy Big Bars; Peanut Butter; Chocolate Chip; 1.48oz Similar or approved equal to: Quakers Brand Name: _____ | 500 | Cs. | \$ _____ | \$ _____ | | |
| <u>12</u> | Popcorn; Kettle Corn; 1oz; Salt; Pure Sugar Cane; Gluten Free; Similar or approved equal to: Brand Name: _____ | 500 | Cs. | \$ _____ | \$ _____ | | |
| <u>13</u> | Crackers, Honey Graham; honey with fiber, individually packed, USDA 1 Bread/Grain Exchange-per serv. 150/Cs. Similar or approved equal to: KEEBLER, NABISCO, MJM Brand Name: _____ | 800 | Cs. | \$ _____ | \$ _____ | | |
| <u>14</u> | Crackers, Flavored whole grain Graham; individually packed, assorted flavors and shapes; 150/Cs. Each pkg. must provide 1.0 bread/grain credit. SFS to select flavors minimum of four Similar or approved equal to: MJM Brand Name: _____ | 800 | Cs. | \$ _____ | \$ _____ | | |
| <u>15</u> | Keebler Elf Graham with Calcium 150-3ct Similar or approved equal to: Keebler Brand Name: _____ | 700 | Cs. | \$ _____ | \$ _____ | | |
| <u>16</u> | Crunchmania Cinnamon Buns; 100 - 1.76oz individually packed Similar or approved equal to: Crunchmania Brand Name: _____ | 700 | Cs. | \$ _____ | \$ _____ | | |
| <u>17</u> | Crunchmania French Toast Similar or approved equal to: Crunchmania Brand Name: _____ | 700 | Cs. | \$ _____ | \$ _____ | | |
| <u>18</u> | Crackers; Cheez-It; Made with 12g Whole Grain 1oz Similar or approved equal to: Kellogg's or Cheez-Its Brand Name: _____ | 700 | Cs. | \$ _____ | \$ _____ | | |
| <u>19</u> | Cereal Bars, Rice Krispies; chewy cereal bars, individually wrapped. 1.27oz. Zero trans fats. Similar or approved equal to: Kellogg's Brand Name: _____ | 700 | Cs. | \$ _____ | \$ _____ | | |
| <u>20</u> | Rice; Brown Rice, brown, 25lbs. per case Similar or approved equal to: Uncle Bens Brand Name: _____ | 450 | Cs. | \$ _____ | \$ _____ | | |

Name of Bidder:

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| Item No. | Description of Item | QTY | UNIT | UNIT PRICE | AMOUNT | | |
| <u>21</u> | Macaroni Pasta, Elbow, No.1; 20 lbs./Cs. (100% Whole Wheat Semolina not more than 13% moisture). Similar or approved equal to: Lorosud Brand Name: _____ | 700 | Cs. | \$ _____ | \$ _____ | | |
| <u>22</u> | Macaroni, Whole Wheat: 20lbs./Cs., (100% whole wheat Semolina). Similar or approved equal to: De Cecco Brand Name: _____ | 750 | Cs. | \$ _____ | \$ _____ | | |
| <u>23</u> | Lasagna Noodles, Whole Wheat; 12/2lb. per case. Brand Name: _____ | 450 | Cs. | \$ _____ | \$ _____ | | |
| <u>24</u> | Spaghetti, Whole Wheat (Vermicelli), 20lb. box. (100% whole wheat Semolina). Similar or approved equal to: Lorosud Brand Name: _____ | 450 | Cs. | \$ _____ | \$ _____ | | |
| <u>25</u> | Spaghetti, Thin (Vermicelli), 20lb. box. (100% Semolina). Similar or approved equal to: Lorosud Brand Name: _____ | 450 | Cs. | \$ _____ | \$ _____ | | |
| <u>26</u> | Lo-Mein Noodles; Tossed with mixed vegetables and light soy sauce. 6/10 per Cs. Calories not to exceed 150, fat not to exceed 2 grams and sodium not to exceed 775 mg. per 5 oz. serv. Similar or approved equal to: Asian Food Solutions 78100 Brand Name: _____ | 120 | Cs. | \$ _____ | \$ _____ | | |
| <u>27</u> | Chow-Mein Noodles; Tossed with mixed vegetables and teriyaki sauce. 6/10 per Cs. Calories not to exceed 150, fat not to exceed 2 grams and sodium not to exceed 775 mg. per 5 oz. serv. Similar or approved equal to: Green Dragon # 22101 Brand Name: _____ | 120 | Cs. | \$ _____ | \$ _____ | | |
| <u>28</u> | Vegetable Fried Rice (Whole Grain Brown Rice); Tossed with mixed vegetables and lightly seasoned with soy sauce. 6/10 per Cs. Calories not to exceed 150, fat not to exceed 2 grams and sodium not to exceed 775 mg. per 5 oz. serv. Similar or approved equal to: Green Dragon # 78001 Brand Name: _____ | 120 | Cs. | \$ _____ | \$ _____ | | |
| <u>29</u> | Cream of Wheat, 12/28 oz. Bxs. per case. Similar or approved equal to: Quick, Nabisco Brand Name: _____ | 100 | Cs. | \$ _____ | \$ _____ | | |

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| Item No. | Description of Item | QTY | UNIT | UNIT PRICE | AMOUNT | |
| 42 | Granny Smith Apples - X Fancy Granny Smith, 88 ct /Cs. Brand Name: _____ | 1,000 | Cs. | \$ _____ | \$ _____ | |
| 43 | Gala Apples - ROYAL GALA, 113 Ct./Cs. Brand Name: _____ | 900 | Cs. | \$ _____ | \$ _____ | |
| 44 | Golden Delicious Apples - GOLD, 113 Ct./Cs. Brand Name: _____ | 900 | Cs. | \$ _____ | \$ _____ | |
| 45 | Grab Apples, Pre-Sliced Red Apples; 100/2oz. Pkgs., 13 lbs. per case. Similar or approved equal to: Champlain Valley Specialty of New York Brand Name: _____ | 800 | Cs. | \$ _____ | \$ _____ | |
| 46 | Diced Cinnamon Apples; 6/2lb. bags., 12 lbs. per case. Varieties - Empire, Gala. Dice size 1/2" - 5/8". Brand Name: _____ | 800 | Cs. | \$ _____ | \$ _____ | |
| 47 | Bananas - No.1 premium; breaking stage unless noted otherwise. Ripe by day after delivery. Petite bananas - green or turning. No evidence of bruising, 150 ct./Cs. | 300 | Cs. | \$ _____ | \$ _____ | |
| 48 | Oranges, 138CT, U.S. No. 1, firm and well-colored, no evidence of bruising. 138 count per-40lb.case. California, Arizona, Florida or Texas. Brand Name: _____ | 300 | Cs. | \$ _____ | \$ _____ | |
| 49 | Lettuce, Romaine; U.S. No. 1, Fancy, Firm fresh heads, even green with little or no signs of spotting, mushiness or other decay. Clean Appearance. Brand Name: _____ | 350 | Cs. | \$ _____ | \$ _____ | |
| 50 | Celery, Green; U.S. No. 1, Fancy, Firm fresh heads, even green with little or no signs of spotting, mushiness or other decay. Clean Appearance. Brand Name: _____ | 350 | Cs. | \$ _____ | \$ _____ | |
| 51 | Garlic White, 30lbs./Cs with little or no signs of spotting, mushiness or other decay. Clean Appearance. Brand Name: _____ | 300 | Cs. | \$ _____ | \$ _____ | |
| 52 | Onions, Jumbo, Yellow, 50lb sack with little or no signs of spotting, mushiness or other decay. Clean Appearance. Brand Name: _____ | 300 | Cs. | \$ _____ | \$ _____ | |
| 53 | Tomatoes, 5X6, 20lbs/Cs., U.S. No. 1, pink and firm with smooth skin, Minimum weight per tomato 4 oz. | 400 | Cs. | \$ _____ | \$ _____ | |

Name of Bidder:

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| Item No. | Description of Item | QTY | UNIT | UNIT PRICE | AMOUNT | |
| <u>54</u> | Red Peppers, U.S. No. 1, crispy texture, 5lb. | 400 | Cs. | \$ _____ | \$ _____ | |
| <u>55</u> | Green Peppers, U.S. No. 1, Fancy, crispy texture, 5lb., 25-30 per case. | 400 | Cs. | \$ _____ | \$ _____ | |
| <u>56</u> | Watermelon, 1 CT 27lbs. Avg., US #1, Firm, red, sweet | 900 | Ea. | \$ _____ | \$ _____ | |
| <u>57</u> | Cucumber, 24 Ct./Cs. K#55120 | 400 | Cs. | \$ _____ | \$ _____ | |
| <u>58</u> | Cabbage, Green, Shredded for coleslaw 4/5lb. bags per Cs. Brand Name: _____ | 400 | Cs. | \$ _____ | \$ _____ | |
| <u>59</u> | Coleslaw Mix w/ Shredded Carrots. 4/5lb. bags per Cs., U.S. No. 1, Vacuum packed, Shelf life 10 days. Brand Name: _____ | 400 | Cs. | \$ _____ | \$ _____ | |
| Vegetables - Frozen & Canned | | | | | | |
| For the purposes of this Bid Document, the definition for Grading is as follows: Grade A is defined as the USDA standards of Grade A in color, Grade A in Defects, and Grade A in Maturity. Grade B is defined as the USDA standards for Grade A in Color, Grade A in Defects, and Grade B in Maturity | | | | | | |
| <u>60</u> | Beans, Green; Grade B, uniform 1" cut, 2 to 6 sieve, round, lightly seeded varieties. 12/2lb. per case. Similar or approved equal to: Terragreen Brand Name: _____ | 1,950 | Cs. | \$ _____ | \$ _____ | |
| <u>61</u> | Broccoli Florets, IQF, medium broccoli florets, 3/4"-1 1/4", 12/2lb. per case. Similar or approved equal to: Asian Food Solutions Brand Name: _____ | 1,440 | Cs. | \$ _____ | \$ _____ | |
| <u>62</u> | Peas & Carrots, IQF, peas and diced carrots. 12/2lb. per case. Similar or approved equal to: Asian Food Solutions, Bonduelle Brand Name: _____ | 500 | Cs. | \$ _____ | \$ _____ | |
| <u>63</u> | Cali Blend - Carrot, Cauliflower and Broccoli, Grade A. 12/2lb. per case. Similar or approved equal to: Packer, Asian Food Solutions Brand Name: _____ | 480 | Cs. | \$ _____ | \$ _____ | |

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| Item No. | Description of Item | QTY | UNIT | UNIT PRICE | AMOUNT | | |
| 64 | Pea, Sweet; Must meet U.S. Grade B and comply with the U.S. Standards for Grades of Frozen Peas. Uniform size, sweet flavor, good color. 12/2lb. per case. Similar or approved equal to: Simplat, Packer, Lakeside, Valupak, Flavor Valley Brand Name: _____ | 400 | Cs. | \$ _____ | \$ _____ | | |
| 65 | Green Beans, French Style Frozen; Must meet U.S. Grade B and comply with the U.S. Standards for Grades of Frozen Green Beans, French Style. Uniform size, sweet flavor, good color. 12/2lb. per case. Similar or approved equal to: Simplat, Packer, Lakeside, Valupak, Flavor Valley Brand Name: _____ | 400 | Cs. | \$ _____ | \$ _____ | | |
| 66 | Peas, Blackeye; Must meet U.S. Grade B and comply with the U.S. Standards for Grades of Frozen Peas. Uniform size, and good color. 12/2lb. per case. Similar or approved equal to: Simplat, Packer, Lakeside, Valupak, Flavor Valley Brand Name: _____ | 400 | Cs. | \$ _____ | \$ _____ | | |
| 67 | Carrots, Sliced; Must meet U.S. Grade B and comply with the U.S. Standards for Grades of Frozen Carrots. Sliced not more than 3/8" thick and not over 1-1/2" diameter, uniform size, sweet flavor, good color. 12/2lb. per case. | 1,440 | Cs. | \$ _____ | \$ _____ | | |
| 68 | Carrots, Whole baby; Grade B, Must meet U.S. Grade B and comply with the U.S. Standards for Grades of Frozen Carrots. 12/2lb. per case. Similar or approved equal to: American Heritage | 1,440 | Cs. | \$ _____ | \$ _____ | | |
| 69 | Mixed Vegetables - Grade A, 12/2lb. per case. Brand Name: _____ | 500 | Cs. | \$ _____ | \$ _____ | | |
| 70 | Okra, Cut Frozen; Must meet U.S. Grade B and comply with the U.S. Standards for Grades of Frozen Okra. Uniform size, and good color. 12/3lb. per case. Similar or approved equal to: Simplat, Packer, Lakeside, Valupak, Flavor Valley | 500 | Cs. | \$ _____ | \$ _____ | | |
| 71 | Chopped Spinach - Grade A, 12/2lb. per case. Brand Name: _____ | 500 | Cs. | \$ _____ | \$ _____ | | |
| 72 | Corn on the Cob, Frozen; 96 Ct. per case. Brand Name: _____ | 400 | Cs. | \$ _____ | \$ _____ | | |
| 73 | Potato Wedge, Country style, skin on potato wedge, Frozen, Bake and serve. Total Fat not to exceed 4.5 grams, zero trans fats. Cut from whole potatoes not extruded. 1/2 cup serving must meet 1 fruit/vegetable CN equivalent. 6/5lb. | 1,000 | Cs. | \$ _____ | \$ _____ | | |

Name of Bidder:

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| Item No. | Description of Item | QTY | UNIT | UNIT PRICE | AMOUNT | |
| <u>74</u> | Potato Wedge, Sweet; deep groove cut fries extra long. Frozen, Bake and serve, 3.43 oz. serving meets 100% Vitamin A requirement and one Fruit/vegetable CN equivalent. Total fat not to exceed 6 grams, zero trans fats. | 1,250 | Cs. | \$ _____ | \$ _____ | |
| <u>75</u> | Plantains, Sweet, Sliced. Precooked, Frozen, heat and serve. 6/5lb. bags per case. Similar or approved equal to: Latin Fiesta Brand Name: _____ | 750 | Cs. | \$ _____ | \$ _____ | |
| <u>76</u> | Yucca, Peeled, Frozen, Ready to cook, not fried. 6/5lb. bags per case. Similar or approved equal to: Latin Fiesta Brand Name: _____ | 700 | Cs. | \$ _____ | \$ _____ | |
| <u>77</u> | Kidney Beans, US Grade B; plain pack; 6/#10 can per Cs. Similar or approved equal to: Allen or Hanover Brand Name: _____ | 800 | Cs. | \$ _____ | \$ _____ | |
| <u>78</u> | Vegetarian Beans, Seasoned, 6/#10 cans per case. Similar or approved equal to: Bush's or Hanover Brand Name: _____ | 800 | Cs. | \$ _____ | \$ _____ | |
| <u>79</u> | Whole Kernel Corn; Cut whole kernel, 6/#10 cans/Cs. Must meet U.S. Grade B and comply with the U.S. Standards for Grades of Frozen Whole Kernel Corn on the cob. Must be of reasonably good color. The kernels possess a reasonably uniform yellow color typical of tender sweet corn. The product is free from off-variety kernels. Similar or approved equal to: Terragreen Brand Name: _____ | 4,450 | Cs. | \$ _____ | \$ _____ | |
| <u>80</u> | Sliced Beets, 6/#10 cans per case. Brand Name: _____ | 2,250 | Cs. | \$ _____ | \$ _____ | |
| <u>81</u> | Diced Beets, 6/#10 cans per case. Brand Name: _____ | 450 | Cs. | \$ _____ | \$ _____ | |
| <u>82</u> | Spinach, chopped, 6/#10 cans per case. Similar or approved equal to: Paris Foods Brand Name: _____ | 450 | Cs. | \$ _____ | \$ _____ | |
| <u>83</u> | Cut Green Beans; Grade A or Fancy, 6/#10 cans per case. Brand Name: _____ | 2,250 | Cs. | \$ _____ | \$ _____ | |
| <u>84</u> | Potatoes White, Instant, Mashed. 6/#10 cans per case. Similar or approved equal to: Purchased Commercially, Trio Brand Name: _____ | 2,250 | Cs. | \$ _____ | \$ _____ | |

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| | | | | IFB010DOET16(S) | | |
| Item No. | Description of Item | QTY | UNIT | UNIT PRICE | AMOUNT | |
| <u>85</u> | Sweet Potato (Yams), Small round circles (bites). Bake and serve. 6/#10 cans per Cs. Each serving consists of 2.54 oz. by weight approximately 10 circles must equal 1/2 cup fruit/vegetable CN equivalent. Total fat not to exceed 6 grams and sodium not to exceed 100 mg, zero trans fats Brand Name: _____ | 2,250 | Cs. | \$ _____ | \$ _____ | |
| <u>86</u> | Potatoes Sweet, in Water. 6/#10 cn/cs Similar or approved equal to: Nugget Brand Name: _____ | 2,250 | Cs. | \$ _____ | \$ _____ | |
| <u>87</u> | Tomatoes; Concentrated, crushed all purpose. 6/#10 cans per case. Similar or approved equal to: Purchased Commercially, Red Gold RPKDX99 Brand Name: _____ | 2,250 | Cs. | \$ _____ | \$ _____ | |
| Condiments | | | | | | |
| <u>88</u> | Sauce, Worcestershire, 4/1 gal. bottle, 12 Ct. per Cs., Must be splittable. Similar or approved equal to: Lee and Perrins Brand Name: _____ | 250 | Cs. | \$ _____ | \$ _____ | |
| <u>89</u> | BBQ Sauce; Individual 1 oz. dunk cups. Sodium not to exceed 170 mg. Similar or approved equal to Brand Name: Purchased Commercially Red Gold Brand Name: _____ | 350 | Cs. | \$ _____ | \$ _____ | |
| <u>90</u> | Ketchup; individual, 9 grams, 6/#10 Cans/Cs. Similar or approved equal to: Purchased Commercially Red Gold Brand Name: _____ | 2,250 | Cs. | \$ _____ | \$ _____ | |
| <u>91</u> | Ketchup; individual dunk cups, 200 Ct. Similar or approved equal to: Purchased Commercially Red Gold Brand Name: _____ | 1,500 | Cs. | \$ _____ | \$ _____ | |
| <u>92</u> | Tomato Paste, 6/#10 Cans/Cs. Similar or approved equal to: Purchased Commercially Red Gold RPKHA99 Brand Name: _____ | 200 | Cs. | \$ _____ | \$ _____ | |
| <u>93</u> | Tomato Sauce, 6/#10 Cans/Cs. Similar or approved equal to: Purchased Commercially Red Gold RPKUA99 Brand Name: _____ | 200 | Cs. | \$ _____ | \$ _____ | |

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| Item No. | Description of Item | QTY | UNIT | UNIT PRICE | AMOUNT | |
| <u>94</u> | Sauce, Alfredo, Dried Mix; Parmesan and Cheddar Cheeses, Dry Milk 5 Gal Jars. Similar or approved equal to: Knorr, McCormick Brand Name: _____ | 250 | Cs. | \$ _____ | \$ _____ | |
| <u>95</u> | Spaghetti Sauce, Nutritionally enhanced containing 50% daily values of vitamins A and C. Contains less than 80 mg of sodium per 1/4 cup., 6/#10 Cans/Cs. Similar or approved equal to: Purchased Commercially Red Gold RPKMA9E | 250 | Cs. | \$ _____ | \$ _____ | |
| <u>96</u> | Sauce, BBQ, 4-1 Gal Bottles/Cs. Similar or approved equal to: Open Pit, Harris Brand Name: _____ | 1200 | Cs. | \$ _____ | \$ _____ | |
| <u>97</u> | Marinara Sauce, 6/#0 Cans. Similar or approved equal to: Del Monte Brand Name: _____ | 1200 | Cs. | \$ _____ | \$ _____ | |
| <u>98</u> | Marinara Sauce, 2 oz. individual dipping cups. 60 cups per case, all purpose marinara sauce. Similar or approved equal to: Purchased Commercially Red Gold REDNA2Z96 Brand Name: _____ | 250 | Cs. | \$ _____ | \$ _____ | |
| <u>99</u> | Mild Salsa, 4/138 oz., Thick and Chunky in plastic jugs. Similar or approved equal to: Purchased Commercially, Red Gold or REDSC98 Brand Name: _____ | 350 | Cs. | \$ _____ | \$ _____ | |
| <u>100</u> | Soy Sauce, Low Sodium; Reduced sodium. 4/1 gallon btl./Cs. Must be splittable. Similar or approved equal to: La Choy, Kikoman Brand Name: _____ | 250 | Cs. | \$ _____ | \$ _____ | |
| <u>101</u> | Low Sodium Soy Sauce; Reduced sodium. 4/1 gallon. Must be splittable. Similar or approved equal to: La Choy, Kikoman Brand Name: _____ | 400 | Cs. | \$ _____ | \$ _____ | |
| <u>102</u> | Vinegar White in 4-1 Gal. Plastic Bottles Only. 4/Cs Similar or approved equal to: Chef's Choice Brand Name: _____ | 350 | Cs. | \$ _____ | \$ _____ | |
| <u>103</u> | Lemon Juice in 1 Gal. Plastic Bottles Only. 4/Cs Similar or approved equal to: Real Lemon Brand Name: _____ | 350 | Cs. | \$ _____ | \$ _____ | |

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| Item No. | Description of Item | QTY | UNIT | UNIT PRICE | AMOUNT | |
| <u>104</u> | Chicken Base, Low Sodium; Chicken, 6/1 lb./case. First ingredient must be chicken, 30% or greater. Real roast chicken flavor with chicken particulates. 5 x 1 yield or greater. Minimum 6-month shelf life. Keep refrigerated. Must be splittable. Similar or approved equal to: Legout, Ventura Brand Name: _____ | 250 | Cs. | \$ _____ | \$ _____ | |
| <u>105</u> | Beef Base, Low Sodium; Beef, 6/1 lb /case. First ingredient must be beef, 25% or greater. Real roast beef flavor with deep brown color and visible beef particulates. 5 x 1 yield or greater. Minimum 6-month shelf life. Keep refrigerated. Must be splittable. | 250 | Cs. | \$ _____ | \$ _____ | |
| <u>106</u> | Vegetable Base, Low Sodium; 6/1 lb /case; Minimum 6-month shelf life. Keep refrigerated. Must be splittable. Similar or approved equal to: Minors Brand Name: _____ | 250 | Cs. | \$ _____ | \$ _____ | |
| <u>107</u> | Asst. Jelly, individual cups; assorted jellies; ½ oz., 200/case. Assorted jellies to include; mixed fruit, grape, and apple. Similar or approved equal to: Heinz, Hellmans, Kraft Brand Name: _____ | 1,000 | Cs. | \$ _____ | \$ _____ | |
| <u>108</u> | Pancake Syrup, 100/1 oz. dunk cups NOT pouch. 100 Ct. per case. Similar or approved equal to: Maderia Farms, House Recipe Brand Name: _____ | 300 | Cs. | \$ _____ | \$ _____ | |
| <u>109</u> | Poultry Seasoning, 12oz.-16oz. containers, cases must be splittable. Similar or approved equal to: McCormick Brand Name: _____ | 150 | Cs. | \$ _____ | \$ _____ | |
| <u>110</u> | Paprika, Ground, 16oz.-18 oz. containers, cases must be splittable. Similar or approved equal to: McCormick Brand Name: _____ | 150 | Cs. | \$ _____ | \$ _____ | |
| <u>111</u> | Parsley Flakes, 10oz.-16oz. containers, cases must be splittable. Similar or approved equal to: McCormick Brand Name: _____ | 150 | Cs. | \$ _____ | \$ _____ | |
| <u>112</u> | Garlic, Granulated, 26 oz. containers, cases must be splittable. Similar or approved equal to: McCormick Brand Name: _____ | 150 | Cs. | \$ _____ | \$ _____ | |
| <u>113</u> | Ground Nutmeg, 16oz.-18 oz. containers, cases must be splittable. Similar or approved equal to: McCormick Brand Name: _____ | 100 | Cs. | \$ _____ | \$ _____ | |

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| Item No. | Description of Item | QTY | UNIT | UNIT PRICE | AMOUNT | | |
| <u>114</u> | Cinnamon Stick; 16oz.-18 oz. containers, cases must be splittable. Similar or approved equal to: McCormick Brand Name: _____ | 100 | Cs. | \$ _____ | \$ _____ | | |
| <u>115</u> | Cinnamon, Ground; 16oz.-18 oz. containers, cases must be splittable. Similar or approved equal to: McCormick Brand Name: _____ | 70 | Cs. | \$ _____ | \$ _____ | | |
| <u>116</u> | Vanilla Extract, imitation, 32 oz. containers, cases must be splittable. Similar or approved equal to: Bakers Classic Brand Name: _____ | 70 | Cs. | \$ _____ | \$ _____ | | |
| <u>117</u> | Pepper, Black, Fine Ground; 16oz.- 18 oz. containers, cases must be splittable. Similar or approved equal to: McCormick Brand Name: _____ | 70 | Cs. | \$ _____ | \$ _____ | | |
| <u>118</u> | Basil, Whole Leaf; 16oz.- 20oz. containers, cases must be splittable. Similar or approved equal to: Arrezio Brand Name: _____ | 70 | Cs. | \$ _____ | \$ _____ | | |
| <u>119</u> | Onion Powder, Granulated; 16oz.- 18oz. containers, cases must be splittable. Similar or approved equal to: McCormick Brand Name: _____ | 100 | Cs. | \$ _____ | \$ _____ | | |
| <u>120</u> | Oregano Leaves; 1.5 lbs. containers, cases must be splittable. Similar or approved equal to: McCormick Brand Name: _____ | 70 | Cs. | \$ _____ | \$ _____ | | |
| <u>121</u> | Jerk, Caribbean Seasoning; 16oz.-18oz. containers, cases must be splittable. Similar or approved equal to: McCormick Brand Name: _____ | 70 | Cs. | \$ _____ | \$ _____ | | |
| <u>122</u> | Cumin, Ground; 12oz.-16oz. containers, cases must be splittable. Similar or approved equal to: McCormick Brand Name: _____ | 70 | Cs. | \$ _____ | \$ _____ | | |
| <u>123</u> | Chili Powder; 16oz.- 20oz. containers, cases must be splittable. Similar or approved equal to: McCormick Brand Name: _____ | 70 | Cs. | \$ _____ | \$ _____ | | |
| <u>124</u> | Salt; Iodized or plain, evaporated, 24/26 oz. bxs per Cs. Similar or approved equal to: Cargill Brand Name: _____ | 500 | Cs. | \$ _____ | \$ _____ | | |

