



Department of Property & Procurement

Government of the United States Virgin Islands

3274 ESTATE RICHMOND, CHRISTIANSTED, U. S. VIRGIN ISLANDS 00820

8201 SUB BASE, 3RD FLOOR, ST. THOMAS, U. S. VIRGIN ISLANDS 00802

ST. CROIX MAIN OFFICE: 340.773.1561 | ST. THOMAS MAIN OFFICE: 340.774.0828

ST. CROIX FAX: 340.773.0986 | ST. THOMAS FAX: 340.777.9587

HTTP://DPP.VI.GOV



October 6, 2015

Atta Misbeh
Manager
Stop & Shop Supermarket, LLC
P.O. Box 1905
Frederiksted, VI 00840

RE: S07FDOEC16 (SASS)
Delivery of Goods and Supplies for the Department of Education School
Lunch Program on St. Croix during the period of October 1, 2015 to
September 30, 2016

Dear Mr. Misbeh:

Transmitted herewith is a fully executed copy of the Supply Contract for the above referenced services for Fiscal Year 2016.

The contract begins from **October 1, 2015** to **September 30, 2016**. Attached please find you executed contract for your records.

Sincerely,

Randolph N. Bennett
Commissioner Designee

RNB/ltb/ajl
lbt

Enclosures

Xc: File

GOVERNMENT OF
THE VIRGIN ISLANDS OF THE UNITED STATES
--- 0 ---
DEPARTMENT OF PROPERTY AND PROCUREMENT

SUPPLY CONTRACT

No. S07FDOEC16 (SASS)

This AGREEMENT, made this 1st day of October, 2015
for **Delivery of Goods & Supplies to the Department of Education School Lunch Program** by and
between the Government of the Virgin Islands, hereinafter called the "GOVERNMENT", and
(an individual []), (a partnership []),
(joint venture []), (a corporation [X]), (incorporated in the State of []), (Territory of [X]),
the United States Virgin Islands,
doing business as Stop & Shop Supermarket, LLC
whose address is P.O. Box 1905 Frederiksted, VI 00840
hereinafter called the "CONTRACTOR", Witnesseth:

For, and in consideration of the acceptance of the Contractor's proposal, under Invitation for Bids No. **IFB007DOEC16(S)** opened on **August 6, 2015** and the award of this contract to the Contractor, notification hereof having been made to the Contractor on **September 11, 2015**, and, in further consideration of the covenants and agreements of the parties herein contained, to be well and truly observed and faithfully kept by them, and each of them, it is mutually agreed between the parties as follows:

SECTION 1. That for and in consideration of the price or prices and agreement in his proposal hereto attached and made a part of this Contract, the said Contractor agrees to furnish and deliver any or all of the commodities described in the said Invitation for Bids No. **IFB007DOEC16(S)** at the price or prices stated therein and in strict accordance with the conditions of said accepted proposal. The Advertisement, Invitation for Bids, General Provisions, any Supplemental Provisions and Specifications and the Purchase Order, including any change thereof, are all part and parcel of this Contract and are by this reference, incorporated in this Contract as fully and effectively as if set forth in detail herein.

SECTION 2. The Government, for and in consideration of the full and true performance of the work by the Contractor, agrees to pay the price or prices set forth in the attached Invitation for Bids and the line items as indicated in Attachment A, which are both incorporated by reference, in lawful money of the United States, and the payment shall be made at the time and in the manner set forth in the Invitation for Bids and the General Provisions.

SECTION 3. This Contract shall commence on **October 1, 2015** and shall terminate on **September 30, 2016**, unless mutually extended or terminated by the parties. The services under this contract shall be for a period of **one (1) year** with a renewal option for a period of **one (1) year**. No alterations or variations of the terms of the proposal shall be valid or binding upon the Government unless made in writing and approved by the Government.

SECTION 4. This Contract will remain in force for the full period specified and until all articles or commodities ordered before date of termination shall have been satisfactorily delivered and accepted and/or until all terms and conditions have been met, unless:

- (a) terminated prior to expiration by satisfactory delivery against orders of entire quantities contracted for; or
- (b) extended upon written authorization of the Government and accepted by the Contractor, to permit ordering of unordered balances or additional quantities at contract price or prices and in accordance with the contract terms.

SECTION 5. Failure of the Contractor to deliver within the time specified, or within a reasonable time as interpreted by the Government, or failure to make replacement of rejected commodities when so requested, immediately or as directed by the Government, will constitute authority for the Government to purchase in the open market to replace the commodities rejected or not delivered. The Government reserves the right to authorize immediate purchases in the open market against rejections on this contract when necessary. On all such purchases, the Contractor agrees promptly to reimburse the Government for excess costs occasioned by such purchases. Such purchases will be deducted from contract quantities. However, should public necessity demand it, the Government reserves the right to use or consume commodities delivered which are substandard in quality, subject to an adjustment in price to be determined by the Government.

SECTION 6. By execution of this contract, the Contractor certifies that it is eligible to receive contracts awarded using federally appropriated funds and that it has not been suspended or debarred from entering into contracts with any federal agency. The Contractor shall include this provision in each of its subcontracts hereunder and shall furnish its subcontractors with the current "LIST OF PARTIES EXCLUDED FROM FEDERAL PROCUREMENT OR NON PROCUREMENT." In the event the Contractor or any subcontractor misrepresents its eligibility to receive contract awards using federal funds, the Contractor or subcontractor agrees that it shall not be entitled to payment for any work performed under this contract or any subcontract and that the Contractor or subcontractor shall promptly reimburse the Government of the Virgin Islands for any progress payments heretofore made.

SECTION 7. Contractor warrants that it shall not, with respect to this Contract, make or present any claim upon or against the Government of the Virgin Islands, or any officer, department, board, commission, or other agency thereof, knowing such claim to be false, fictitious, or fraudulent. Contractor acknowledges that making such a false, fictitious, or fraudulent claim is an offense under Virgin Islands law.

SECTION 8. Contractor acknowledges that this Contract is funded, in whole or in part, by federal funds. Contractor warrants that it shall not, with respect to this Contract, make or present any claim knowing such claim to be false, fictitious, or fraudulent. Contractor acknowledges that making such a false, fictitious, or fraudulent claim is a federal offense.

This Contract shall become effective immediately upon and as of the day of signature by the Parties hereto.

IN WITNESS WHEREOF, the parties to these presents have executed this CONTRACT in four (4) counterparts, each of which shall be deemed an original, in the year and day mentioned in the first paragraph.

Witnesses:

GOVERNMENT OF THE VIRGIN ISLANDS

[Handwritten signature]
.....
.....

By: *[Handwritten signature]*

Randolph N. Bennett, Commissioner
Designee

Witnesses:

CONTRACTOR

* *[Handwritten signature]*
.....
* *[Handwritten signature]*
.....

By: *[Handwritten signature]*

Atta Misbeh, Manager
Stop & Shop Supermarket, LLC

If Contractor is a Corporation, seal of Corporation must be affixed.

GOVT. PRTG. OFFICE 5-23-78-3000

ATTACHMENT A

COMPENSATION

The Government, in consideration of the supplies described in the bid's Scope of Work, agrees to make progress payments based on the invoices submitted by the Contractor, **Stop & Shop Supermarket, LLC**. The parties further agree that payments will be made in accordance to actual supplies received.

AWARDED: 3, 40, 41, 42, 43, 44, 45, 56, 57, 69, 70, 71, 75, 77, 79, 80, 81, 82, 83, 85, 86, 104, 108, 116, 118, 119, 120, 121, 122, 123, 133, 134, 135, 136, 139, 140, 141, 142, 143, 144, 145, 146, 147, 162, 175, 178, 182, 184, 186, 188, 194, 195, 196, 197, 231, 251, 252, 271, 272, 273, 274, 309, 310, 315.


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.	1	
ISSUED BY Department of Property & Procurement	ADDRESS 3274 Estate Richmond, Christiansted		

INVITATION FOR BIDS	
DATE ISSUED July 6, 2015	INVITATION NO. IFB007DOEC16(S)
<p>Sealed bids in quintuplicate (5 Sets), 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 attached or incorporated by reference will be received at the above office until 2:00 o'clock PM, Atlantic Standard Time, not later than (date) August 6, 2015, and at that time publicly opened, for furnishing the supplies or services for delivery f.o.b. ST. CROIX, VI</p> <p><i>General information and instructions to Bidders are contained in the terms and conditions on the reverse hereof.</i></p>	

SCHEDULE					
ITEM NO.	SUPPLIES OR SERVICES	QUANTITY (NO OF UNITS)	UNIT	UNIT PRICE	AMOUNT
	Price and Delivery of Goods & Supplies to the Department of Education School Lunch Program on St. Croix, during the period of October 1, 2015 up to and including September 30, 2016.				