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| Item No. | Description of Item | QTY | UNIT | UNIT PRICE | AMOUNT | | |
| 125 | Seasoned Salt; 35 oz. containers, cases must be splittable. Similar or approved equal to: McCormick Brand Name: _____ | 70 | Cs. | \$ _____ | \$ _____ | | |
| 126 | Oil, Soy Vegetable, 1-35 Gal. Similar or approved equal to: Nugget Brand Name: _____ | 350 | Cs. | \$ _____ | \$ _____ | | |
| 127 | Oil, Pure Vegetable; No Trans fats, 6/1-gallon plastic containers. Must be splittable. Similar or approved equal to: Ventura, Crisco, Mazola Brand Name: _____ | 250 | Cs. | \$ _____ | \$ _____ | | |
| 128 | Margarine; solids, 30/1 lb. prints per case. Zero trans fats. Similar or approved equal to: Ventura, Gold-N-Sweet 16840 Brand Name: _____ | 100 | Cs. | \$ _____ | \$ _____ | | |
| 129 | Pan/Food Spray; Butter flavored pan release and food spray, canola oil base, shelf stable 14 oz. aerosol can. Contains zero fat, trans fats, calories, cholesterol, carbohydrates, water, alcohol or artificial ingredients. Similar or approved equal to: Butter Buds, Buttermist | 100 | Cs. | \$ _____ | \$ _____ | | |
| Frozen Breakfast Groceries | | | | | | | |
| 130 | Waffles, flavored, Individually wrapped in heatable film. Must contain a minimum of 2 grams fiber and total fat not to exceed 35%, zero trans fat. Each serving must contain 2 bread/grain equivalents. Similar or approved equal to: Smuckers Brand Name: _____ | 500 | Cs. | \$ _____ | \$ _____ | | |
| 131 | French Toast, maple glazed, whole grain with a minimum of 3 grams fiber. 1 slice must provide 1 meat and 2 bread equivalents. Heat and serve. Similar or approved equal to: Purchased Commercially Michaels # 85818, SunnyFresh 40070 Brand Name: _____ | 750 | Cs. | \$ _____ | \$ _____ | | |
| 132 | Pancakes, Frozen; approximately 4", made with Ultra grain or Whole Wheat high fiber flour; ready to heat and serve. One pancake must meet (1) bread requirement. Similar or approved equal to: Aunt Jemima 43582 Brand Name: _____ | 500 | Cs. | \$ _____ | \$ _____ | | |
| 133 | Pancakes, Blueberry; Frozen; approximately 4", made from enriched flour; ready to serve. One pancake must meet (1) bread requirement and have at least (1) gm of dietary fiber. Similar or approved equal to: Krusteaz Brand Name: _____ | 500 | Cs. | \$ _____ | \$ _____ | | |

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| Item No. | Description of Item | QTY | UNIT | UNIT PRICE | AMOUNT | | |
| <u>134</u> | Pancakes, Sweet Potato; Bulk Total fat not to exceed 3 grams. Must contain a minimum of 4 grams fiber. One pancake provides 129% vitamin A. One 1.3 oz. pancake must meet 1 bread/grain equivalent. Zero trans fats. Similar or approved equal to: BakeCrafters 1480 Brand Name: _____ | 500 | Cs. | \$ _____ | \$ _____ | | |
| Soups | | | | | | | |
| <u>135</u> | Soup, Vegetable; Condensed; 12/50 oz. cans per case. Similar or approved equal to: Campbells, Heinz Brand Name: _____ | 250 | Cs. | \$ _____ | \$ _____ | | |
| <u>136</u> | Soup, Vegetable Vegetarian; Condensed; 12/50 oz. cans per case. Similar or approved equal to: Campbells, Heinz Brand Name: _____ | 250 | Cs. | \$ _____ | \$ _____ | | |
| <u>137</u> | Soup, Chicken Noodle; Condensed; Calcium Fortified, 12/50 oz. cans per case. Similar or approved equal to: Campbells, Heinz Brand Name: _____ | 250 | Cs. | \$ _____ | \$ _____ | | |
| <u>138</u> | Soup, Clam Chowder, Condensed; 12/50 oz. cans per case. Similar or approved equal to: Campbells, Heinz Brand Name: _____ | 250 | Cs. | \$ _____ | \$ _____ | | |
| Dairy | | | | | | | |
| <u>139</u> | American Cheese, Yellow; Reduced Fat Sliced. Calories per ounce must not exceed 80, total fat per ounce must not exceed 5 grams. Each ounce must equal 1 m/ma. 30lbs. per case. Brand Name: _____ | 600 | Cs. | \$ _____ | \$ _____ | | |
| <u>140</u> | Cheddar Cheese, Slice, 1 oz portion of mild cheddar cheese individually wrapped. Calories per ounce not to exceed 110, total fat per ounce not to exceed 9 grams. Sodium content must be less than 220 mg. Each 1 oz. portion must equal 1 m/ma. Brand Name: _____ | 600 | Cs. | \$ _____ | \$ _____ | | |
| <u>141</u> | Cheddar Cheese, Mild, Yellow, Shredded; Calories per 1/4 cup must not exceed 120, total fat per 1/4 cup must not exceed 10 grams, sodium must not exceed 200 mg. per serving. Each 1/4 cup portion must equal 1m/ma. 30lb./Cs. Brand Name: _____ | 600 | Cs. | \$ _____ | \$ _____ | | |
| <u>142</u> | Mozarella Cheese, Shredded; part skim low moisture. Calories not to exceed 90 per one ounce serving total fat not to exceed 6 grams. Sodium content must be less than 160 mg. Each 1 oz. portion must equal 1 m/ma. | 500 | Cs. | \$ _____ | \$ _____ | | |

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| Item No. | Description of Item | QTY | UNIT | UNIT PRICE | AMOUNT | | |
| <u>143</u> | Cream Cheese, Individual, 1 oz. portion in squeezable pouch. Similar or approved equal to: Block and Barrel Brand Name: _____ | 800 | Cs. | \$ _____ | \$ _____ | | |
| <u>144</u> | Yogurt; 4 oz., 48/pk; Grade A, Assorted flavors yogurt cup. Non-fat, sweetened with natural sugar, no artificial flavoring or coloring. Must contain real fruit. No gelatin added. This product shall only be purchased on demand. The Child Nutrition Depts. of St Croix reserve the right to purchase or not to purchase this product. Food Service reserves the right to add additional flavors at the same cost. Similar or approved equal to: Upstate Farms #09615, Yoplait, Trix Brand Name: _____ | 1,350 | Cs. | \$ _____ | \$ _____ | | |
| <u>145</u> | Eggs, Fresh Brand Name: _____ | 250 | Cs. | \$ _____ | \$ _____ | | |
| <u>146</u> | Egg, Liquid, Scrambled; Frozen, Pasteurized whole egg with non-fat milk. Sodium not to exceed 50 mg. per serv. Each 1 oz. serving to meet 1 meat/meat alternate equivalent. Citric acid added to preserve color. 6/5lb./Cs. | 750 | Cs. | \$ _____ | \$ _____ | | |
| <u>147</u> | Evaporated Milk, 12oz. Cans. Similar or approved equal to: Carnation Brand Name: _____ | 150 | Cs. | \$ _____ | \$ _____ | | |
| <u>148</u> | Milk, Lactose Free Brand Name: _____ | 100 | Cs. | \$ _____ | \$ _____ | | |
| <u>149</u> | Milk, Soy; Vanilla, 8 oz. aseptic container. Total fat not to exceed 5 grams per container. Must contain 350 mg. potassium, 1 gram fiber, 8 grams protein, 10% vitamin A, 30% calcium, 8% iron, 25% vitamin D, 25% riboflavin, 6% folate, 20% vitamin B 12, 25% phosphorus, 10% magnesium, 4% zinc, and 8% selenium. Brand Name: _____ | 100 | Cs. | \$ _____ | \$ _____ | | |
| <u>150</u> | Milk, UHT Low Fat, 32oz. Containers. Similar or approved equal to: Parmelot Brand Name: _____ | 4,000 | Cs. | \$ _____ | \$ _____ | | |
| <u>151</u> | Milk, White; Pasteurized Fluid 8 oz., Low-Fat (1%) Brand Name: _____ | 2,860 | Cs. | \$ _____ | \$ _____ | | |
| <u>152</u> | Milk, Strawberry; Pasteurized Fluid 8 oz., Low-Fat (1%) Brand Name: _____ | 720 | Cs. | \$ _____ | \$ _____ | | |
| <u>153</u> | Milk, Chocolate; Pasteurized Fluid 8 oz., Low-Fat (1%) Brand Name: _____ | 300 | Cs. | \$ _____ | \$ _____ | | |
| <u>154</u> | Milk, Banana; Pasteurized Fluid 8 oz., Low-Fat (1%) Brand Name: _____ | 750 | Cs. | \$ _____ | \$ _____ | | |

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| 155 | Milk, White; Pasteurized Fluid 8 oz., Fat Free Brand Name: _____ | 2,880 | Cs. | \$ _____ | \$ _____ | |
| 156 | Milk, Strawberry; Pasteurized Fluid 8 oz., Fat Free Brand Name: _____ | 720 | Cs. | \$ _____ | \$ _____ | |
| 157 | Milk, Chocolate; Pasteurized Fluid 8 oz., Fat Free Brand Name: _____ | 300 | Cs. | \$ _____ | \$ _____ | |
| 158 | Milk, Banana; Pasteurized Fluid 8 oz., Fat Free Brand Name: _____ | 750 | Cs. | \$ _____ | \$ _____ | |
| 159 | Milk, Flavored; Strawberry Fat Free, shelf stable, 8 oz. Brand Name: _____ | 200 | Cs. | \$ _____ | \$ _____ | |
| 160 | Milk, Flavored; Chocolate Fat Free, shelf stable, 8 oz. Brand Name: _____ | 200 | Cs. | \$ _____ | \$ _____ | |
| 161 | Milk, Flavored; Banana Fat Free, shelf stable, 8 oz. Brand Name: _____ | 200 | Cs. | \$ _____ | \$ _____ | |
| 162 | Milk, White; Low-Fat (1%), shelf stable, 8 oz. Brand Name: _____ | 200 | Cs. | \$ _____ | \$ _____ | |
| 163 | Milk, White; Low-Fat (1%), 64 oz. Box. REFRIGERATED ONLY. Brand Name: _____ | 200 | Cs. | \$ _____ | \$ _____ | |
| 164 | Milk, White, Fat Free, 64 oz. Box. REFRIGERATED ONLY. Brand Name: _____ | 200 | Cs. | \$ _____ | \$ _____ | |
| 165 | Milk, White; Low-Fat (1%), 32 oz. Box. REFRIGERATED ONLY. Brand Name: _____ | 200 | Cs. | \$ _____ | \$ _____ | |
| 166 | Milk, White; Fat Free, 32 oz. Box. REFRIGERATED ONLY. Brand Name: _____ | 200 | Cs. | \$ _____ | \$ _____ | |
| Juice | | | | | | |
| 167 | Apple Fruit Juice, 100%, 4oz. Brand Name: _____ | 1,440 | Cs. | \$ _____ | \$ _____ | |
| 168 | Orange Fruit Juice, 100%, 4oz. Brand Name: _____ | 960 | Cs. | \$ _____ | \$ _____ | |
| 169 | Grape Fruit Juice, 100%, 4oz. Brand Name: _____ | 960 | Cs. | \$ _____ | \$ _____ | |

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| Item No. | Description of Item | QTY | UNIT | UNIT PRICE | AMOUNT | | |
| 170 | Orange Pineapple Fruit Juice, 100%, 4oz. Brand Name: _____ | 960 | Cs. | \$ _____ | \$ _____ | | |
| 171 | Healthy Fruit Chillers, 4oz & 8oz drinks, Flavor- Mango and Orange, made with 100% fruit juice, no artificial coloring, no sugar or high fructose corn syrup added and 100% Gluten Free. Each 8 oz serving must equal 1/2 cup of fruit . Each 4 oz serving must equal 1/4 cup fruit Brand Name: _____ | 360 | cs | | | | |
| 172 | Apple Juice, 100%, 8oz. Brand Name: _____ | 1,440 | Cs. | \$ _____ | \$ _____ | | |
| 173 | Orange Juice, 100% Juice, 8oz. Brand Name: _____ | 300 | Cs. | \$ _____ | \$ _____ | | |
| 174 | Grape Juice, 100% Juice, 8oz. Brand Name: _____ | 960 | Cs. | \$ _____ | \$ _____ | | |
| 175 | Orange Pineapple Juice, 100% Juice, 8oz. Brand Name: _____ | 300 | Cs. | \$ _____ | \$ _____ | | |
| Meat - Poultry | | | | | | | |
| 176 | Beef, Meatball, .5 Ounces, 10lb. bags per Cs., CN label, Fully cooked. Each portion to contain a maximum of 65% Calories/total fat, 25% Calories/Saturated Fat. Serving must meet 2 M/MA equivalent. 320 pieces per case. Similar or approved equal to: Purchased Commercially JTM 5046CE, Pierre 9373 Brand Name: _____ | 600 | Cs. | \$ _____ | \$ _____ | | |
| 177 | Beef Diced, 1" Thick Boneless, 10lb Bags, 40lb/Cs Similar or approved equal to: Choice Brand Name: _____ | 30,000 | Lbs | \$ _____ | \$ _____ | | |
| 178 | Ground Beef Raw, Domestic beef, 18 to 20% fat. IMPS 136. No variety meats, fillers, LFTB, AMR, extenders, non-fat milk solids, or cereal allowed. Meat must not show evidence of greening, streaking, or other discoloration. Four poly wrapped tubes weighing 10 lb. each. Certified by U.S.D.A. Meat Grading and Certification Branch. Bidder must state brand and packer. 40 pound case | 500 | Cs | \$ _____ | \$ _____ | | |
| 179 | Beef Patties; CN, Made from beef. May contain soy. Each portion to contain a maximum of 60% Calories total fat, 28% calories saturated fat. Maximum sodium per pattie 250 mg. Patties are to have a home-made or hand made appearance. Patties are to be fully cooked. Each pattie must provide a 2 oz. M/MA equivalent. 100 per case. Similar or approved equal to: Purchased Commercially JTM 5682 CE Brand Name: _____ | 650 | Cs. | \$ _____ | \$ _____ | | |