BID	→	DATE OF BID
<p>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:</p> <p>_____ PERCENT, 20 CALENDAR DAYS; _____ PERCENT, 30 CALENDAR DAYS</p> <p>BIDDER REPRESENTS (Check appropriate boxes)</p> <p>(1) THAT HE IS <input type="checkbox"/> IS NOT <input type="checkbox"/> 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 <input type="checkbox"/> WILL NOT <input type="checkbox"/> BE MANUFACTURED OR PRODUCED BY A SMALL BUSINESS CONCERN IN THE UNITED STATES, ITS TERRITORIES, ITS POSSESSIONS, OR THE COMMONWEALTH OF PUERTO RICO.</p> <p>(2) THAT HE IS A REGULAR DEALER IN <input type="checkbox"/> MANUFACTURER OF <input type="checkbox"/> THE SUPPLIES BID UPON.</p> <p>(3) (A) THAT HE HAS <input type="checkbox"/> HAS NOT <input type="checkbox"/> 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 <input type="checkbox"/> HAS NOT <input type="checkbox"/> 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.</p> <p>(4) HE OPERATES AS AN INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> CORPORATION <input type="checkbox"/> INCORPORATED IN THE TERRITORY OF THE VIRGIN ISLANDS</p> <p>(5) PREFERRED BIDDER: <input checked="" type="checkbox"/> A BONA FIDE CONTINUOUS RESIDENT OF THE VIRGIN ISLANDS FOR AT LEAST EIGHT (8) YEARS OR <input checked="" type="checkbox"/> WAS BORN IN THE VIRGIN ISLANDS; <input type="checkbox"/> 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 <input checked="" type="checkbox"/> WHO WERE BORN IN THE VIRGIN ISLANDS; <input type="checkbox"/> 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 <input type="checkbox"/> 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.</p>		

NAME & ADDRESS OF BIDDER (Street, City, State and Zip Code) (Type or Print)	SIGNATURE OF PERSON AUTHORIZED TO SIGN BID
STOP and ship s/m 5204 Hannah's Rest Fisted St Croix U.S.V.I 00840	
	TYPE OR PRINT SIGNER'S NAME & TITLE
	Atta Misbel manager

AWARD		DATE OF AWARD
ACCEPTED AS TO ITEMS NUMBERED	AMOUNT	GOVERNMENT OF THE VIRGIN ISLANDS
SUBMIT INVOICE FOR PAYMENT TO:		BY 
Government of the United States Virgin Islands St. Croix, U.S.V.I.		Contracting Officer

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.

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) IFB007DOEC16(S)		Page
Item No.	Description of Item	QTY	UNIT	UNIT PRICE	AMOUNT	
	INCLUDE NUTRITIONAL FACTS AS APPLICABLE					
	GROCERIES STAPLES					
<u>1</u>	Flour; All Purpose, 25lb. Bags. Similar or approved equal to: <i>Southern Mills</i> Brand Name: _____	60	Bag	\$ _____	\$ _____	
<u>2</u>	Whole Wheat Flour, 25lb. Bags. Brand Name: _____	150	Bag	\$ _____	\$ _____	
<u>3</u>	Sugar, Brown; extra fine, pure cane, 24/Cs <i>Domino, Dixie Crystals, Florida Crystals</i> Brand Name: <u>DOMINO</u>	250	Bg/Cs	\$ <u>18.10</u>	\$ <u>4,525.00</u>	
<u>4</u>	Sugar, Granulated; extra fine, pure white cane, 25lb. Bags. <i>Domino, Dixie Crystals, Florida Crystals</i> Brand Name: <u>DOMINO</u>	250	Bag	\$ <u>13.25</u>	\$ <u>3,312.50</u>	
	GROCERIES - DRY GOODS					
	CEREAL; reduced sugar whole grain cereal bowls ; assorted flavors. Each bowl must provide 1 bread/grain component. Must provide a minimum of 8 varieties to include Raisin Bran. The STX Child Nutrition Departments reserve the right to reject this item at anytime due to quality, preference, or any other reason the STX Child Dept. deems appropriate. <i>KELLOGG'S, GENERAL MILLS or acceptable equal</i>					
<u>5</u>	Kellogg's Rice Krispies, 96 per case Similar or approved equal to: <i>Kellogg's</i> Brand Name: <u>Kellogg's</u>	70	Cs.	\$ <u>48.60</u>	\$ <u>3,402.00</u>	
<u>6</u>	Kellogg's Apple Jacks, 96 per case Similar or approved equal to: <i>Kellogg's</i> Brand Name: <u>Kellogg's</u>	70	Cs.	\$ <u>48.60</u>	\$ <u>3,402.00</u>	
<u>7</u>	Kellogg's Corn Pops, 96 per case Similar or approved equal to: <i>Kellogg's</i> Brand Name: <u>Kellogg's</u>	70	Cs.	\$ <u>48.60</u>	\$ <u>3,402.00</u>	
<u>8</u>	Honey Nut Cheerios, 72 Ct. - 96 Ct. per case. Similar or approved equal to: <i>General Mills</i> Brand Name: _____	70	Cs.	\$ _____	\$ _____	
<u>9</u>	Raisin Bran, 96 per case Similar or approved equal to: <i>Kellogg's</i> Brand Name: <u>Kellogg's</u>	70	Cs.	\$ <u>48.60</u>	\$ <u>3,402.00</u>	
	PASTRY; fully baked ready to eat made with whole grain. Each individual portion must contain a min. of 3 grains fiber and maximum of 7 grams fat and 180 mg sodium. Must meet one bread/grain equivalent. Variety of flavors to be selected by SFS. 120/1 oz. cs. <i>KELLOGG'S POP TARTS or acceptable equal</i>					
<u>10</u>	Kellogg's Pop Tarts, Frosted, Blueberry flavor, 80/Cs. Similar or approved equal to: <i>Kellogg's</i> Brand Name: _____	800	Cs.	\$ _____	\$ _____	

Name of Bidder: S&S

IFB007DOEC16(S)

**CONTINUATION SHEET
SUPPLY CONTRACT**

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

Page

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Item No.	Description of Item	QTY	UNIT	UNIT PRICE	AMOUNT
<u>11</u>	Kellogg's Pop Tarts, Frosted, Cinnamon with Whole Grain flavor, 80/Cs. Similar or approved equal to: Kellogg's Brand Name: _____	800	Cs.	\$ _____	\$ _____
<u>12</u>	Kellogg's Pop Tarts, Frosted, Strawberry flavor, 80/Cs. Similar or approved equal to: Kellogg's Brand Name: _____	800	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>	Crackers; Cheese flavored, imprinted with letters, 100 calories, 100/77 oz. per case Similar or approved equal to: Kellogg's or Cheez-Its Brand Name: _____	700	Cs.	\$ _____	\$ _____
<u>16</u>	Cheese Crackers with Cheddar Cheese, 100 per case Similar or approved equal to: Kraft Brand Name: _____	700	Cs.	\$ _____	\$ _____
<u>17</u>	Crackers; Animal Smacker's/Crackers, a 1oz. pkg. counts as 1 bread serving. Similar or approved equal to: MJM, Kellogg's Brand Name: _____	1,250	Cs.	\$ _____	\$ _____
<u>18</u>	Keebler Elf Grahams with Calcium Similar or approved equal to: Keebler Brand Name: _____	700	Cs.	\$ _____	\$ _____
<u>19</u>	Crunchmania Cinnamon Buns Similar or approved equal to: Crunchmania Brand Name: _____	700	Cs.	\$ _____	\$ _____
<u>20</u>	Crunchmania French Toast Similar or approved equal to: Crunchmania Brand Name: _____	700	Cs.	\$ _____	\$ _____
<u>21</u>	Cereal Bars, Rice Krispies; chewy cereal bars, 96 individually wrapped. 1.6oz. Zero trans fats; Gluten Free, Peanut Free Similar or approved equal to: Kellogg's Brand Name: _____	700	Cs.	\$ _____	\$ _____
<u>22</u>	Breakfast Breaks - Each serving (1 meal) provides 2oz equivalent grain servings and 1/2 cup fruit based on the USDA Food Buying Guide Requirements. Best-If-Used-By: 4 months Cocoa Puffs Reduced Sugar (WG) Each packet contains Cereal, Fruit Serving, Additional Snack, Spoon, Straw and napkin 60/cs Brand Name: _____	500	Cs.	\$ _____	\$ _____
<u>23</u>	Lucky Charms (WG) Each packet contains Cereal, Fruit Serving, Additional Snack, Spoon, Straw and napkin 60/cs Brand Name: _____	500	Cs.	\$ _____	\$ _____

Name of Bidder:

S&S

IFB007DOEC16(S)

**CONTINUATION SHEET
SUPPLY CONTRACT**

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

Page

IFB007DOEC16(S)