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| Item No. | Description of Item | QTY | UNIT | UNIT PRICE | AMOUNT | | |
| <u>180</u> | Beef Patties; CN 1.15 oz., fully cooked. Each portion to contain a maximum of 60% total fat, 25% from saturated fat. Each patty must provide 1 oz. M/MA. Similar or approved equal to: Purchased Commercially JTM 5669CE Brand Name: _____ | 200 | Cs. | \$ _____ | \$ _____ | | |
| <u>181</u> | Burger, Black Bean; Spicy black bean patty with southwestern flavor, made from black beans, whole kernel corn, tomatoes and mild green chili peppers. Must contain a minimum 6 grams fiber and 15 grams protein. Portion must meet 1.5 meat/meat alternative. Similar or approved equal to: Morningstar Farms 28989-97765 Brand Name: _____ | 200 | Cs. | \$ _____ | \$ _____ | | |
| <u>182</u> | Burger, Veggie; 48 Ct. per case. Similar or approved equal to: Morningstar Farms Brand Name: _____ | 200 | Cs. | \$ _____ | \$ _____ | | |
| <u>183</u> | Vegetarian Chicken Nuggets; 8 Box/Cs. Similar or approved equal to: Morningstar Farms Brand Name: _____ | 200 | Cs. | \$ _____ | \$ _____ | | |
| <u>184</u> | Vegetarian Breakfast Patties, 2 oz ; 106 Ct. per case. Brand Name: _____ | 300 | Cs. | \$ _____ | \$ _____ | | |
| <u>185</u> | Turkey, Ground CN, Fully cooked seasoned Taco Meat, Made with white and dark meat. Fat not to exceed 40% & maximum sodium per serving. Pasteurized, Frozen, boil in bag, 2oz. equals 2 Meat/Meat alternate. 2/10lb. per Cs. Similar or approved equal to: Purchased Commercially, Jennie-O 2856-28 Brand Name: _____ | 500 | Cs. | \$ _____ | \$ _____ | | |
| <u>186</u> | Turkey, Ground RAW ; Made from U.S.D.A. Grade A turkey. Domestic turkey ground using breast and dark meat with <5% fat. Four poly wrapped tubes weighing 10 lb. each. Certified by U.S.D.A. Grade A Meat Grading and Certification Branch. Bidder must state brand and packer. Must comply with USDA procurement standards. 40 pound case | | | | | | |
| <u>187</u> | Turkey, Burger; pre-cooked 2.22 oz. burgers packed in ovenable mylar sleeves. Fat not to exceed 8 grams and sodium not to exceed 350 mg. Each serving must equal 2 Meat/Meat Alternate. Similar or approved equal to: Purchased Commercially, Jennie-O 6134 Brand Name: _____ | 300 | Cs. | \$ _____ | \$ _____ | | |

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| Item No. | Description of Item | QTY | UNIT | UNIT PRICE | AMOUNT | | |
| <u>188</u> | Turkey Sausage Patties; Fully Cooked and Seasoned, "Country Style", 1.025 oz. portion, Heat and Serve, IQF, Layer pack, Maximum of 1.1g Saturated Fat per serving. Similar or approved equal to: Purchased Commercially, Jennie-O 6132 Brand Name: _____ | 300 | Cs. | \$ _____ | \$ _____ | | |
| <u>189</u> | Pork Sausage Patties; CN 1 patty must provide 1 oz. meat/meat/alternate. Calories not to exceed 125 and sodium not to exceed 325 mg. per serving. Similar or approved equal to: Purchased Commercially JTM 5674CE Brand Name: _____ | 300 | Cs. | \$ _____ | \$ _____ | | |
| <u>190</u> | Chicken, Roasted 8 Cut; CN, Fully cooked, seasoned roasted chicken portion, 8-way-cut style. Each portion to contain a maximum of 55% Calories/total fat, 17% Calories/Saturated Fat and maximum of 375 mg Sodium. IQF. Golden browned. Similar or approved equal to: Purchased Commercially, Gold Kist Inc. #8820, Tyson 3931-328 Brand Name: _____ | 600 | Cs. | \$ _____ | \$ _____ | | |
| <u>191</u> | Turkey Roast, Boneless, Ready to Cook, Frozen; light and dark meat 4 8-12lbs per case Brand Name: _____ | 500 | Cs. | \$ _____ | \$ _____ | | |
| <u>192</u> | Turkey Breast, Reduced sodium, pre-sliced in .7 oz. slices in 1 lb. cryovac package, thaw and serve. Sodium not to exceed 475 mg. 3.17 oz. serving equals 2 M/MA. Brand Name: _____ | 500 | Cs. | \$ _____ | \$ _____ | | |
| <u>193</u> | Turkey ham, pre-sliced in .5 oz. slices in 1 lb. cryovac package, thaw and serve, no additives. 3.45 oz. serving equals 2 Meat/Meat alternate. Similar or approved equal to: Purchased Commercially, Jennie-O #2565 Brand Name: _____ | 500 | Cs. | \$ _____ | \$ _____ | | |
| <u>194</u> | Chicken Tenders; CN, Breaded, Fully Cooked, Home-style breading, 3-D Shape. Chicken breast with rib meat. Each portion to contain a maximum of 40% Calories/total fat, 10% Calories/Saturated Fat and maximum of 500 mg Sodium. May contain Soy Protein. 3 pieces equal 2 Meat/ Meat alternate and 1 Bread. 10lb. per case. Similar or approved equal to: Proview 46010 Brand Name: _____ | 1,000 | Cs. | \$ _____ | \$ _____ | | |

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| <u>195</u> | Chicken, Popcorn, CN, Chicken Pattie Popcorn Style. Chicken breast with rib meat. Each portion to contain a maximum of 40% Calories/total fat, 10% Calories/Saturated Fat and maximum of 450 mg Sodium. Fully Cooked, Heat and serve, Portion size to equal 2 Meat/meat alternate and 1 bread equivalent must be a minimum of 10 pieces per serving. Child friendly serving and portioning containers must be incl. in each case. Similar or approved equal to: Proview 43010 Brand Name: _____ | 750 | Cs. | \$ _____ | \$ _____ | | |
| <u>196</u> | Chicken; 2.5 oz. formed fully cooked grilled chicken breast patty with rib meat. Total fat not to exceed 50% and sodium not to exceed 500 mg per serving. Each patty equivalent to 2 meat/meat alternate and 1 bread/grain CN. Similar or approved equal to: Proview 55000 Brand Name: _____ | 500 | Cs. | \$ _____ | \$ _____ | | |
| <u>197</u> | Chicken Fajita Meat-Thigh Meat; Fully cooked grilled lightly seasoned boneless skinless thigh meat chicken strips. Total fat not to exceed 15 grams per serving. Each serving must equal 2 meat/meat alternate equivalents. Similar or approved equal to: Purchased Commercially, Goldkist 6364 Brand Name: _____ | 600 | Cs. | \$ _____ | \$ _____ | | |
| <u>198</u> | Chicken Fajita Meat-White and Dark; Fully cooked grilled white and dark lightly seasoned boneless skinless chicken strips. Total fat not to exceed 10 grams per serving. Each serving must equal 2 meat/meat alternate equivalents. Like product to A. Similar or approved equal to: Purchased Commercially, Goldkist 1325 Brand Name: _____ | 600 | Cs. | \$ _____ | \$ _____ | | |
| <u>199</u> | Chicken Nuggets; Made from U.S. Grade A chicken fully cooked formed breaded chicken bites. Breading must be made with > 51 % whole grain flour, lightly breaded, and breading must not exceed 30% of finished weight. IQF and bulk packed. Each serving must equal 2 meat/meat alternate equivalents. 2-5lb Bag/Cs Similar or approved equal to: Tyson Brand Name: _____ | 2000 | Cs. | \$ _____ | \$ _____ | | |
| <u>200</u> | Chicken Drumsticks, 30-40 lbs/Cs. Total fat not to exceed 10 grams per serving. Made from U.S.D.A. Grade A chicken. Raw chicken drumstick IQF. Must comply with USDA procurement standards. Each serving must equal 2 meat/meat alternate equivalents. Similar or approved equal to: Tyson Brand Name: _____ | 80,000 | LBS. | \$ _____ | \$ _____ | | |

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| <u>201</u> | Fish Portion; reduced fat precooked 3.6 Pollock portion. Total fat not to exceed 30% and sodium not to exceed 150 mg. Each portion provides 2 oz. equivalent meat/meat alternative and 1 bread/grain serving. Similar or approved equal to: Purchased Commercially, Good Harbor 74101 Brand Name: _____ | 500 | Cs. | \$ _____ | \$ _____ | | |
| <u>202</u> | Fish Strip; precooked Southern Style breaded Pollock strips, 1.5 oz., Total fat not to exceed 37% and sodium not to exceed 300 mg. per serving. Each portion of 3 strips provide 2 meat/meat alternative and 1.75 bread servings. Similar or approved equal to: Purchased Commercially, Good Harbor 74104 Brand Name: _____ | 500 | Cs. | \$ _____ | \$ _____ | | |
| <u>203</u> | Fish Sticks; Pre-cooked Alaskan Pollock. Each stick shall be coated in a crunchy potato stick coating. Three or four sticks must provide 2 oz. meat/meat alternate and a minimum of 1.25 bread/grain serving. Must be CN labeled. Similar or approved equal to: Samband 23319, Viking 06-591 Brand Name: _____ | 500 | Cs. | \$ _____ | \$ _____ | | |
| <u>204</u> | Filet of Flounder. Individual 4 oz Each portion provides 2 oz. equivalent meat/meat alternative Similar or approved equal to: Nugget, Pacific Coast Brand Name: _____ | 2000 | Cs | \$ _____ | \$ _____ | | |
| <u>205</u> | Salmon, Pink in Water, 6-66.5 oz Cans/Cs Similar or approved equal to: Sea Royal Brand Name: _____ | 1000 | Cs | \$ _____ | \$ _____ | | |
| <u>206</u> | Fish, Tuna in Water, 6-66.5 oz Cans/Cs Similar or approved equal to: Sea Royal Brand Name: _____ | 1000 | Cs | \$ _____ | \$ _____ | | |
| <u>207</u> | Tofu Similar or approved equal to: Brand Name: _____ | 1000 | Cs | \$ _____ | \$ _____ | | |
| Frozen Entrée | | | | | | | |
| <u>208</u> | Chicken, Cooked with Creole Sauce; Breast, 2/10lb. bags, Thighs 1/10 lb. bags (30lb. Cs.) Each serving equals 2 meat/meat alternate. Total fat less than 40% and sodium less than 475 mg. per serving. Similar or approved equal to: Caribbean Chef PS01030 Brand Name: _____ | 500 | Cs. | \$ _____ | \$ _____ | | |

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| Item No. | Description of Item | QTY | UNIT | UNIT PRICE | AMOUNT | | |
| <u>209</u> | Chicken, Cooked with Sweet & Sour Sauce; Breast 2/10 lb. bags, Thighs 1/10 lb. bags (30lb. Cs.) Each serving equals 2 meat/meat alternate. Total fat less than 40% and sodium less than 475 mg. per serving. Similar or approved equal to: Caribbean Chef PS01040 Brand Name: _____ | 500 | Cs. | \$ _____ | \$ _____ | | |
| <u>210</u> | Chicken, Cooked with BBQ Sauce; Breast 2/10 lb. bags, Thighs 1/10 lb. bags (30lb. Cs.) Each serving equals 2 meat/meat alternate. Total fat less than 40% and sodium lessc 475 mg. per serving. Similar or approved equal to: Caribbean Chef PS01050 Brand Name: _____ | 500 | Cs. | \$ _____ | \$ _____ | | |
| <u>211</u> | Chicken Parts, Seasoned; 3/10lb. bags (35 pieces/bag) (30lb. Cs.) Each serving equals 2 meat/meat alternate. Total fat less than 40% and sodium less than 475 mg. per serving. Similar or approved equal to: Caribbean Chef PS01051 Brand Name: _____ | 500 | Cs. | \$ _____ | \$ _____ | | |
| <u>212</u> | Poultry Roll (Logs), Fully Cooked; 4 (3.5" diameter)/6lb. Packages, (24lb. Cs.) Each serving equals 2 meat/meat alternate. Total fat less than 40% and sodium less than 475 mg. per serving. Similar or approved equal to: Caribbean Chef PS01080 Brand Name: _____ | 500 | Cs. | \$ _____ | \$ _____ | | |
| <u>213</u> | Meatballs, Cooked with Creole Sauce; 5/5.35lb. Bags (26.75 lb. Cs.) Each serving equals 2 meat/meat alternate. Total fat less than 40% and sodium less than 475 mg. per serving. Similar or approved equal to: Caribbean Chef PS01110 Brand Name: _____ | 500 | Cs. | \$ _____ | \$ _____ | | |
| <u>214</u> | Grilled Cheese Sandwich; 48 servings. Must provide 2 oz(s) equivalent meat/meat alternate and 2 servings of bread/bread alternate. Portion to provide a minimum of 290 calories with no more than 18 fat grams. Must contain a minimum of 2 grams of fiber and less than 950 milligrams sodium. 48 packs per case. CN Label required. Similar or approved equal to: Tony's® 55224 Brand Name: _____ | 500 | Cs. | \$ _____ | \$ _____ | | |
| <u>215</u> | Breakfast Pizza Bacon Scramble with Pan Mates®; must provide 1 oz(s) equivalent meat/meat alternate and 1 1/2 servings of bread/bread alternate. Portion to provide a minimum of 200 calories with no more than 13 fat grams. Must contain less than 550 milligrams sodium. 128/Cs. CN Label required. Similar or approved equal to: Tony's® 63564 Brand Name: _____ | 500 | Cs. | \$ _____ | \$ _____ | | |

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| <u>216</u> | Orange Chicken Stir Fry Kit; 142 servings. Must provide 2 oz(s) equivalent meat/meat alternate and 1 servings of bread/bread alternate. Portion to provide a minimum of 180 calories with no more than 10 fat grams. Must contain less than 320 milligrams sodium. 10/Cs. CN Label required. Similar or approved equal to: Minh@ 69066 Brand Name: _____ | 500 | Cs. | \$ _____ | \$ _____ | | |
| <u>217</u> | Sweet and Sour Chicken Stir Fry Kit; 142 servings. Must provide 2 oz(s) equivalent meat/meat alternate and 1 servings of bread/bread alternate. Portion to provide a minimum of 180 calories with no more than 10 fat grams. Must contain less than 320 milligrams sodium. 10/Cs. CN Label required. Similar or approved equal to: Minh@ 69063 Brand Name: _____ | 500 | Cs. | \$ _____ | \$ _____ | | |
| <u>218</u> | Vegetable Egg Roll, Whole Grain; must provide 1 oz(s) equivalent meat/meat alternate, 1 1/4 servings of bread/ bread alternate, and 1/4 cup vegetable. Portion to provide a minimum of 130 calories with no more than 7 fat grams. Must contain a minimum of 2 grams of fiber and less than 500 milligrams sodium. 60 per case. CN Label required. Similar or approved equal to: Minh@ 69461, Green Dragon Brand Name: _____ | 1000 | Cs. | \$ _____ | \$ _____ | | |
| <u>219</u> | Chicken Egg Roll, Whole Grain; must provide 1 oz(s) equivalent meat/meat alternate, 1 1/4 servings of bread/ bread alternate, and 1/4 cup vegetable. Portion to provide a minimum of 130 calories with no more than 7 fat grams. Must contain a minimum of 2 grams of fiber and less than 500 milligrams sodium. 60 per case. CN Label required. Similar or approved equal to: Minh@ 69461 Brand Name: _____ | 500 | Cs. | \$ _____ | \$ _____ | | |
| <u>220</u> | Cheese Sticks; Mozzarella; with Whole Wheat Breading 78 servings per case CN Label required. Similar or approved equal to: Today's Choice Brand Name: _____ | 500 | Cs. | \$ _____ | \$ _____ | | |
| <u>221</u> | Patty; Black Bean Empanada with Whole Grain Crust; Bake; 8-2.5lbs 80 servings per case. 20lbs/cs CN Label required. Similar or approved equal to: Giorgio Brand Name: _____ | 500 | Cs. | \$ _____ | \$ _____ | | |

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| Item No. | Description of Item | QTY | UNIT | UNIT PRICE | AMOUNT | | |
| <u>222</u> | Pizza, Cheese; Whole, 16" Rolled Edge Cheese Pizza. 90 servings. 51% whole grain must provide 2 oz(s) equivalent meat/meat alternate, 3 servings of bread/ bread alternate, and 1/8 cup vegetable. Portion to provide a minimum of 360 calories with no more than 19 fat grams. Must contain a minimum of 3 grams of fiber and less than 830 milligrams sodium. 9 per case. CN Label required. Similar or approved equal to: Big Daddy's(TM) 78985 Brand Name: _____ | 700 | Cs. | \$ _____ | \$ _____ | | |
| <u>223</u> | Pizza, Pepperoni; Whole, 16" Rolled Edge Cheese Pizza. 96 servings. 51% whole grain must provide 2 oz(s) equivalent meat/meat alternate, 3 servings of bread/ bread alternate, and 1/8 cup vegetable. Portion to provide a minimum of 360 calories with no more than 19 fat grams. Must contain a minimum of 3 grams of fiber and less than 830 milligrams sodium. 9 per case. CN Label required. Similar or approved equal to: Big Daddy's(TM) 78985 Brand Name: _____ | 700 | Cs. | \$ _____ | \$ _____ | | |
| <u>224</u> | Pizza, 5" with Wheat Crust, Mozzarella Cheese; Bake; 72 servings per case; CN Label required. Similar or approved equal to: Today's Choice Brand Name: _____ | 700 | Cs. | \$ _____ | \$ _____ | | |
| <u>225</u> | Pizza, 5" Rojo Fiesta, Wheat Crust, Mozzarella Cheese, Bake, 72 servings per case; CN Label required. Similar or approved equal to: Today's Choice Brand Name: _____ | 700 | Cs. | \$ _____ | \$ _____ | | |
| <u>226</u> | 7" Wedge slice, Whole Grain Cheese Pizza 50/50; must provide 2 oz(s) equivalent meat/meat alternate, 2 servings of bread/bread alternate, and 1/8 cup vegetable. Portion to provide a minimum of 270 calories with no more than 13 fat grams. Must contain a minimum of 3 grams of fiber and less than 680 milligrams sodium. 96 pkgs. per Cs. CN Label required. Similar or approved equal to: Tony's® 73158 Brand Name: _____ | 1,000 | Cs. | \$ _____ | \$ _____ | | |
| <u>227</u> | 7" Wedge slice, Whole Grain Pepperoni Pizza 50/50; must provide 2 oz(s) equivalent meat/meat alternate, 2 servings of bread/bread alternate, and 1/8 cup vegetable. Portion to provide a minimum of 270 calories with no more than 13 fat grams. Must contain a minimum of 3 grams of fiber and less than 680 milligrams sodium. 96 per case. CN Label required. Similar or approved equal to: Tony's® 73159 Brand Name: _____ | 1,000 | Cs. | \$ _____ | \$ _____ | | |

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| Item No. | Description of Item | QTY | UNIT | UNIT PRICE | AMOUNT | | |
| <u>228</u> | 7" Wedge slice, Whole Grain Cheese Stuff Crust Pizza 50/50; must provide 2 oz(s) equivalent meat/meat alternate, 2 servings of bread/bread alternate, and 1/8 cup vegetable. Portion to provide a minimum of 270 calories with no more than 13 fat grams. Must contain a minimum of 3 grams of fiber and less than 680 milligrams sodium. 96 pkgs. per Cs. CN Label required. Similar or approved equal to: Tony's® 73158 Brand Name: _____ | 1,000 | Cs. | \$ _____ | \$ _____ | | |
| <u>229</u> | Whole Grain 4x6 Cheese Pizza, 50/50, must provide 2 oz(s) equivalent meat/meat alternate, 2 servings of bread/ bread alternate, and 1/8 cup vegetable. Portion to provide a minimum of 270 calories with no more than 13 fat grams. Must contain a minimum of 3 grams of fiber and less than 680 milligrams sodium. 96 per case. CN Label required. Similar or approved equal to: Tony's® 78673 . Brand Name: _____ | 1,000 | Cs. | \$ _____ | \$ _____ | | |
| <u>230</u> | Cheese Stuffed Sticks, made with 51% Whole Grain; must provide 2 oz(s) equivalent meat/meat alternate and 2 servings of bread/bread alternate. Portion to provide a minimum of 290 calories with no more than 16 fat grams. Must contain a minimum of 2 grams of fiber and less than 710 milligrams sodium. 200 per case. CN Label required. Similar or approved equal to: Big Daddys® 68765 . Brand Name: _____ | 1,000 | Cs. | \$ _____ | \$ _____ | | |
| <u>231</u> | Cheese Quesadilla, made with 51% Whole Grain; must provide 2 oz(s) equivalent meat/meat alternate and 2 servings of bread/ bread alternate. Portion to provide a minimum of 250 calories with no more than 9 fat grams. Must contain a minimum of 2 grams of fiber and less than 550 milligrams sodium. 96 per case. CN Label required. Similar or approved equal to: Coyote Grill® 78372 Brand Name: _____ | 1,000 | Cs. | \$ _____ | \$ _____ | | |
| <u>232</u> | Chicken and Cheese Quesadilla, made with 51% Whole Grain; must provide 2 oz(s) equivalent meat/meat alternate and 2 servings of bread/bread alternate. Portion to provide a minimum of 250 calories with no more than 9 fat grams. Must contain a minimum of 2 grams of fiber and less than 550 milligrams sodium. 96 per case. CN Label required. Similar or approved equal to: Coyote Grill® 78373 Brand Name: _____ | 1,000 | Cs. | \$ _____ | \$ _____ | | |

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| <u>233</u> | Tangerine Chicken ; 176 servings. Whole grain battered chicken chunk tossed with a sweet and tangy sauce. Must provide 2 oz(s) equivalent meat/meat alternate and 1 servings of bread/bread alternate. Portion to provide a minimum of 180 calories with no more than 10 fat grams. Must contain less than 320 milligrams sodium. CN Label required. Similar or approved equal to: Green Dragon # 72001 Brand Name: _____ | 1000 | Cs. | \$ _____ | \$ _____ | | |
| <u>234</u> | General Tso's Chicken ; 176 servings. Whole grain battered chicken chunk tossed with a sweet and spicy sauce. Must provide 2 oz(s) equivalent meat/meat alternate and 1 servings of bread/bread alternate. Portion to provide a minimum of 180 calories with no more than 10 fat grams. Must contain less than 320 milligrams sodium. CN Label required. Similar or approved equal to: Green Dragon # 72003 Brand Name: _____ | 1000 | Cs. | \$ _____ | \$ _____ | | |
| <u>235</u> | Japanese Cherry Chicken ; 176 servings. Whole grain battered chicken chunk tossed with a sweet and cherry sauce. Must provide 2 oz(s) equivalent meat/meat alternate and 1 servings of bread/bread alternate. Portion to provide a minimum of 180 calories with no more than 10 fat grams. Must contain less than 320 milligrams sodium. CN Label required. Similar or approved equal to: Green Dragon # 72005 Brand Name: _____ | 1000 | Cs. | \$ _____ | \$ _____ | | |
| <u>236</u> | Egg and Cheese Flatbread®; must provide 1 oz(s) equivalent meat/meat alternate and 1 servings of bread/bread alternate. Portion to provide a minimum of 200 calories with no more than 13 fat grams. Must contain less than 550 milligrams sodium. CN Label required. Similar or approved equal to: Tony's® 68558 Brand Name: _____ | 1000 | Cs. | \$ _____ | \$ _____ | | |
| | Bread | | | | | | |
| <u>237</u> | Bread Crumbs, 2/5lb. per case. Brand Name: _____ | 300 | Cs. | \$ _____ | \$ _____ | | |
| <u>238</u> | Bread; 100% whole wheat sliced, 1-1/2 lb. loaf. Minimum 16 slices per loaf. 4oz 12 pk Must contain 2 grams fiber per serving. Similar or approved equal to: Bakecrafters, Flowers, Holsum Brand Name: _____ | 750 | Cs. | \$ _____ | \$ _____ | | |

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| <u>239</u> | Bun, Hamburger; Whole grain, Pre-cut. 8 buns per pack. Must provide 2 Bread/Grain equivalents. Must contain a minimum of 4 grams fiber. Weight should be 50g per serving. Similar or approved equal to: Bakecrafters, Flowers, Holsum Brand Name: _____ | 800 | Cs. | \$ _____ | \$ _____ | | |
| <u>240</u> | Bun, Hot Dog; Whole grain, sliced. 12 buns per pack. Must provide 2 Bread/Grain equivalents. Must contain a minimum of 3 grams fiber. Similar or approved equal to: Bakecrafters, Flowers, Holsum Brand Name: _____ | 500 | Cs. | \$ _____ | \$ _____ | | |
| <u>241</u> | Tortilla Wraps, Whole Grain; Frozen, for wrap sandwiches, 12" Flavored, must have at least 3 flavors to include Whole Grain. Similar or approved equal to: Mission, Holsum Brand Name: _____ | 500 | Cs. | \$ _____ | \$ _____ | | |
| <u>242</u> | Biscuits; Heat & Serve, Fully cooked, split. 72 Ct. Must contain buttermilk and ultra grain or whole grain flour must provide 2 grain/bread credits. Must contain a minimum 3 grams fiber and zero trans fats. Similar or approved equal to: Pierre 102911, Moms Brand Name: _____ | 750 | Cs. | \$ _____ | \$ _____ | | |
| <u>243</u> | English Muffin; Whole Grain. 72 Ct. Must contain a minimum of 3 grams dietary fiber, each muffin must be 2.0 to 2.3 oz. sliced or fork split. Must meet 2 bread/grain equivalent. Similar or approved equal to: Muffin Town Brand Name: _____ | 750 | Cs. | \$ _____ | \$ _____ | | |
| <u>244</u> | Flat Bread; 1.8 oz. ultra flatbread with grill marks on on the bottom and bubbled brown spots on top made with at least 51% whole grain. Each piece must meet 2 bread/ grain equivalent. Fiber content must be at least 2 grams. Zero trans fats. Similar or approved equal to: The Father's Table 01188 Brand Name: _____ | 750 | Cs. | \$ _____ | \$ _____ | | |
| | Supplies | | | | | | |
| <u>245</u> | Cleanser, Powder in 21 oz. Container, 30/Cs. Similar or approved equal to: AJAX Brand Name: _____ | 250 | Cs. | \$ _____ | \$ _____ | | |
| <u>246</u> | Cleaner, Oven, in 32 oz. Container, 12/Cs. Similar or approved equal to: Easy-Off (Commercial) Brand Name: _____ | 250 | Cs. | \$ _____ | \$ _____ | | |

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| <u>247</u> | General Purpose Degreaser/Cleaner Similar or approved equal to: Simple Green Brand Name: _____ | 250 | Cs. | \$ _____ | \$ _____ | |
| <u>248</u> | Grill Brick; Heavy Duty, 12/Cs. Brand Name: _____ | 150 | Cs. | \$ _____ | \$ _____ | |
| <u>249</u> | Mop Heads, 16 oz. Brand Name: _____ | 500 | Cs. | \$ _____ | \$ _____ | |
| <u>250</u> | Mop Heads, 24 oz. Brand Name: _____ | 500 | Cs. | \$ _____ | \$ _____ | |
| <u>251</u> | Mop Bucket with Wringer Brand Name: _____ | 500 | Ea. | \$ _____ | \$ _____ | |
| <u>252</u> | Mopstick; Heavy Duty, 6-1/2 Head, 16-24 oz. Brand Name: _____ | 500 | Cs. | \$ _____ | \$ _____ | |
| <u>253</u> | Angle Brooms 18" complete with attached stick; Heavy Duty Brand Name: Continental, Abco | 500 | Ea. | \$ _____ | \$ _____ | |
| <u>254</u> | Corn Brooms, 18" Brand Name: _____ | 500 | Ea. | \$ _____ | \$ _____ | |
| <u>255</u> | Scouring Pads with soap, 12 Ct., 10 bxs. per Cs. Similar or approved equal to: Brillo, SOS Brand Name: _____ | 250 | Cs. | \$ _____ | \$ _____ | |
| <u>256</u> | Cleaning Cloth, 6 dz. per case. Brand Name: _____ | 250 | Cs. | \$ _____ | \$ _____ | |
| <u>257</u> | Garbage Can w/Cover, 50 gal. Similar or approved equal to: Rubbermaid Brand Name: _____ | 250 | Ea. | \$ _____ | \$ _____ | |
| <u>258</u> | Garbage Can w/Cover, 55 gal. Similar or approved equal to: Rubbermaid Brand Name: _____ | 250 | Ea. | \$ _____ | \$ _____ | |
| <u>259</u> | Dishwashing Liquid in Gallons, 4/Cs., Commercial Similar or approved equal to: Dawn, Joy Brand Name: _____ | 50 | Cs. | \$ _____ | \$ _____ | |
| <u>260</u> | Dish Towels; Size, 18" X 12" Similar or approved equal to: Best Value Brand Name: _____ | 1,000 | Cs. | \$ _____ | \$ _____ | |