Item No.	Description of Item	QTY	UNIT	UNIT PRICE	AMOUNT
<u>24</u>	Honey Nut Cherrios (WG) Each packet contains Cereal Fruit Serving, Additional Snack, Spoon, Straw and napkin 72/cs. Brand Name: _____	500	Cs	\$ _____	\$ _____
<u>25</u>	Trix Reduced Sugar (WG) Each packet contains Cereal, Fruit Serving, Additional Snack, Spoon, Straw and napkin 60/cs. Brand Name: _____	500	Cs	\$ _____	\$ _____
<u>26</u>	Golden Grahams (WG) Each packet contains Cereal, Fruit Serving, Additional Snack, Spoon, Straw and napkin 72/cs. Brand Name: _____	500	Cs	\$ _____	\$ _____
<u>27</u>	Fruity Cherrios (WG) Each packet contains Cereal, Fruit Serving, Additional Snack, Spoon, Straw and napkin 60/cs. Brand Name: _____	500	Cs	\$ _____	\$ _____
<u>28</u>	Cherrios with Craisins (WG) Each packet contains Cereal, Fruit Serving, Additional Snack, Spoon, Straw and napkin 60/cs. Brand Name: _____	500	Cs	\$ _____	\$ _____
<u>29</u>	Sugar Cinnamon Toast Crunch (WG) Each packet contains Cereal, Fruit Serving, Additional Snack, Spoon, Straw and napkin 72/cs Brand Name: _____	500	Cs	\$ _____	\$ _____
<u>30</u>	Sugar Cinnamon Toast Crunch with Applesauce (WG) Each packet contains Cereal, Fruit Serving, Additional Snack, Spoon, Straw and napkin 72/cs Brand Name: _____	500	Cs	\$ _____	\$ _____
<u>31</u>	Rice; Brown Rice, brown, 25lbs. per case Similar or approved equal to: Uncle Bens Brand Name: _____	450	Cs	\$ _____	\$ _____
<u>32</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>33</u>	Macaroni, Whole Wheat: 20lbs./Cs., (100% whole wheat Semolina). Similar or approved equal to: De Cecco Brand Name: _____	750	Cs.	\$ _____	\$ _____
<u>34</u>	Lasagna Noodles, Whole Wheat; 12/2lb. per case. Brand Name: _____	450	Cs.	\$ _____	\$ _____
<u>35</u>	Spaghetti, Whole Wheat (Vermicelli), 20lb. box. (100% whole wheat Semolina). Similar or approved equal to: Lorosud Brand Name: _____	450	Cs.	\$ _____	\$ _____
<u>36</u>	Spaghetti, Thin (Vermicelli), 20lb. box. (100% Semolina). Similar or approved equal to: Lorosud Brand Name: _____	450	Cs	\$ _____	\$ _____
<u>37</u>	Bread Crumbs, 2/5lb. per case. Brand Name: _____	300	Cs.	\$ _____	\$ _____

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38	Oats; Rolled; quick cooking; bright uniform creamy color, free from rancid, bitter, musty or other undesirable flavors or odors; 12/42 oz. box./Cs. Similar or approved equal to: Diamond Crystal, Quaker or Hospitality Brand Name: _____	120	Cs.	\$ _____	\$ _____
39	Cream of Wheat, 12/28 oz. Bxs. per case. Similar or approved equal to: Quick, Nabisco Brand Name: <u>Nabisco</u>	240	Cs.	\$ <u>41.36</u>	\$ <u>9,926.40</u>
40	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. serving. Similar or approved equal to: Asian Food Solutions 78100 Brand Name: <u>Asian Food Solution</u>	120	Cs.	\$ <u>106.70</u>	\$ <u>12,804.00</u>
41	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: <u>Asian Food Solutions</u>	120	Cs.	\$ <u>109.20</u>	\$ <u>13,104.00</u>
42	Vegetable Fried Rice (Whole Grain Brown Rice); Tossed with mixed vegetables & lightly seasoned with soy sauce. 6/5lb bags per case. Calories not to exceed 150, fat not to exceed 2g & sodium not to exceed 775 mg. per 5 oz. serv. Similar or approved equal to: Green Dragon # 78001 Brand Name: <u>Asian Food Solutions</u>	120	Cs.	\$ <u>106.20</u>	\$ <u>12,744.00</u>
43	Vinegar White in 4-1 Gal. Plastic Bottles Only. 4/Cs Similar or approved equal to: Chef's Choice Brand Name: <u>Chef's choice</u>	350	Cs.	\$ <u>14.30</u>	\$ <u>3,005.00</u>
44	Oil, Soy Vegetable, 1-35 Gal. Similar or approved equal to: Nugget Brand Name: <u>Chef's choice</u>	350	Cs.	\$ <u>30.25</u>	\$ <u>10,587.00</u>
45	Lemon Juice in 1 Gal. Plastic Bottles Only. 4/Cs Similar or approved equal to: Real Lemon Brand Name: <u>chef's choice</u>	350	Cs.	\$ <u>21.33</u>	\$ <u>7,465.00</u>
46	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.	\$ _____	\$ _____
GROCERY - CANNED FRUIT					
47	Applesauce, Sweetened, 6/#10 cans per case. Brand Name: _____	800	Cs.	\$ _____	\$ _____
48	Tropical Fruits, 6/#10 cans per case. Brand Name: _____	800	Cs.	\$ _____	\$ _____
49	Fruit Cocktail, 6/#10 cans per case. Brand Name: <u>chef's choice</u>	800	Cs.	\$ <u>46.10</u>	\$ <u>36,880.00</u>

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50	Yellow Cling Peaches, light syrup, #10 can, 6/Cs., drain, weight 63 oz. Similar or approved equal to: Dole Brand Name: _____	800	Cs.	\$	\$	
51	Pear Halves, 6/#10 cans per case. Brand Name: <u>Chet's choice</u>	800	Cs.	\$ 42.50	\$ 34,000.00	
52	Purple Plums, 6/#10 cans per case. Brand Name: _____	800	Cs.	\$	\$	
53	Raisins, seedless; 24/1.5oz per case. Brand Name: <u>Dole</u>	250	Cs.	\$ 76.25	\$ 19,062.50	
54	Pineapple Chunks, in Light Syrup, 6/#10 Cans/Cs. Similar or approved equal to: Dole, Roland or Celebrity Brand Name: _____	800	Cs.	\$	\$	
55	Pineapple Slice, in Light Syrup, 6/#10 Cans/Cs. Similar or approved equal to: Dole, Roland or Celebrity Brand Name: _____	800	Cs.	\$	\$	
GROCERY - BEANS						
56	Kidney Beans, US Grade B; plain pack; 6/#10 can per Cs. Similar or approved equal to: Allen or Hanover Brand Name: <u>Albergo</u>	800	Cs.	\$ 33.75	\$ 27,000.00	
57	Dry Lentils, U.S. Grade B, 20lb. Bags. Brand Name: <u>Albergo</u>	400	Bag	\$ 24.90	\$ 9,960.00	
FRESH PRODUCE						
<p>We are participating in the USVI "Farm to School" initiative and request pricing on produce grown in the territories, when applicable. Whenever possible, product must be grown in the United States or United States territories and notification must be given to the Food Service Office before the produce is purchased from a foreign country for approval and/or outlined in the bid proposal submitted to USVI Property and Procurement the type of produce purchased throughout the year in foreign soil.</p> <p>PRODUCT CONDITION: Unless otherwise indicated, all fruits and vegetables must have less than 2% decay at point of acceptance. All product must be fully mature and in good commercial condition with regard to texture, juiciness, firmness, and temperature in accordance with its type and varietal attributions.</p> <p>GRADES:</p>						
58	Slicer Tomato, Standard round tomatoes, hybrid & Heirloom, USDA Certified Organic, 20lb/case Brand Name: _____	100	Cs.	\$	\$	
59	Romano Beans, Flat type Italian greenbean, USDA Certified Organic 3/4 bushel boxes, approx 6-8 lbs Brand Name: _____	100	Cs.	\$	\$	
60	Purple Long Bean, Asian greenbean, USDA Certified Organic 3/4 bushel boxes, approx 6-8lbs Brand Name: _____	100	Cs.	\$	\$	
61	Watermelon, Small & Large variety, Red Flesh USDA Certified Organic Brand Name: _____	100	lbs.	\$	\$	
62	Eggplant, Standard Black round or other variety, USDA Certified Organic 3/4 bushel boxes, approx 10lb/box Brand Name: _____	100	Box.	\$	\$	