Name of Bidder:

| Standard Form 86 November 1949 Edition General Services Administration Fed. Proc. Reg. (41 CFR) 1-16.107 36-104, Rev. 3-18-08 | | CONTINUATION SHEET SUPPLY CONTRACT | | Contract, Order, or Invitation No. (As Applicable) | | Page | |
|---|---|---------------------------------------|------|---|----------|------|--|
| | | | | IFB010DOET16(S) | | | |
| Item No. | Description of Item | QTY | UNIT | UNIT PRICE | AMOUNT | | |
| <u>261</u> | Saran Wrap/Film Wrap; 18" x 2000 Similar or approved equal to: Brand Name: _____ | 250 | Ea. | \$ _____ | \$ _____ | | |
| <u>262</u> | Foil Aluminum; Heavy Duty, 500' X 18" Roll Similar or approved equal to: Reynolds, Durable Brand Name: _____ | 250 | Ea. | \$ _____ | \$ _____ | | |
| <u>263</u> | Dinner Forks; Stainless Steel Similar or approved equal to: Windsor Brand Name: _____ | 500 | Cs. | \$ _____ | \$ _____ | | |
| <u>264</u> | Pot Spoons, 18"; Stainless Steel Similar or approved equal to: Admiral Brand Name: _____ | 500 | Cs. | \$ _____ | \$ _____ | | |
| <u>265</u> | Suma Dish Wash/Washing liquid for Dish Washers, 5 Gals. Brand Name: _____ | 500 | Gal. | \$ _____ | \$ _____ | | |
| <u>266</u> | Suma Rinse for Dish Washers, 5 Gals. Brand Name: _____ | 500 | Gal. | \$ _____ | \$ _____ | | |
| <u>267</u> | Clorox/Bleach; 3/121oz; Plastic bottles per case Brand Name: _____ | 500 | Cs. | \$ _____ | \$ _____ | | |
| <u>268</u> | Clorox/Bleach; 6/96oz; Plastic bottles per case Brand Name: _____ | 500 | Cs. | \$ _____ | \$ _____ | | |
| <u>269</u> | Magic Suds Dish Liquid, 5 Gals. Brand Name: _____ | 500 | Gal. | \$ _____ | \$ _____ | | |
| <u>270</u> | Fabuloso, multi-purpose cleaner, 28 oz. btl. Brand Name: Fabuloso Only | 250 | Cs. | \$ _____ | \$ _____ | | |
| Paper & Plastic | | | | | | | |
| <u>271</u> | Paper Lunch Bag; Brown; 5lb; 500/Bundle Similar or approved equal to: Brand Name: _____ | 300 | Cs. | \$ _____ | \$ _____ | | |
| <u>272</u> | Pop-Up Wax Paper Sheets; Interfolded Deli Wrap Sheets; 500 Sheets/box; 12 boxes/case (6000 sheets) Similar or approved equal to: Brand Name: _____ | 300 | Cs. | \$ _____ | \$ _____ | | |
| <u>273</u> | Garbage Bags, 55 Gals., Heavy Duty, 150/Cs. Similar or approved equal to: Hefty Brand Name: _____ | 250 | Cs. | \$ _____ | \$ _____ | | |

Name of Bidder:

| Standard Form 86 November 1949 Edition General Services Administration Fed. Proc. Reg. (41 CFR) 1-16.107 36-104. Rev. 3-18-08 | | CONTINUATION SHEET SUPPLY CONTRACT | | Contract, Order, or Invitation No. (As Applicable) | | Page | |
|---|---|---------------------------------------|------|---|----------|------|--|
| | | | | IFB010DOET16(S) | | | |
| Item No. | Description of Item | QTY | UNIT | UNIT PRICE | AMOUNT | | |
| <u>274</u> | Toilet Tissue, 2-Ply, White, 500 Sheets/Roll, 96 Rolls/Cs. Similar or approved equal to: Tissue, Charmin, Smart Soft Brand Name: _____ | 300 | Cs. | \$ _____ | \$ _____ | | |
| <u>275</u> | Paper Towel; 2-Ply, 30 rolls per case Similar or approved equal to: Bounty, Scott Brand Name: _____ | 300 | Cs. | \$ _____ | \$ _____ | | |
| <u>276</u> | Gloves, Latex, Disposable, Powder-Free, 10/100 packs, FOOD SERVICE GRADE. Sizes: M, L, XL Brand Name: _____ | 300 | Cs. | \$ _____ | \$ _____ | | |
| <u>277</u> | Gloves, Latex, Disposable, with Powder, 10/100 packs, FOOD SERVICE GRADE. Sizes: M, L, XL Brand Name: _____ | 500 | Cs. | \$ _____ | \$ _____ | | |
| <u>278</u> | Cups, Cold Plastic, 12 oz. Similar or approved equal to: Dart, Dixie Brand Name: _____ | 500 | Cs. | \$ _____ | \$ _____ | | |
| <u>279</u> | Cups, Cold, Plastic, 7 oz., 2,500/Cs. Similar or approved equal to: Dart, Dixie Brand Name: _____ | 500 | Cs. | \$ _____ | \$ _____ | | |
| <u>280</u> | Cups, Cold Plastic, 5 oz. Similar or approved equal to: Dart, Dixie Brand Name: _____ | 500 | Cs. | \$ _____ | \$ _____ | | |
| <u>281</u> | Cone Cups, 4 oz., 5,000/Cs. Similar or approved equal to: Konie Brand Name: _____ | 500 | Cs. | \$ _____ | \$ _____ | | |
| <u>282</u> | Plates, Plastic, Sectional, Extra Heavy Duty, Approx. 9", 500/Cs. Similar or approved equal to: Hefty, Chinnet Brand Name: _____ | 500 | Cs. | \$ _____ | \$ _____ | | |
| <u>283</u> | Plates, Plastic; Extra Heavy Duty, Approx. 6", 500/Cs. Similar or approved equal to: Hefty, Chinnet Brand Name: _____ | 500 | Cs. | \$ _____ | \$ _____ | | |
| <u>284</u> | Forks, Plastic, 7", Heavy Duty, 1,000/Cs. Similar or approved equal to: Regal Brand Name: _____ | 500 | Cs. | \$ _____ | \$ _____ | | |
| <u>285</u> | Spoons, Plastic, 7", Heavy Duty, 1,000/Cs. Similar or approved equal to: Regal Brand Name: _____ | 500 | Cs. | \$ _____ | \$ _____ | | |

Name of Bidder:

(CONTINUATION SHEET)

| Standard Form 86 November 1949 Edition General Services Administration Fed. Proc. Reg. (41 CFR) 1-16.107 36-104. Rev. 3-18-08 | | CONTINUATION SHEET SUPPLY CONTRACT | | Contract, Order, or Invitation No. (As Applicable) | | Page | |
|---|---|---------------------------------------|------|---|----------|------|--|
| | | | | IFB010DOET16(S) | | | |
| Item No. | Description of Item | QTY | UNIT | UNIT PRICE | AMOUNT | | |
| <u>286</u> | Plastic Sandwich Bags; Fold Lock; Clear; 7x7x2; 2000 Bags per box (2/1000) Similar or approved equal to: Brand Name: _____ | 500 | Cs. | \$ _____ | \$ _____ | | |
| <u>287</u> | Disposable Plastic Aprons, Individual, 1000/Cs. Brand Name: _____ | 500 | Cs. | \$ _____ | \$ _____ | | |
| <u>288</u> | Dessert Dishes, Disposable, Plastic Containers, 4 oz., 1,000/Cs. Similar or approved equal to: #9197 w/ Matching Lids Brand Name: _____ | 750 | Cs. | \$ _____ | \$ _____ | | |
| <u>289</u> | Foam Trays, 8 X 8, with Compartments Brand Name: _____ | 500 | Cs. | \$ _____ | \$ _____ | | |
| <u>290</u> | Soup Bowls, 8 oz., Plastic, with Matching Lids 500 per case. Brand Name: _____ | 500 | Cs. | \$ _____ | \$ _____ | | |
| <u>291</u> | Oblong Serving Dish w/ 3 Compartments and Covers. 250 per Case. Similar or approved equal to: <i>Ecko #8555</i> Brand Name: _____ | 1,500 | Cs. | \$ _____ | \$ _____ | | |
| <u>292</u> | Chicken Fry Boxes, Institutional size. Brand Name: _____ | 250 | Cs. | \$ _____ | \$ _____ | | |
| <u>293</u> | Hand Stretch Film/Pallet Wrap for packaging and shipping; 18" x 2500ft; Rolls Brand Name: _____ | 250 | Cs. | \$ _____ | \$ _____ | | |
| <u>294</u> | Aprons, White Cotton Bib with Pocket, 1 dz. per case. Brand Name: _____ | 1,000 | Cs. | \$ _____ | \$ _____ | | |
| | Small Ware | | | | | | |
| <u>295</u> | Perforated Pot Spoons, 18" Stainless Brand Name: _____ | 500 | Ea. | \$ _____ | \$ _____ | | |
| <u>296</u> | Ladle, 1 Cup, 18", Stainless Brand Name: _____ | 500 | Ea. | \$ _____ | \$ _____ | | |
| <u>297</u> | Ladle, 1/2 Cup, 18", Stainless Brand Name: _____ | 500 | Ea. | \$ _____ | \$ _____ | | |
| <u>298</u> | Insulated Nylon Top Load; Full Size Food Pan Carrier with Handles; for Hot & Cold use; 27"x21"x29"; capacity 4-7 pans Similar or approved equal to: Brand Name: _____ | 20 | Ea | \$ _____ | \$ _____ | | |

Name of Bidder:

Standard Form 86
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36-104. Rev. 3-18-08

**CONTINUATION SHEET
SUPPLY CONTRACT**

Contract, Order, or Invitation No.
(As Applicable)

Page

IFB010DOET16(S)

| Item No. | Description of Item | QTY | UNIT | UNIT PRICE | AMOUNT |
|----------|--|-----|------|------------|----------|
| 299 | Tally Counter, Hand held, 4-digit display; Automatic reset; Metal chrome Similar or approved equal to: <i>Great Star or Sparco</i> Brand Name: _____ | 100 | Bx. | \$ _____ | \$ _____ |
| | | | | | |
| | | | | | |
| | | | | | |

NOTICE TO BIDDERS

ALL INDIVIDUALS, FIRMS, PARTNERSHIPS, CORPORATIONS AND/OR JOINT VENTURES DOING BUSINESS WITH THE GOVERNMENT OF THE VIRGIN ISLANDS SHALL SUBMIT INFORMATION IN WRITING, OF THE **PHYSICAL LOCATION** OF THEIR PRINCIPAL PLACE OF BUSINESS. A POST OFFICE BOX MIALING ADDRESS ONLY WILL NOT SUFFICE.

BIDDERS MUST INSERT THEIR E.I.N.-EMPLOYER'S IDENTIFICATION NUMBER ON PAGE 1 IN THE SECTION WHERE THE COMPANY'S NAME AND ADDRESS IS REQUIRED.

PROSPECTIVE BIDDERS WILL BE REQUIRED TO FURNISH THE FOLLOWING DOCUMENTS WITH THEIR SUBMITTAL: MANDATORY

- A. ARTICLES OF INCORPORATION, IF APPLICABLE
- B. CURRENT VALID BUSINESS LICENSE
- C. CERTIFICATE OF GOOD STANDING
- D. CORPORATE RESOLUTION EVIDENCING THE DIRECTORS/OFFICERS OF THE COMPANY

"IT SHALL BE THE BIDDERS' RESPONSIBILITY TO DELIVER HIS BID TO THE DESIGNATED LOCATION PRIOR TO THE BID TIME SPECIFIED ON PAGE 1 OF THIS BID."

Name of Bidder:

INVITATION FOR BIDS – CONTINUATION SHEET

IFB010DOET15(S)

This Invitation for Bids represents the one (1) year estimated requirements for Department and Agencies of the Government of the Virgin Islands, St. Thomas, U. S. Virgin Islands.

NOTE: Diligence should be exercised in completing all information as requested herein.

The Bidder MUST insert the Brand Name of each item which he proposes to supply to the Government in the space provided.

SUPPLEMENTARY PROVISIONS

Awards hereunder will be made on the basis of the delivered cost to the Government. Bidders must therefore quote F.O.B. Virgin Islands. Cost of loss, processing of claims for broken or damaged articles and cost of transportation to the Virgin Islands will be the obligation of the Contractor.

Bidders are required to file their **On-Island Warehouse** location and capacity (size) for all bid items such as produces, storage of fresh vegetables/fruits, meats, dairy products and other frozen food items, etc.

The Commissioner may reject any or all bids, or the bid for any one or more commodities or contractual services included in the Invitation for Bids, when the public interest will be served thereby. If all bids received are for the same total amount or unit price, and if the public interest will not permit the delay of re-advertising for bids, awards will be made by drawing lots. Otherwise, the contract shall be awarded to the bidder offering the most advantageous service to the Government, quality offered, delivery terms and service reputation taken into consideration.

BRAND NAME: Any reference in the Invitation for Bids to Manufacturer's Brand Name or Number is due to lack of satisfactory specifications for commodity description. Such reference is intended to be descriptive not restrictive and is for the sole purpose of indicating to prospective bidders a description of articles that will be satisfactory.

CONTRACT PERIOD: the period of any contract entered into under this Invitation for Bids shall be from October 1, 2015 to September 30, 2016.

OPTION TO RENEW: The services of this contract may be extended for an additional term subject to the availability of funds.

DESCRIPTIVE LITERATURE: Bidders are requested to file a current copy of their Supply Catalog with the Division of Procurement and ascertain that the receipt thereof is annotated on their Bidder's Mailing List Application.