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63	Kale, Large leafy green, USDA Certified Organic 4lb bags/case Brand Name: _____	100	Cs.	\$ _____	\$ _____
64	Salad Greens, variety of leaf lettuce, USDA Certified Organic, 4lb bags/case Brand Name: _____	100	Cs.	\$ _____	\$ _____
65	Cucumber, Standard, USDA Certified Organic, 10-12 lbs per case Brand Name: _____	100	Cs.	\$ _____	\$ _____
66	Pumpkin (Calabasa), Large pumpkin type squash, USDA Certified Organic Brand Name: _____	100	lbs	\$ _____	\$ _____
67	Butternut Squash, Standard butternuts, USDA Certified Organic 3/4 bushel by the pound Brand Name: _____	100	lbs	\$ _____	\$ _____
68	Head Lettuce, Green and Red Lettuce, Grand Rapids type, USDA Certified Organic. 10-15 head per case. Brand Name: _____	100	Cs	\$ _____	\$ _____
69	Granny Smith Apples - X Fancy Granny Smith, 88 ct./Cs. Brand Name: <u>Direct Fresh</u>	1,000	Cs.	\$ 44.25	\$ 44,250.00
70	Gala Apples - ROYAL GALA, 113 Ct./Cs. Brand Name: <u>Direct Fresh</u>	900	Cs.	\$ 44.70	\$ 40,230.00
71	Golden Delicious Apples - GOLD, 113 Ct./Cs. Brand Name: <u>Direct Fresh</u>	900	Cs.	\$ 41.20	\$ 37,080.00
72	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.	\$ _____	\$ _____
73	Diced Cinnamon Apples; 6/2lb. bags., 12 lbs. per case. Varieties - Empire, Gala. Dice size 1/2" - 5/8". Brand Name: _____	800	Cs.	\$ _____	\$ _____
74	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. Brand Name: _____	300	Cs.	\$ _____	\$ _____
75	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: <u>Florida</u>	300	Cs.	\$ 45.10	\$ 13,530.00
76	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.	\$ _____	\$ _____
77	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: <u>Direct Fresh</u>	350	Cs.	\$ 42.00	\$ 14,700.00

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78	Garlic White, 30lbs./Cs with little or no signs of spotting, mushiness or other decay. Clean Appearance. Brand Name: <u>Direct Fresh</u>	300	Cs.	\$ 89.30	\$ 26,790.00
79	Onions, Jumbo, Yellow, 50lb sack with little or no signs of spotting, mushiness or other decay. Clean Appearance. Brand Name: <u>Direct Fresh</u>	300	Cs.	\$ 41.60	\$ 12,480.00
80	Tomatoes, 5X6, 20lbs/Cs., U.S. No. 1, pink and firm with smooth skin, Minimum weight per tomato 4 oz.	400	Cs.	\$ 38.00	\$ 15,200.00
81	Red Peppers, U.S. No. 1, crispy texture, 5lb.	400	Cs.	\$ 38.60	\$ 15,440.00
82	Green Peppers, U.S. No. 1, Fancy, crispy texture, 5lb., 25-30 per case.	400	Cs.	\$ 42.00	\$ 16,800.00
83	Watermelon, 1 CT 27lbs. Avg., US #1, Firm, red, sweet	900	Ea.	\$ 24.03	\$ 21,627.00
84	Cucumber, 24 Ct./Cs. K#55120	400	Cs.	\$ 48.10	\$ 19,240.00
85	Cabbage, Green, Shredded for coleslaw 4/5lb. bags per Cs. Brand Name: <u>Direct Fresh</u>	400	Cs.	\$ 33.50	\$ 13,400.00
86	Coleslaw Mix w/ Shredded Carrots. 4/5lb. bags per Cs., U.S. No. 1, Vacuum packed, Shelf life 10 days. Brand Name: <u>Direct Fresh</u>	400	Cs.	\$ 33.50	\$ 13,400.00
Vegetables - Canned & Frozen					
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					
87	Beans, Green; Grade B, uniform 1" cut, 2 to 6 sieve, round, lightly seeded varieties. 12/2lb. per case. Similar or approved equal to: <u>Terragreen</u> Brand Name: _____	1,950	Cs.	\$ _____	\$ _____
88	Broccoli Florets, IQF, medium broccoli florets, 3/4"-1 1/4", 12/2lb. per case. Similar or approved equal to: <u>Asian Food Solutions</u> Brand Name: <u>Asian Food Solutions</u>	1,440	Cs.	\$ 40.50	\$ 58,320.00
89	Peas & Carrots, IQF, peas and diced carrots. 12/2lb. per case. Similar or approved equal to: <u>Asian Food Solutions, Bonduelle</u> Brand Name: <u>Asian Food Solution</u>	500	Cs.	\$ 35.80	\$ 17,900.00
90	Cali Blend - Carrot, Cauliflower and Broccoli, Grade A. 12/2lb. per case. Similar or approved equal to: <u>Packer, Asian Food Solutions</u> Brand Name: <u>Fresh Frozen</u>	480	Cs.	\$ 39.90	\$ 19,152.00

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91	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 or Flavor Valley Brand Name: _____	400	Cs.	\$ _____	\$ _____
92	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 or Flavor Valley Brand Name: _____	400	Cs.	\$ _____	\$ _____
93	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 or Flavor Valley Brand Name: _____	400	Cs.	\$ _____	\$ _____
94	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. 2010 Similar or approved equal to: Bonduelle Brand Name: <u>Asian Food Solution</u>	1,440	Cs.	\$ <u>3580</u>	\$ <u>51,552.00</u>
95	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 Brand Name: _____	1,440	Cs.	\$ _____	\$ _____
96	Mixed Vegetables - Grade A, 12/2lb. per case. 2010 Brand Name: <u>Asian Food Solution</u>	500	Cs.	\$ <u>36.89</u>	\$ <u>53,121.60</u>
97	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 Brand Name: <u>Fresh Frozen</u> 12-21b	500	Cs.	\$ <u>42.70</u>	\$ <u>21,350.00</u>
98	Chopped Spinach - Grade A, 12/2lb. per case. 12-21b Brand Name: <u>Asian Food Solution</u>	500	Cs.	\$ <u>36.30</u>	\$ <u>18,150.00</u>
99	Corn on the Cob, 96 Ct. per case. Brand Name: _____	400	Cs.	\$ _____	\$ _____
100	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: <u>Alberto</u>	4,450	Cs.	\$ <u>33.49</u>	\$ <u>149,030.50</u>

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101	Cut Green Beans; Grade A or Fancy, 6/#10 cans per case. Brand Name: _____	2,250	Cs.	\$	\$
102	Potatoes White, Insant, Mashed. 6/#10 cans per case. Similar or approved equal to: Purchased Commercially, Trio Brand Name: _____	2,250	Cs.	\$	\$
103	Potatoes Sweet, in Water. 6/#10 cn/cs Similar or approved equal to: Nugget Brand Name: _____	2,250	Cs.	\$	\$
104	Tomatoes; Concentrated, crushed all purpose. 6/#10 cans per case. Similar or approved equal to: Purchased Commercially, Red Gold RPKDX99 Brand Name: <u>chef's choice</u>	2,250	Cs.	\$ 28.00	\$ 63,000.00
105	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. bags per case. Similar or approved equal to: McCain #00024, Lamb Weston Brand Name: _____	1,000	Cs.	\$	\$
106	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.	\$	\$
107	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. Cut from whole potatoes not extruded. Similar or approved equal to: McCain #MCF 04566, Bright Harvest Brand Name: _____	1,250	Cs.	\$	\$
108	Sliced Beets, 6/#10 cans per case. Brand Name: <u>chef's choice</u>	2,250	Cs.	\$ 32.00	\$ 72,000.00
109	Spinach, chopped, 6/#10 cans per case. Similar or approved equal to: Paris Foods Brand Name: _____	450	Cs.	\$	\$
110	Diced Beets, 6/#10 cans per case. Brand Name: _____	450	Cs.	\$	\$
111	Plantains, Sweet, sliced. Precooked, heat and serve. 6/5lb. bags per case. Similar or approved equal to: Latin Fiesta Brand Name: <u>Asia Good 4-6LB</u>	750	Cs.	\$ 47.25	\$ 35,437.50

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Item No.	Description of Item	QTY	UNIT	UNIT PRICE	AMOUNT	
112	Yucca, Peeled, Frozen, Ready to cook, not fried. 6/5lb. bags per case. Similar or approved equal to: Latin Fiesta Brand Name: _____	700	Cs.	\$	\$	
CONDIMENTS						
113	Sauce, Worcestershire, 4/1 gal. bottle, 12 Ct. per Cs., Must be splittable. Similar or approved equal to: Lee and Perrins Brand Name: <u>chef choice</u>	250	Cs.	\$24.35	\$6,087.50	
114	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.	\$	\$	
115	Mayonnaise; Reduced Calorie or low fat, 4/1 gallon btls./Cs. Calories not to exceed 110 per 1 Tbsp. portion. Similar or approved equal to: Hellmans, Kens or Kraft Brand Name: _____	200	Cs.	\$	\$	
116	Ketchup; individual, 9 grams, 6/#10 Cans/Cs. Similar or approved equal to: Purchased Commercially Red Gold Brand Name: <u>chef choice</u>	2,250	Cs.	\$33.00	\$74,250.00	
117	Ketchup; individual dunk cups, 200 Ct. Similar or approved equal to: Purchased Commercially Red Gold Brand Name: _____	1,500	Cs.	\$	\$	
118	Ketchup; individual packets 1000/Cs Similar or approved equal to: Purchased Commercially Red Gold Brand Name: <u>Port</u>	1,000	Cs.	\$22.25	\$22,250.00	
119	Jerk, Caribbean Seasoning; 16oz.-18oz. containers, cases must be splittable. Similar or approved equal to: McCormick Brand Name: <u>Babia</u>	200	Cs.	\$29.10	\$5,820.00	
120	Tomato Sauce, 6/#10 Cans/Cs. Similar or approved equal to: Purchased Commercially Red Gold RPKUA99 Brand Name: <u>chef choice</u>	200	Cs.	\$29.80	\$5,960.00	
121	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 Brand Name: <u>chef's choice</u>	250	Cs.	\$30.00	\$7,500.00	
122	Sauce, BBQ, 4-1 Gal Bottles/Cs. Similar or approved equal to: Open Pit, Harris Brand Name: <u>chef choice</u>	1200	Cs.	\$26.00	\$31,200.00	
123	Marinara Sauce, 6 -#10 Cans. Similar or approved equal to: Del Monte Brand Name: <u>chef choice</u>	1200	Cs.	\$30.00	\$36,000.00	

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124	Marinara Sauce, 2 oz. individual dipping cups. 60 cups per case, all purpose marinara sauce. Similar or approved equal to: Purchased Commercially Red Gold REDNA2296 Brand Name: _____	250	Cs.	\$ _____	\$ _____
125	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.	\$ _____	\$ _____
126	Low Sodium Soy Sauce; Reduced sodium. 4/1 gallon. Must be splittable. Similar or approved equal to: La Choy, Kikoman Brand Name: _____	400	Cs.	\$ _____	\$ _____
127	Salt; Iodized or plain, evaporated, 24/26 oz. bxs per Cs. Similar or approved equal to: Cargill Brand Name: <u>Cheff choice</u>	500	Cs.	\$ 18.00	\$ 9,000.00
128	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.	\$ _____	\$ _____
129	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. Similar or approved equal to: Legout, Ventura Brand Name: _____	250	Cs.	\$ _____	\$ _____
130	Peanut Butter; 6 - 5# cans per case. USDA Grade Similar or approved equal to: JIF, Skippy or Peter Pan Brand Name: <u>Peter Pan</u>	700	Cs.	\$ 92.25	\$ 64,575.00
131	Asst. Jelly, individual cups; assorted jellies; 1/2 oz., 200/cs. Assorted jellies to include; mixed fruit, grape, and apple. Similar or approved equal to: Heinz, Hellmans or Kraft Brand Name: <u>Font</u>	1,000	Cs.	\$ 20.00	\$ 20,000.00
132	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.	\$ _____	\$ _____
133	Poultry Seasoning; 12oz.-16oz. containers, cases must be splittable. Similar or approved equal to: McCormick Brand Name: <u>6-22oz Babia</u>	150	Cs.	\$ 33.00	\$ 4,950.00
134	Paprika, Ground; 16oz.-18 oz. containers, cases must be splittable. Similar or approved equal to: McCormick Brand Name: <u>6-16oz Babia</u>	150	Cs.	\$ 29	\$ 4,350.00

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135	Parsley Flakes; 10oz.-16oz. containers, cases must be splittable. Similar or approved equal to: McCormick Brand Name: <u>4-12oz Badia</u>	150	Cs.	\$ 30.00	\$ 4,500.00
136	Garlic, Granulated; 26 oz. containers, cases must be splittable. Similar or approved equal to: McCormick Brand Name: <u>6-24oz Badia</u>	150	Cs.	\$ 41.00	\$ 6,150.00
137	Ground Nutmeg; 16oz.-18 oz. containers, cases must be splittable. Similar or approved equal to: McCormick Brand Name: <u>6-16oz Badia</u>	100	Cs.	\$ 86.00	\$ 8,600.00
138	Cinnamon Stick; 16oz.-18 oz. containers, cases must be splittable. Similar or approved equal to: McCormick Brand Name: <u>6-18 Badia</u>	100	Cs.	\$ 46.00	\$ 4,600.00
139	Cinnamon, Ground; 16oz.-18 oz. containers, cases must be splittable. Similar or approved equal to: McCormick Brand Name: <u>6-16oz Badia</u>	70	Cs.	\$ 27.00	\$ 1,890.00
140	Vanilla Extract, imitation, 32 oz. containers, cases must be splittable. Similar or approved equal to: Bakers Classic Brand Name: <u>Cheff choice</u>	70	Cs.	\$ 19.00	\$ 1,330.00
141	Pepper, Black, Fine Ground; 16oz.- 18 oz. containers, cases must be splittable. Similar or approved equal to: McCormick Brand Name: <u>6-16oz Badia</u>	70	Cs.	\$ 66.00	\$ 4,620.00
142	Basil, Whole Leaf; 16oz.- 20oz. containers, cases must be splittable. Similar or approved equal to: Arrezio Brand Name: <u>4-24oz Badia</u>	70	Cs.	\$ 27.00	\$ 1,890.00
143	Onion Powder, Granulated; 16oz.- 18oz. containers, cases must be splittable. Similar or approved equal to: McCormick Brand Name: <u>6-18oz Badia</u>	100	Cs.	\$ 34.00	\$ 3,400.00
144	Oregano Leaves; 1.5 lbs. containers, cases must be splittable. Similar or approved equal to: McCormick Brand Name: <u>4-1.35lb Badia</u>	70	Cs.	\$ 35.00	\$ 2,450.00
145	Cumin, Ground; 12oz.-16oz. containers, cases must be splittable. Similar or approved equal to: McCormick Brand Name: <u>6-16oz Badia</u>	70	Cs.	\$ 26.00	\$ 1,820.00
146	Chili Powder; 16oz.- 20oz. containers, cases must be splittable. Similar or approved equal to: McCormick Brand Name: <u>6-16oz Badia</u>	70	Cs.	\$ 30.00	\$ 2,100.00
147	Season Salt; 35 oz. containers, cases must be splittable. Similar or approved equal to: McCormick Brand Name: <u>6-32oz Badia</u>	70	Cs.	\$ 23.00	\$ 1,610.00

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Item No.	Description of Item	QTY	UNIT	UNIT PRICE	AMOUNT
<u>148</u>	French Salad Dressing; Individual packets, 1000/ct Similar or approved equal to: Kraft Brand Name: _____	700	Cs	\$ _____	\$ _____
<u>149</u>	Thousand Island Salad Dressing; Individual packets, 1000/ct Similar or approved equal to: Kraft Brand Name: _____	700	Cs	\$ _____	\$ _____
FROZEN GROCERIES					
<u>150</u>	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.	\$ _____	\$ _____
<u>151</u>	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.	\$ _____	\$ _____
<u>152</u>	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.	\$ _____	\$ _____
<u>153</u>	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.	\$ _____	\$ _____
<u>154</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.	\$ _____	\$ _____
<u>155</u>	Sausage Egg and Cheese Stuffed Sandwich 51% Whole Grain Crust filled with turkey sausage, scrambled eggs and Mozzarella Cheese. Each 2.27oz. Portion to provide 110 calories with no more than 6.5 fat grams. 96 per cs. Similar or approved equal to: Beacon Street Cafe -55296 Brand Name: _____	500	Cs	\$ _____	\$ _____
FROZEN GROCERIES - SNACKS					
<u>156</u>	GoodyRing; Whole Grain; Frozen, Thaw and Serve Individually wrapped, Peanut Free, 80 - 2.5oz per case. Similar or approved equal to: Super Bakery's Goodyman Brand Name: _____	700	Cs	\$ _____	\$ _____
<u>157</u>	Cinnamon Burst; Ultra Muffin, Whole Grain, Frozen, Thaw and Serve; Individually wrapped, Peanut Free. 72 - 2oz per case. Similar or approved equal to: Brand Name: _____	700	Cs	\$ _____	\$ _____