For evaluating purposes, when further clarification of the items offered is needed, the bidder will be requested and is required to submit SAMPLES to the Department of Property and Procurement, Division of Procurement, within then (10) calendar days subsequent to the opening of the bid, at his own expense.

SHELF LIFE: If shelf life is a factor to be considered, please indicate in an accompanying letter to the bid, the category, item and shelf life in number of months.

INVITATION FOR BIDS – CONTINUATION SHEET

IFB010DOET15(S)

INSPECTION: The Department issuing the Purchase Order shall inspect, for and on behalf of the Commissioner of Property and Procurement, each delivery and will refuse to accept same if such items are not in accordance with the specifications hereunder. The Contractor, or his designee, shall be requested to witness such inspection.

All products designated USP shall be furnished in strict accordance therewith, including all requirements for certification by the Government Agencies.

Articles are to be in strict accordance with the specifications contained herein. Alternates or substitutes will not be accepted unless shown on the Purchase Order.

All meats must be carefully stamped indicating U. S. Government Inspection and must conform to our requirements. NONE will be accepted unless properly identified.

PROMPT PAYMENT DISCOUNT: Prompt payment discounts shall NOT be considered in the evaluation of bids. Prompt payment discounts are removed as evaluation factors.

Although prompt payment discounts are not evaluated, any discount offered will form part of the award, and will be taken by the User Agency and the Department of Finance if payment is made within the discount period specified by the bidder.

No discount offered for payments within less than thirty (30) calendar days will be considered. Paragraph 6a on the reverse side of Page 1 of the Bid form is hereby deleted.

QUANTITIES: The quantities indicated on this Invitation for Bids are estimated. Deliveries are to be made as required subject, however, to issuance of Purchase Orders therefore.

VARIATION IN QUANTITIES: Variation in quantity caused by conditions of loading, shipping or packing or allowances in manufacturing processes will only be accepted when such variations do not aggregate ten (10%) per centum of the quantity indicated on the Purchase Order.

DEPARTMENTAL REQUIREMENTS: The items listed are for the following Department(s):

Department of Education – School Lunch

DELIVERIES: Deliveries of items hereunder shall be made directly to and accepted by the ordering department during the term hereof. Hours of such deliveries and acceptance shall be between 8:00 A.M. to 11:00 A.M. and 1:00 P.M. and 4:00 P.M. Final date for delivery under this contract will be **September 30, 2016**.

Deliveries shall be made within twenty (20) calendar days, unless otherwise requested by the Department, after receipt of an official Purchase Order and shall also be in such amounts and/or quantities as indicated on the Purchase Order issued by the Department.

INVITATION FOR BIDS – CONTINUATION SHEET

IFB010DOET15(S)

The Contractor will assume all responsibilities for delivery, including picking up from docks and transporting to the Department issuing the Purchase Order. The Government, under no consideration, will assume any responsibility for trucking of merchandise.

Deliveries of items contracted for are not complete until off-loaded by supplier and inspected and received by Authorized Personnel.

Acceptance time after delivery will be three (3) working days. The discount period will begin on the fourth day after delivery.

All merchandise **MUST** be labeled or stamped to indicate that they are the quality and brand offered by the bidder. NONE will be accepted unless properly identified.

DAMAGES: If the contractor hereunder fails to make delivery of the merchandise, within the time specified, or fails to effect delivery of the merchandise, said Contractor hereby agrees and consents that the Department issuing the Purchase Order may purchase same in the Open Market. Any excess in cost thereof, over the original contract price, shall be charged against such Contractor by deducting the excess from any invoices in the possession of the department, not yet paid.

EXPLANATION TO BIDDERS: Any explanation desired by a bidder regarding the meaning or interpretation of this Invitation for Bids, specifications, etc., must be requested in writing and with sufficient time allowed for a reply to reach said bidder before the submission of their bids. Any interpretation made will be in the form of an amendment to the Invitation for Bids, specifications, etc., and will be furnished to all prospective bidders.

The General Provisions (SUPPLY CONTRACT), STANDARD FORM approved by the Commissioner of Property and Procurement, 7-14-71, is an integral part of this Invitation for Bids. Bidders must familiarize themselves with these provisions.

PREFERRED BIDDERS: In addition to placing a check (✓) in the appropriate box on Page 1, Section 5 of this Bid, any Person, Firm, Partnership, or Corporation meeting the requirements of Preferred Bidder Status, must request that his or its name be added to a Preferred Bidders' list to be maintained by the Commissioner of Property and Procurement.

If bidder has not previously filed a notarized copy of the Preferred Bidders' Certificate with the Commissioner of Property and Procurement, Division of Procurement, **8201 Sub Base, Suite 4, St. Thomas, Virgin Islands**, notarized, submitted to the Division of Procurement not later than date and hour of bid opening specified on Page 1 of this Bid. All bidders not complying with the procedures set forth herein and in accordance with Title 31 V.I.C. § 236 (a), will not be considered eligible as a Preferred Bidder for this Invitation for Bids.

FIXED PRICE WITH ESCALATION:

- (a) Firm bids are requested. However, bids may contain an escalation clause relating to the Contractor's purchase price and same will be considered and evaluated provided the bid is otherwise responsive and the offer responsible.

INVITATION FOR BIDS – CONTINUATION SHEET

IFB010DOET15(S)

- (b) If at any time during the performance of a contract, hereunder issued, there is an increase or decrease in the contractor's purchased price of any of the items herein, the Contractor shall notify the Commissioner of Property and Procurement thereof within fifteen (15) working days of such increase or decrease. Such notice shall include data, (ii) the amount, both of the increase or decrease, and (iii) the Contractor's proposal for price adjustment.
- (c) Promptly upon receipt of any notice and data described in (a) above, the Contractor and the Commissioner shall negotiate a price adjustment in the contract unit price for the items involved, delivered, and accepted.
- (d) There shall be no adjustment other than for increase or decrease in the Contractor's purchased price and only for those items for which data as required in (b) above have been submitted and approved.
- (e) If at any time after the date of any contract, issued hereunder, the Contractor makes a general price reduction in the comparable price of any article or service covered by this contract to customers generally, an equivalent price reduction, based on similar quantities and/or consideration shall apply to the contract for the duration of the contract period (or until the price is further adjusted). Such price reduction shall be effective at the time and in the same manner as the reduction in the price to customers generally.

EVALUATION OF PRICE ESCALATION:

- (a) Where an Invitation for Bids does not contain a price escalation clause, bids received which quote a price and contain a price escalation provision, with a ceiling (usually expressed in terms of a maximum percentage increase) above which the price will not escalate, will be evaluated on the maximum possible escalation of the quoted base price.
- (b) Where an Invitation for Bids contains a price escalation clause and no bidder takes advantage of the escalation provisions, bids shall be evaluated on the basis of the quoted prices without the allowable escalation being added. Where a bidder deletes the escalation clause from his bid, the bid will be rejected as non-responsive.

BILLING UNDER ESCALATION CLAUSE:

Billings containing increased unit prices alleged to be in accordance with the escalation clause hereunder shall be accompanied with either:

- (i) a copy of the invoice from the Contractor's mainland supplier; or
- (ii) copy of published Price List of such mainland supplier.

For purposes hereof a "Price List" shall be a catalog, price list, schedule or other form that (a) is regularly maintained by the mainland supplier, (b) is either published or otherwise available for inspection by customers generally and (c) states prices at which sales are currently or were last made to a significant number of buyers constituting the general public.

A "Manufacturer Listed Price" is a current price, established in the usual and ordinary course of trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or vendor.

N.B. ALL INDIVIDUALS, FIRMS, PARTNERSHIPS, CORPORATIONS AND/OR JOINT VENTURES DOING BUSINESS WITH THE GOVERNMENT OF THE VIRGIN ISLANDS SHALL SUBMIT INFORMATION IN WRITING, OF THE PHYSICAL LOCATION OF THEIR PRINCIPAL PLACE OF BUSINESS. A POST OFFICE BOX MAILING ADDRESS ONLY WILL NOT SUFFICE.

“IT SHALL BE THE BIDDERS RESPONSIBILITY TO DELIVER HIS BID(S) TO THE DESIGNATED LOCATION PRIOR TO BID TIME SPECIFIED ON PAGE 1 OF THIS BID.”

BIDDERS MUST INSERT THEIR E.I.N.-EMPLOYER’S IDENTIFICATION NUMBER ON PAGE 1 IN THE SECTION WHERE THE COMPANY’S NAME AND ADDRESS IS REQUIRED.

PROSPECTIVE BIDDERS WILL BE REQUIRED TO FURNISH THE FOLLOWING DOCUMENTS PRIOR TO AWARD OF CONTRACT.

- A. ARTICLES OF INCORPORATION
- B. CURRENT VALID BUSINESS LICENSE OR STAMPED LICENSE #1 WITH THE EXPIRED LICENSE.
- C. CERTIFICATE OF GOOD STANDING

BRAND NAME OR EQUAL

(As used in this herein, the term “brand name” includes identification of products by make and model).

- (a) If items called for by this Invitation for Bids have been identified in the schedule by a “brand name or equal” description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Bids offering “equal” products will be considered for award if such products are clearly identified in the bids and are determined by the Government to be equal in all material respects to the brand name products referenced in the Invitation for Bids.
- (b) Unless the bidder clearly indicated in his bid that he is offering an “equal” product, his bid will be considered as offering a brand name product referenced in the Invitation for Bids.
- (c) (1) If the bidder proposes to furnish an “equal” product, the brand name, if any, of the product to be furnished shall be inserted in the space provided in the Invitation for Bids, or such product shall be otherwise clearly identified in the bid. The evaluation of bids and the determination as to quality of the product shall be the responsibility of the Government and will be based on information furnished by the bidder or identified in his bid as well as other information reasonably available to the Department of Property and Procurement. Caution to Bidders: The Department of Property and Procurement is not responsible for locating or securing any information which is not identified in the bid and reasonably available to the Department. Accordingly, to insure that sufficient information is available, the bidder must furnish as a part of his bid, all descriptive material (such as cuts, illustrations, drawings, or other information) necessary for the Department of Property and Procurement to (i) determine whether the product offered meets the requirements of the Invitation for Bids, and (ii) establish exactly what the bidder proposes to furnish and what the Government would be binding itself to purchase by making an award. The information furnished may include specific references to information previously furnished or to information otherwise available to the Department of Property and Procurement.
- (2) If the bidder proposes to modify a product so as to make it conform to the requirements of the Invitation for Bids, he shall (i) include in his bid, a clear description of such proposed modification, and (ii) clearly mark any descriptive material to show the proposed modification.
- (3) Modifications proposed after bid opening to make a product conform to a brand name product referenced in the Invitation for Bids will not be considered.

REPRESENTATION BY BIDDERS PURSUANT TO THE "BUY AMERICAN" ACT
 (See Clause 14 of the General Provisions, Standard Form – Approved 7-14-71)

1. If the bidder represents that the articles, materials, and supplies he proposes to furnish are domestic source end products as defined in Clause 14 of the General Provisions, he shall check the box at the end of this paragraph.....

2. If the bidder represents the articles, materials, and supplies he proposes to furnish are NOT domestic source end products as defined in Clause 14 of the General Provisions, he shall check the box at the end of this paragraph.....

ALL BIDDERS MUST CHECK THE BOX AT THE END OF EITHER PARAGRAPH.
 1 OR 2 ABOVE

3. A bidder who checks paragraph 1 above, but who proposes to furnish domestic source end products containing components of foreign origin, the cost of which exceeds 5% of the bid price, shall furnish in the spaces below a complete list of components of foreign origin in sufficient detail to clearly identify each –

COMPONENTS OF FOREIGN ORIGIN

| <u>Component</u> | <u>Point of Origin</u> |
|------------------|------------------------|
| | |
| | |
| | |
| | |
| | |

The bidder represents that the total cost of the above components of foreign origin, including applicable duty and transportation costs, constitutes _____ % of the cost of all components to be incorporated in the end products being furnished. The bidder agrees to furnish, for the exclusive use of the Government, such additional information as the contracting officer may request in order to verify the foregoing in evaluating the bid.

4. The bidder agrees that no components of foreign origin, other than those listed above, will be incorporated in the end products being furnished without written approval of the Contracting Officer.

**GOVERNMENT OF THE VIRGIN ISLANDS
DEPARTMENT OF PROPERTY AND PROCUREMENT**

NON-COLLUSION AFFIDAVIT

————— 0 —————

..... being duly sworn, deposes and says that —

(1) He is [owner, partner, officer, representative, or agent] of

..... the bidder that has submitted that attached bid;

(2) He is duly informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

(3) Such bid is genuine and is not a collusive or sham bid;

(4) Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against The Government of the Virgin Islands or any person interested in the proposed contract; and

(5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature of Affidavit

SUBSCRIBED AND SWORN to before me this....., day of

Notary Public

GENERAL PROVISIONS (SUPPLY CONTRACT)

1. DEFINITIONS

As Used throughout this contract, the following terms shall have the meaning set forth below:

The term "Contracting Officer" means the Commissioner of the Department of Property & Procurement; and the term includes, except as otherwise provided in the contract, the authorized representative of the Contracting Officer acting within the limits of his authority.

2. CHANGES

The Contracting Officer may at any time, by a written order, and without notice to the sureties, make changes, within the general scope of this contract, in anyone or more of the following: (i) Drawings, designs, or specifications where the supplies to be furnished are to be specially manufactured for the Government in accordance therewith; (ii) method of shipment or packing; and (iii) place of delivery. 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.

3. EXTRAS

Except as otherwise provided in this contract, no payment for extras shall be made unless such extras and the price thereof have been authorized in writing by the Contracting Officer.

4. VARIATION IN QUALITY

No variation in the quantity of any item called for by this contract will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing processes, and then only to the extent, if any, specify elsewhere in this contract.

5. INSPECTION

(a) All supplies (which term throughout this clause includes without limitation raw materials, components, intermediate assemblies, and end products) shall be subject to

inspection and test by the Government, to the extent practicable at all times and places including the period of manufacture and in any event prior to acceptance.

(b) In case any supplies or lots of supplies are defective in material or workmanship or otherwise not in conformity with the requirements of this contract, the Government shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Contracting Officer, corrected in place by and at the expense of the Contractor promptly after notice, shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If the Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed, or promptly to replace or correct such supplies or lots of supplies, the Government either (i) may by contract or otherwise replace or correct such supplies and charge to the Contractor the cost occasioned the Government thereby, or (ii) may terminate this contract for default as provided in the clause of this contract entitled "Default." Unless the Contractor corrects or replaces such supplies within the delivery schedule, the Contracting Officer may require the delivery of such supplies at a reduction in price which is equitable under the circumstances. Failure to agree to such reduction of price shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes."

(c) If any change inspection or test is made by the Government on the premises of the Contractor or a subcontractor, the Contractor without additional charge shall provide reasonable facilities and assistance for the safety and convenience of the Government inspectors in the performance of their duties. If Government inspection or test is made at a point other than the premises of the Contractor or a subcontractor, it shall be at the expense of the Government except as otherwise provided in this contract: Provided, That in case of rejection the Government shall not be liable for any reduction in value of samples used in connection with such inspection or test. All inspections and tests by the Government shall be performed in such a manner as not to unduly delay the work. The Government reserves the right to charge to the Contractor any additional cost of Government inspection and test when supplies are not ready at the time such inspection and test is requested by the Contractor or when reinspection or retest is necessitated by prior rejection. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this contract; but failure to inspect and accept or reject supplies shall neither relieve the Contractor from responsibility for such supplies as are not in accordance with the contract requirements nor impose liability on the Government therefor.

(d) The inspection and test by the Government of any supplies or lots thereof does not relieve the Contractor from any responsibility regarding defects or other failures to meet the contract requirements which may be discovered prior to acceptance. Except as otherwise provided in this contract, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

(e) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the supplies hereunder. Records of all inspection work by the Contractor shall be kept complete and available to the Government during the performance of this contract and for such longer period as may be specified elsewhere in this contract.

6. RESPONSIBILITY FOR SUPPLIES

Except as otherwise provided in the contract, (i) the Contractor shall be responsible for the supplies covered by this contract until they are delivered at the designated delivery point, regardless of the point of inspection; (ii) after delivery to the Government at the designated point and prior to acceptance by the Government or rejection and giving notice thereof by the Government, the Government shall be responsible for the loss or destruction of or damage to the supplies only if such loss, destruction or damage results from the negligence of officers, agents, or employees of the Government acting within the scope of their employment; and (iii) the Contractor shall bear all risks as to rejected supplies after notice of rejection, except that the Government shall be responsible for the loss, or destruction of, or damage to the supplies only if such loss, destruction or damage results from the gross negligence of officers, agents, or employees of the Government acting within the scope of their employment.

7. PAYMENTS

The Contractor shall be paid, upon the submission of proper invoices or vouchers, the prices stipulated herein for supplies delivered and accepted or services rendered and accepted, less deductions, if any, as herein provided. Unless otherwise specified, payment will be made on partial deliveries accepted by the Government when the amount due on such deliveries so warrants; or when requested by the Contractor, payment for accepted partial deliveries shall be made whenever such payment would equal or exceed either \$1,000 or 50 percent of the total amount of this contract.

8. ASSIGNMENT OF CLAIMS

(a) Pursuant to the provisions of the Assignment of Claims Act (5 VIC 1201 et. seq.) if this contract provides for payments aggregating \$1,000 or more, claims for moneys due or to become due to the Contractor from the Government under this contract may be assigned to a bank, trust company, or other financial institution, including any Federal lending agency, and may thereafter be further assigned and reassigned to any such institution. Any such assignment or reassignment shall cover all amounts payable under this contract and not already paid, and shall not be made to more than one party, except that any such

assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in such financing. Unless otherwise provided in this contract, payments to an assignee of any moneys due or to become due under this contract shall not, to the extent provided in said Act, as amended, be subject to reduction or set off.

9. ADDITIONAL BOND SECURITY

If any surety upon any bond furnished in connection with this contract becomes unacceptable to the Government or if any such surety fails to furnish reports as to his financial condition from time to time as requested by the Government, the Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the Government and of persons supplying labor or materials in the prosecution of the work contemplated by this contract.

10. EXAMINATION OF RECORDS

(The following clause is applicable if the amount of this contract exceeds \$1,000.00 and was entered into by means of negotiation, but is not applicable if this contract was entered into by means of formal advertising.)

(a) The Contractor agrees that the Government Comptroller of the U. S. Virgin Islands or any of his duly authorized representatives shall, until the expiration of three years after final payment under this contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this contract.

(b) The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that the Government Comptroller of the Virgin Islands or any of his duly authorized representatives shall, until the expiration of three years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor, involving transactions related to the subcontract. The term "subcontract" as used in this clause excludes (i) purchase orders not exceeding \$1,000 and (ii) subcontractors or purchase orders for public utility services at rates established for uniform applicability to the general public.

11. DEFAULT

(a) The Government may, subject to the provisions of paragraph (c) below, by written notice of default to the Contractor, terminate the whole or any part of this contract in any one of the following circumstances:

(i) if the Contractor fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or

(ii) if the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure

such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.

(b) In the event the Government terminates this contract in whole or in part as provided in paragraph (a) of this clause, the Government may procure, upon such terms and in such manner as the Contracting Officer may deem appropriate, supplies or services similar to those so terminated, and the Contractor shall be liable to the Government for any excess costs for such similar supplies or services: Provided, That the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

(c) Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or service fees to be furnished by the subcontractor was obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

(d) If this contract is terminated as provided in paragraph

(a) of this clause, the Government, in addition to any other rights provided in this clause, may require the Contractor to transfer title and deliver to the Government, in the manner and to the extent directed by the Contracting Officer, (i) any completed supplies, and (ii) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing materials") as the Contractor has specifically produced or specifically acquired for the performance of such part of this contract as has been terminated; and the Contractor shall, upon direction of the Contracting Officer, protect and preserve property in possession of the Contractor in which the Government has an interest. Payment for completed supplies delivered to and accepted by the Government shall be at the contract price. Payment for manufacturing materials delivered to and accepted by the Government and for the protection and preservation of property shall be in an amount agreed upon by the Contractor and Contracting Officer; failure to agree to such amount shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes." The Government may withhold from amounts otherwise due the Contractor for such completed supplies or manufacturing materials such sum as the Contracting Officer determines to be

necessary to protect the Government against loss because of outstanding liens or claims of former lien holders.

(e) 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 the provisions of this clause, or that the default was excusable under the 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 Government, be the same as if the notice of termination had been issued pursuant to such clause. 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 the provisions of this clause, and if this contract does not contain a clause providing for termination for convenience of the Government, the contract shall be equitably adjusted to compensate for such termination and the contract modified accordingly; failure to agree to any such adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes."

(f) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

12. DISPUTES

(a) 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 reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the Attorney General. The decision of the Attorney General or his duly authorized representative shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.

(b) This "Disputes" clause does not preclude consideration of law questions in connection with decisions provided for in paragraph (a) above:- Provided, That nothing in this contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

13. NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT

The provisions of this clause shall be applicable only if the amount of this contract exceeds \$10,000.

(a) The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.

(b) In the event of any claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed hereunder, the Contractor shall furnish to the Government when requested by the Contracting Officer, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Government except where the Contractor has agreed to indemnify the Government.

14. BUY AMERICAN ACT

(a) In acquiring end products, the Buy American Act (41 U.S. Code 10a-d) provides that the Government give preference to domestic source end products. For the purpose of this clause:

(i) "components" means those articles, materials, and supplies, which are directly incorporated in the end products;

(ii) "end products" means those articles, materials, and supplies, which are to be acquired under this contract for public use; and

(iii) "a domestic source end product" means (A) an unmanufactured end product which has been mined or produced in the United States and (B) an end product manufactured in the United States if the cost of the components thereof which are mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. For the purposes of this (a) (iii) (B), components of foreign origin of the same type or kind as the products referred to in (b) (ii) or (iii) of this clause shall be treated as components mined, produced, or manufactured in the United States.

(b) The Contractor agrees that there will be delivered under this contract only domestic source end products, except end products;

(i) which are for use outside the United States;

(ii) which the Government determines are not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities and of a satisfactory quality;

(iii) as to which the Secretary determines the domestic preference to be inconsistent with the public interest; or

(iv) as to which the Secretary determines the cost to the Government to be unreasonable.

(The foregoing requirements are administered in accordance with Executive Order No. 10582, dated December 17, 1954.)

15. CONVICT LABOR

In connection with the performance of work under this contract, the Contractor agrees not to employ any person undergoing sentence of imprisonment at hard labor.

16. OFFICIALS NOT TO BENEFIT

No member of the Legislature, or Delegate to the United States Congress, or official or employee of the Executive Branch of the Government of the Virgin Islands, shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

17. COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

GENERAL PROVISIONS
(SUPPLY CONTRACT)

TERMINATION OF CONTRACTS

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18. CONVENIENCE OF THE GOVERNMENT

- (a) The performance of work under this contract may be terminated by the Government in accordance with this clause in whole, or from time to time in part, whenever the Contracting Officer shall determine that such termination is in the best interest of the Government. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.
- (b) After receipt of a Notice of Termination, and except as otherwise directed by the Contracting Officer, the Contractor shall:
 - (i) stop work under the contract on the date and to the extent specified in the Notice of Termination;
 - (ii) place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the contract as is not terminated;
 - (iii) terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination;
 - (iv) assign to the Government, in the manner, at the times, and to the extent directed by the Contracting Officer, all of the right, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the Government shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
 - (v) settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Contracting Officer, to the extent, he may require, which approval or ratification shall be final for all the purposes of this clause;
 - (vi) transfer title and deliver to the Government in the manner, at the times, and to the extent, if any, directed by the Contracting Officer (A) the fabricated or unfabricated parts, work in progress, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination, and (B) the completed or partially

completed plans, drawings, information, and other property which, if the contract had been completed, would have been required to be furnished to the Government.

- (vii) use his best efforts to sell, in the manner, at the times, to the extent, and at the price or prices directed or authorized by the Commissioner of Property and Procurement, any property of the types referred to in (vi) above; provided, however, that the Contractor (A) shall not be required to extend credit to any purchaser, and (B) may acquire any such property under the conditions prescribed by and at the price or prices approved by the Commissioner of Property and Procurement and provided further that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the Government to the Contractor under this contract or shall otherwise be credited to the price or cost of the work covered by this contract or paid in such other manner as the Commissioner of Property and Procurement may direct;
 - (viii) complete performance of such part of the work as shall not have been terminated by the Notice of Termination; and
 - (ix) take such action as may be necessary, or as the Commissioner of Property and Procurement may direct, for the protection and preservation of the property related to this contract which is in the possession of the Contractor and in which the Government has or may acquire an interest.
- (c) After receipt of the Notice of Termination, the Contractor shall submit to the Commissioner of Property and Procurement his termination claim, in the form and with certification prescribed by the Commissioner of Property and Procurement. Such claim shall be submitted promptly but in no event later than one year from the effective date of termination, unless one or more extensions in writing are granted by the Commissioner of Property and Procurement, upon request of the Contractor made in writing within such one year period or authorized extension thereof. However, if the Commissioner of Property and Procurement determines that the facts justify such action, he may receive and act upon failure of the Contractor to submit his termination claim within the time allowed, the Commissioner of Property and Procurement may determine, on the basis of information available to him, the amount, if any, due to the Contractor by any reason of the termination and shall thereupon pay to the Contractor the amount so determined.
- (d) Subject to the provisions of paragraph (c), the Contractor and the Commissioner of Property and Procurement may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination of work pursuant to this clause, which amount or amounts may include a reasonable allowance for profit on work done; provided, that such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated. The contract shall be amended accordingly, and the Contractor shall be paid the agreed amount. Nothing in paragraph (e) of this clause, prescribing the amount to be paid to the Contractor in the event of failure of the Contractor and the Commissioner of

Property and Procurement to agree upon the whole amount to be paid to the Contractor by reason of the termination of work pursuant to this clause, shall be deemed to limit, restrict or otherwise determine or affect the amount or amounts which may be agreed to be paid to the Contractor pursuant to this paragraph (d):

- (e) In the event of the failure of the Contractor and the Commissioner of Property and Procurement to agree as provided in paragraph (d) upon the whole amount to be paid to the Contractor by reason of the termination of work pursuant to this clause, the Commissioner of Property and Procurement shall pay to the Contractor the amounts determined by him as follows, but without duplication of any amounts agreed upon in accordance with paragraph (d):
 - (i) for completed supplies, materials and equipment or services accepted by the Government (or sold or acquired as provided in paragraph (b) (vii) above) and not theretofore paid for, a sum equivalent to the aggregate price for such supplies or services computed in accordance with the price or prices specified in the contract, appropriately adjusted for any saving for freight or other charges;
 - (ii) the total of —
 - (A) the costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but exclusive of any costs attributable to supplies or services paid or to be paid for under paragraph (e) (i) hereof;
 - (B) the cost settling and paying claims arising out of the termination of work under subcontracts or orders, as provided in paragraph (b) (v) above, which are properly chargeable to the terminated portion of the contract (exclusive of amounts paid or payable on account of supplies or materials delivered or services furnished by subcontractors or vendors prior to the effective date of the Notice of Termination, which amounts shall be included in the costs payable under (A) above; and
 - (C) a sum, as profit on (A) above, determined by the Contracting Officer to be fair and reasonable; provided, however, that if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, no profit shall be included or allowed under this subdivision (C) and an appropriate adjustment shall be made reducing the amount of the settlement to reflect the indicated rate of loss; and
 - (iii) the reasonable costs of settlement, including accounting, legal, clerical and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the contract and for the termination and settlement of subcontract thereunder, together with reasonable storage, transportation and other costs incurred in connection with the protection or disposition of property allocable to this contract.