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Item No.	Description of Item	QTY	UNIT	UNIT PRICE	AMOUNT	
<u>158</u>	Vanilla Cupcake; Whole Grain, Frozen, Thaw and Serve Individually wrapped, Peanut Free, 72 - 1.5oz per case Similar or approved equal to: Super Bakery's Goodyman Brand Name: _____	700	Cs	\$ _____	\$ _____	
<u>159</u>	Zucchini Bread Slice, Whole Grain, Frozen, Thaw & Serve Individually wrapped, Peanut Free. 70 - 3.4oz per case Similar or approved equal to: Brand Name: _____	700	Cs	\$ _____	\$ _____	
<u>160</u>	Very Berry Mini Loaf, Whole Grain, Frozen, Thaw & Serve Individually wrapped, Peanut Free, 90 - 2oz per case Similar or approved equal to: Brand Name: _____	700	Cs	\$ _____	\$ _____	
<u>161</u>	Banana Bread Slice; Whole Grain, Frozen, Thaw & Serve Individually wrapped, Peanut Free, 70 - 3.4oz per case Similar or approved equal to: Brand Name: _____	700	Cs	\$ _____	\$ _____	
OILS, MARGARINES & SOUPS						
<u>162</u>	Margarine; solids, 30/1 lb. prints per case. Zero trans fats. Similar or approved equal to: Ventura, Gold-N-Sweet 16840 Brand Name: <u>hy-top</u>	100	Cs.	\$ <u>35.00</u>	\$ <u>3,500.00</u>	
<u>163</u>	Oil, pure vegetable; No Trans fats. 6/1 gallon plastic containers per case, Must be splittable. Similar or approved equal to: Ventura, Crisco, Mazola Brand Name: <u>Alberto</u>	250	Cs	\$ <u>40.00</u>	\$ <u>10,000.00</u>	
<u>164</u>	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 56240 Brand Name: _____	100	Cs.	\$ _____	\$ _____	
<u>165</u>	Soup, Vegetable; Condensed; 12/50 oz. cans per case. Similar or approved equal to: Campbells, Heinz Brand Name: _____	250	Cs.	\$ _____	\$ _____	
<u>166</u>	Soup, Vegetable Vegetarian; Condensed; 12/50 oz. cans per case. Similar or approved equal to: Campbells, Heinz Brand Name: _____	250	Cs.	\$ _____	\$ _____	
<u>167</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>168</u>	Soup, Clam Chowder, Condensed; 12/50 oz. cans per case. Similar or approved equal to: Campbells, Heinz Brand Name: _____	250	Cs.	\$ _____	\$ _____	

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DAIRY PRODUCTS					
169	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.	\$ _____	\$ _____
170	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.	\$ _____	\$ _____
171	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.	\$ _____	\$ _____
172	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. Brand Name: _____	500	Cs.	\$ _____	\$ _____
173	Cheese Sauce; 6/#10 cans per case Similar or approved equal to: _____ Brand Name: <u>Cheese Wize</u>	400	Cs.	\$ <u>105.00</u>	\$ <u>42,000.00</u>
174	Cream Cheese, Individual, 1 oz. portion in squeezable pouch. Similar or approved equal to: Block and Barrel Brand Name: _____	800	Cs.	\$ _____	\$ _____
175	Evaporated Milk, 12oz. Cans. Similar or approved equal to: Carnation Brand Name: <u>Red & White</u> <u>24 / 12oz can</u>	150	Cs.	\$ <u>25.00</u>	\$ <u>3,750.00</u>
176	Milk, Lactose Free Brand Name: _____	100	Cs.	\$ _____	\$ _____
177	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.	\$ _____	\$ _____
178	Milk, UHT Low Fat, 32oz. Containers. Similar or approved equal to: Parmelot Brand Name: <u>Indulac Milk</u>	4,000	Cs.	\$ <u>20.00</u>	\$ <u>80,000.00</u>
179	Eggs, Fresh Brand Name: <u>Sunny Fresh</u> <u>Base on market price</u>	250	Cs.	\$ <u>90.00</u>	\$ <u>22,500.00</u>

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180	Yogurt; 4 oz., 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.	\$	\$
181	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. Similar or approved equal to: Eggs Michaels #54246, Sunny Fresh 40126 Brand Name: _____	750	Cs.	\$	\$
182	Milk, White; Pasteurized Fluid 8 oz., Low-Fat (1%) Brand Name: <u>Borden</u>	2,860	Cs.	\$ 35.60	\$ 101,816.00
183	Milk, Strawberry; Pasteurized Fluid 8 oz., Low-Fat (1%) Brand Name: _____	720	Cs.	\$	\$
184	Milk, Chocolate; Pasteurized Fluid 8 oz., Low-Fat (1%) Brand Name: <u>Borden</u>	300	Cs.	\$ 35.60	\$ 10,680.00
185	Milk, Banana; Pasteurized Fluid 8 oz., Low-Fat (1%) Brand Name: _____	750	Cs.	\$	\$
186	Milk, White; Pasteurized Fluid 8 oz., Fat Free Brand Name: <u>Borden</u>	2,880	Cs.	\$ 35.60	\$ 102,528.00
187	Milk, Strawberry; Pasteurized Fluid 8 oz., Fat Free Brand Name: _____	720	Cs.	\$	\$
188	Milk, Chocolate; Pasteurized Fluid 8 oz., Fat Free Brand Name: <u>Borden</u>	300	Cs.	\$ 35.60	\$ 10,680.00
189	Milk, Banana; Pasteurized Fluid 8 oz., Fat Free Brand Name: _____	750	Cs.	\$	\$
190	Milk, Flavored; Fat Free, shelf stable, 8 oz. Brand Name: _____	200	Cs.	\$	\$
191	Milk, Flavored; Low-Fat (1%), shelf stable, 8 oz. Brand Name: _____	200	Cs.	\$	\$
192	Milk, White; Fat Free, shelf stable, 8 oz. Brand Name: _____	200	Cs.	\$	\$

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193	Milk, White; Low-Fat (1%), shelf stable, 8 oz. Brand Name: _____	200	Cs.	\$ _____	\$ _____
194	Milk, White; Low-Fat (1%), 64 oz. Box. REFRIGERATED ONLY. Brand Name: <u>Borden 9/64 oz</u>	200	Cs.	\$ 29.00	\$ 5,800.00
195	Milk, White; Fat Free, 64 oz. Box. REFRIGERATED ONLY. Brand Name: <u>Borden 9/64 oz</u>	200	Cs.	\$ 29.00	\$ 5,800.00
196	Milk, White; Low-Fat (1%), 32 oz. Box. REFRIGERATED ONLY. Brand Name: <u>Borden 12/32 oz</u>	200	Cs.	\$ 32.00	\$ 6,400.00
197	Milk, White; Fat Free, 32 oz. Box. REFRIGERATED ONLY. Brand Name: <u>Borden 12/32 oz</u>	200	Cs.	\$ 32.00	\$ 6,400.00
JUICES					
198	Apple Fruit Juice, 100%, 70 - 4oz cartons per case Brand Name: _____	1,440	Cs.	\$ _____	\$ _____
199	Apple Cherry; Fruit Juice, 4oz. Brand Name: _____	1,440	Cs.	\$ _____	\$ _____
200	Orange Fruit Juice, 100%, 4oz. Brand Name: _____	960	Cs.	\$ _____	\$ _____
201	Grape Fruit Juice, 100%, 4oz. Brand Name: _____	960	Cs.	\$ _____	\$ _____
202	Orange Pineapple Fruit Juice, 100%, 4oz. Brand Name: _____	960	Cs.	\$ _____	\$ _____
203	Tropical Island Splash; 70 - 4oz cartons per case Brand Name: _____			\$ _____	\$ _____
204	Apple Fruit Juice, 100%, 6oz. Brand Name: _____	1,440	Cs.	\$ _____	\$ _____
205	Apple Cherry; Fruit Juice, 70 - 6oz cartons per case Brand Name: _____	1,440	Cs.	\$ _____	\$ _____
206	Orange Juice, 100% Juice, 6oz. Brand Name: _____	1440	Cs.	\$ _____	\$ _____
207	Orange Pineapple Juice, 100% Juice, 6oz. Brand Name: _____	1440	Cs.	\$ _____	\$ _____
208	Tropical Island Splash; 70 - 6oz cartons per case Brand Name: _____			\$ _____	\$ _____
209	Grape Juice, 100% Juice, 6oz. Brand Name: _____	1,440	Cs.	\$ _____	\$ _____

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<u>210</u>	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	\$ _____	\$ _____
<u>211</u>	Apple Fruit Juice, 100%, 8oz. Brand Name: _____	1,440	Cs.	\$ _____	\$ _____
<u>212</u>	Orange Juice, 100% Juice, 8oz. Brand Name: _____	300	Cs.	\$ _____	\$ _____
<u>213</u>	Grape Juice, 100% Juice, 8oz. Brand Name: _____	960	Cs.	\$ _____	\$ _____
<u>214</u>	Orange Pineapple Juice, 100% Juice, 8oz. Brand Name: _____	300	Cs.	\$ _____	\$ _____
MEAT & POULTRY					
<u>215</u>	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. Similar or approved equal to: Purchased Commercially JTM 5046CE, Pierre 9373 Brand Name: _____	600	Cs.	\$ _____	\$ _____
<u>216</u>	Beef Diced, 1" Thick Boneless, 10lb Bags, 40lb/Cs Similar or approved equal to: Choice Brand Name: <u>Choice</u>	30,000	Lbs	\$ <u>5.49</u>	\$ <u>164,700.00</u>
<u>217</u>	Ground Turkey, 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>218</u>	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.	\$ _____	\$ _____
<u>219</u>	Beef Patties; 2oz., 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.	\$ _____	\$ _____

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	VEGETARIAN/GARDEIN (PROTEIN) PRODUCTS			\$ _____	\$ _____
220	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: <i>Morningstar Farms 28989-97765</i> Brand Name: <u>Morning Star</u>	200	Cs.	\$ 45.00	\$ 9,000.00
221	Burger, Veggie; 48 Ct. per case. Similar or approved equal to: <i>Morningstar Farms</i> Brand Name: <u>Morning Star</u>	200	Cs.	\$ 37.00	\$ 7,400.00
222	Vegetarian Chicken Nuggets; 8 Box/Cs. Similar or approved equal to: <i>Morningstar Farms</i> Brand Name: <u>Morning Star</u>	200	Cs.	\$ 45.00	\$ 9,000.00
223	Vegetarian Breakfast Patties, 2 oz ; 106 Ct. per case. Brand Name: _____	300	Cs.	\$ _____	\$ _____
224	Gardein, Chick, Strips; 10lbs per case Brand Name: _____	200	Cs.	\$ _____	\$ _____
225	Gardein, Beef Less Tips; 10lbs per case Brand Name: _____	200	Cs.	\$ _____	\$ _____
226	Gardein, Beef Less Burger; 4oz 48 per case Brand Name: _____	200	Cs.	\$ _____	\$ _____
227	Breaded Chicken Tenders; 12lbs per case Brand Name: _____	200	Cs.	\$ _____	\$ _____
228	Sausage Patties, Breakfast; 104 Ct. per case. Brand Name: _____	300	Cs.	\$ _____	\$ _____
229	Turkey Meat, 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. 40lb. Cs. Brand Name: <u>Cardine 2/10lb tube</u>	300	Cs.	\$ 44.00	\$ 13,200.00
230	Burger, Turkey; 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: <i>Purchased Commercially, Jennie-O 6134</i> Brand Name: _____	300	Cs.	\$ _____	\$ _____
231	Turkey Bacon; Fully Cooked; Heat and Serve Similar or approved equal to: <i>Jennie-O</i> Brand Name: <u>Butter Ball 2/12oz</u>	300	Cs.	\$ 36.00	\$ 10,800.00

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<u>232</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>233</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>234</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>235</u>	Turkey Roast, Fully Cooked Similar or approved equal to: Butterball Brand Name: _____	500	Cs.	\$ _____	\$ _____	
<u>236</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 MMA. Brand Name: _____	500	Cs.	\$ _____	\$ _____	
<u>237</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>238</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. 20lb. per case. Similar or approved equal to: Proview 46115-WG Brand Name: _____	1,000	Cs.	\$ _____	\$ _____	
<u>239</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.	\$ _____	\$ _____	

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<u>240</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>241</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>242</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>243</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: <u>Tyson</u>	2000	Cs.	\$ <u>25.00</u>	\$ <u>41,000.00</u>
<u>244</u>	Chicken Drumsticks, Breaded fully cooked. Each serving must equal 2 meat/meat alternate equivalent. 108 pieces per case. Similar or approved equal to: Tyson Brand Name: _____	500	Cs.	\$ _____	\$ _____
<u>245</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: <u>Tyson 40lb box</u>	80,000	LBS.	\$ <u>35.00</u>	\$ <u>70,000.00</u>
<u>246</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>247</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.	\$ _____	\$ _____

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<u>248</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>249</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: <u>Channel Seafood</u>	2000	Cs	\$ <u>49.70</u>	\$ <u>99,400.00</u>	
<u>250</u>	Salmon, Pink in Water, 6-66.5 oz Cans/Cs Similar or approved equal to: Sea Royal Brand Name: _____	1000	Cs	\$ _____	\$ _____	
<u>251</u>	Fish, Tuna in Water, 6-66.5 oz Cans/Cs Similar or approved equal to: Sea Royal Brand Name: <u>Cheif Choice</u>	1000	Cs	\$ <u>58.00</u>	\$ <u>58,000.00</u>	
<u>252</u>	Tofu Similar or approved equal to: Brand Name: <u>House Foods</u>	1000	Cs	\$ <u>27.50</u>	\$ <u>27,500.00</u>	
FROZEN ENTRÉES						
<u>253</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>254</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>255</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>256</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.	\$ _____	\$ _____	

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<u>257</u>	Pizza, Cheese with Wheat Crust, 5" - 72 per case, Frozen Thaw, Heat & Serve Similar or approved equal to: Today's Choice Brand Name: _____	700	Cs.	\$ _____	\$ _____
<u>258</u>	Pizza, Turkey Pepperoni with Wheat Crust, 5" - 72 per case Frozen, Thaw, Heat & Serve Similar or approved equal to: Today's Choice Brand Name: _____	700	Cs.	\$ _____	\$ _____
<u>259</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>260</u>	Breakfast Pizza Bacon Scramble with Pan Mates®; must provide 1 oz(s) equivalent meat/meat alternate and 1 1/2 serv. of bread/bread alternate. Portion to provide a min. of 200 calories with no more than 13 fat grams. Must contain less than 550 mgs. sodium. 128/Cs. CN Label required. Similar or approved equal to: Tony's® 63564 Brand Name: _____	500	Cs.	\$ _____	\$ _____
<u>261</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>262</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>263</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>264</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.	\$ _____	\$ _____

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Item No.	Description of Item	QTY	UNIT	UNIT PRICE	AMOUNT
<u>265</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 min. of 3 grams of fiber and less than 680 mgs. of sodium. 96 per case. CN Label required. Similar or approved equal to: Tony's® 73159 Brand Name: _____	1,000	Cs.	\$ _____	\$ _____
<u>266</u>	7" Wedge slice, Whole Grain Cheese Stuffed 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 min. of 270 calories with no more than 13 fat grams. Must contain a min. of 3 grams of fiber and less than 680 mgs. sodium. 96 pkgs./Cs. CN Label required. Similar or approved equal to: Tony's® 78649 Brand Name: _____	1,000	Cs.	\$ _____	\$ _____
<u>267</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>268</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>269</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.	\$ _____	\$ _____
<u>270</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.	\$ _____	\$ _____

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Item No.	Description of Item	QTY	UNIT	UNIT PRICE	AMOUNT	
271	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: <u>Minh@69461, Green Dragon</u> Brand Name: <u>Asian Food Solutions</u>	1000	Cs.	\$ 72.30	\$ 72,300.00	
272	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 min. of 180 calories with no more than 10 fat grams. Must contain less than 320 mgs. of sodium. CN Label required. Similar or approved equal to: <u>Green Dragon # 72001</u> Brand Name: <u>Asian Food Solutions</u>	1000	Cs.	\$ 182.80	\$ 182,800.00	
273	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 serv. of bread/bread alternate. Portion to provide a minimum of 180 calories with no more than 10 fat grams. Must contain less than 320 mgs. of sodium. CN Label required. Similar or approved equal to: <u>Green Dragon # 72003</u> Brand Name: <u>Asian Food Solutions</u>	1000	Cs.	\$ 182.80	\$ 182,800.00	
274	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: <u>Green Dragon # 72005</u> Brand Name: <u>Asian Food Solutions</u>	1000	Cs.	\$ 182.80	\$ 182,800.00	
275	Egg and Cheese Flatbread®; must provide 1 oz(s) equivalent meat/meat alternate and 1 servings of bread/ bread alt. 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: <u>Tony's® 68558</u> Brand Name: _____	1000	Cs.	\$ _____	\$ _____	
	Meal Breaks - Prepackaged Meals - Each serving (1 meal) Contains - Protein 2oz, 1 oz eq. grain component, 2 Fruit/Veg component, Spoon, Napkins, & Straw		Cs.	\$ _____	\$ _____	
276	Tuna Salad Meal - Serving (1 Meal) - Tuna Salad, Fruit Juice, Applesauce, Wheat Crackers, Shelf Life 4 months 30 meals per case #61403 Brand Name: _____	300	Cs.	\$ _____	\$ _____	
277	Chicken Salad Meal - Serving (1 Meal) - Chicken Salad, Fruit Juice, Applesauce, Wheat Crackers, Shelf Life 4 months 30 meals per case #61401 Brand Name: _____	300	Cs.	\$ _____	\$ _____	

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Item No.	Description of Item	QTY	UNIT	UNIT PRICE	AMOUNT	
	BREAD					
<u>278</u>	Bread; 100% whole wheat sliced, 1-1/2 lb. loaf. Minimum 16 slices per loaf. Must contain 2 grams fiber per serving. Similar or approved equal to: Bakecrafters, Flowers, Holsum Brand Name: _____	750	Cs.	\$ _____	\$ _____	
<u>279</u>	Bun, Hamburger; Whole grain, sliced. 8 buns per pack. Must provide 2 Bread/Grain equivalents. Must contain a minimum of 4 grams fiber. Weight should be 16g per serv. Similar or approved equal to: Bakecrafters, Flowers, Holsum Brand Name: _____	800	Cs.	\$ _____	\$ _____	
<u>280</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>281</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>282</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>283</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>284</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>285</u>	Cleanser, Powder in 21 oz. Container, 30/Cs. Similar or approved equal to: AJAX Brand Name: <u>Ajax</u>	250	Cs.	\$ <u>26.50</u>	\$ <u>6,625.00</u>	
<u>286</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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Item No.	Description of Item	QTY	UNIT	UNIT PRICE	AMOUNT
287	General Purpose Degreaser/Cleaner Similar or approved equal to: Simple Green Brand Name: _____	250	Cs.	\$ _____	\$ _____
288	Grill Brick; Heavy Duty, 12/Cs. Brand Name: _____	150	Cs.	\$ _____	\$ _____
289	Mop Heads, 16 oz. Brand Name: _____	500	Cs.	\$ _____	\$ _____
290	Mop Heads, 24 oz. Brand Name: _____	500	Cs.	\$ _____	\$ _____
291	Mop Bucket with Wringer Brand Name: _____	500	Ea.	\$ _____	\$ _____
292	Mopstick; Heavy Duty, 6-1/2 Head, 16-24 oz. Brand Name: _____	500	Cs.	\$ _____	\$ _____
293	Angle Broom complete with attached stick Brand Name: _____	200	Ea.	\$ _____	\$ _____
294	Broom, Heavy duty, corn fiber 18" Brand Name: _____	200	Ea.	\$ _____	\$ _____
295	Scouring Pads with soap, 12 Ct., 10 bxs. per Cs. Similar or approved equal to: Brillo, SOS Brand Name: <u>Brillo</u>	250	Cs.	\$ <u>33.25</u>	\$ <u>8,312.50</u>
296	Cleaning Cloth, 6 dz. per case. Brand Name: _____	250	Cs.	\$ _____	\$ _____
297	Garbage Can w/Cover, 50 gal. Similar or approved equal to: Rubbermaid Brand Name: _____	250	Ea.	\$ _____	\$ _____
298	Garbage Can w/Cover, 55 gal. Similar or approved equal to: Rubbermaid Brand Name: _____	250	Ea.	\$ _____	\$ _____
299	Dishwashing Liquid in Gallons, 4/Cs., Commercial Similar or approved equal to: Dawn, Joy Brand Name: _____	50	Cs.	\$ _____	\$ _____
300	Dish Towels; Size, 18" X 12" Similar or approved equal to: Best Value Brand Name: _____	1,000	Cs.	\$ _____	\$ _____
301	Saran Wrap/Film Wrap; 18" x 2000 Similar or approved equal to: Saran Brand Name: _____	250	Ea.	\$ _____	\$ _____
302	Foil Aluminum; Heavy Duty, 500' X 18" Roll Similar or approved equal to: Reynolds, Durable Brand Name: _____	250	Ea.	\$ _____	\$ _____

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Item No.	Description of Item	QTY	UNIT	UNIT PRICE	AMOUNT	
<u>303</u>	Dinner Forks; Stainless Steel Similar or approved equal to: Windsor Brand Name: _____	500	Cs.	\$ _____	\$ _____	
<u>304</u>	Pot Spoons, 18"; Stainless Steel Similar or approved equal to: Admiral Brand Name: _____	500	Cs.	\$ _____	\$ _____	
<u>305</u>	Suma Ultra Detergent for Dish Washers, 5 Gals. Brand Name: _____	100	Gal	\$ _____	\$ _____	
<u>306</u>	Suma Rinse for Dish Washer, 5 Gals. Brand Name: _____	100	Gal	\$ _____	\$ _____	
<u>307</u>	Suma Drain for Dish Washers, 5 Gals. Brand Name: _____	100	Gal	\$ _____	\$ _____	
<u>308</u>	Magic Suds Dish Liquid, 5 Gals. Brand Name: _____	100	Gal	\$ _____	\$ _____	
<u>309</u>	Clorox, 6/96oz Plastic bottles per case Similar or approved equal to: Clorox, Bleach Brand Name: <u>Clorox</u>	250	Cs.	\$ <u>16.99</u>	\$ <u>4,247.00</u>	
<u>310</u>	Fabuloso, multi-purpose cleaner, 28 oz. btl. Brand Name: Fabuloso Only	250	Cs.	\$ <u>18.75</u>	\$ <u>4,687.57</u>	
PAPER & PLASTIC						
<u>311</u>	Garbage Bags, 55 Gals., Heavy Duty, 150/Cs. Similar or approved equal to: Hefty Brand Name: _____	250	Cs.	\$ _____	\$ _____	
<u>312</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>313</u>	Paper Towel; 2-Ply, 30 rolls per case Similar or approved equal to: Bounty, Scott Brand Name: <u>Bounty</u>	300	Cs.	\$ <u>38.00</u>	\$ <u>11,400.00</u>	
<u>314</u>	Gloves, Latex, Disposable, Powder-Free, 10/100 packs, FOOD SERVICE GRADE. Sizes: M, L, XL Brand Name: <u>Choice</u>	300	Cs.	\$ <u>58.00</u>	\$ <u>17,400.00</u>	
<u>315</u>	Gloves, Latex, Disposable, with Powder, 10/100 packs, FOOD SERVICE GRADE. Sizes: M, L, XL Brand Name: <u>Choice</u>	500	Cs.	\$ <u>26.00</u>	\$ <u>26,000.00</u>	
<u>316</u>	Cups, Cold Plastic, 12 oz. Similar or approved equal to: Dart, Dixie Brand Name: _____	500	Cs.	\$ _____	\$ _____	
<u>317</u>	Cups, Cold, Plastic, 7 oz., 2,500/Cs. Similar or approved equal to: Dart, Dixie Brand Name: _____	500	Cs.	\$ _____	\$ _____	

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Item No.	Description of Item	QTY	UNIT	UNIT PRICE	AMOUNT	
318	Cups, Cold Plastic, 5 oz. Similar or approved equal to: Dart, Dixie Brand Name: _____	500	Cs.	\$ _____	\$ _____	
319	Cups, Hot Foam, 7 oz., 2,500/Cs Similar or approved equal to: Dart, Dixie Brand Name: _____	500	Cs.	\$ _____	\$ _____	
320	Cups, Souffle Plastic, 4 oz., 10/250 (2500/case) Similar or approved equal to: Solo Brand Name: _____	100	Cs.	\$ _____	\$ _____	
321	Cone Cups, 4 oz., 5,000/Cs. Similar or approved equal to: Konie Brand Name: _____	500	Cs.	\$ _____	\$ _____	
322	Plates, Plastic, Sectional, Extra Heavy Duty, Approx. 9", 500/Cs. Similar or approved equal to: Hefty, Chinnet Brand Name: _____	500	Cs.	\$ _____	\$ _____	
323	Plates, Plastic, , Extra Heavy Duty, Approx. 6", 500/Cs. Similar or approved equal to: Hefty, Chinnet Brand Name: _____	500	Cs.	\$ _____	\$ _____	
324	Forks, Plastic, 7", Heavy Duty, 1,000/Cs. Similar or approved equal to: Regal Brand Name: _____	500	Cs.	\$ _____	\$ _____	
325	Spoons, Plastic, 7", Heavy Duty, 1,000/Cs. Similar or approved equal to: Regal Brand Name: _____	500	Cs.	\$ _____	\$ _____	
326	Disposable Plastic Aprons, Individual, 1000/Cs. Brand Name: _____	500	Cs.	\$ _____	\$ _____	
327	Dessert Dishes, Disposable, Plastic Containers, 4 oz., 1,000/Cs. Similar or approved equal to: #9197 w/ Matching Lids Brand Name: _____	750	Cs.	\$ _____	\$ _____	
328	Foam Trays, 8 X 8, with Compartments Brand Name: _____	500	Cs.	\$ _____	\$ _____	
329	Soup Bowls, 8 oz., Plastic, 500 per case. Brand Name: _____	500	Cs.	\$ _____	\$ _____	
330	Oblong Serving Dish w/ 3 Compartments and Covers. 250 per Case. Similar or approved equal to: Ecko #8555 Brand Name: _____	1,500	Cs.	\$ _____	\$ _____	
331	Chicken Fry Boxes, Institutional size. Brand Name: _____	250	Cs.	\$ _____	\$ _____	
332	Aprons, White Cotton Bib with Pocket, 1 dz. per case. Brand Name: _____	1,000	Cs.	\$ _____	\$ _____	

This Invitation for Bids represents the one (1) year estimated requirements for Department and Agencies of the Government of the Virgin Islands, St. Croix, 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 produce, 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 up to and including 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.

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):

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.

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 my 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 form 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, #3274 Estate Richmond, St. Croix, 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.
- (b) If at any time during the performance of a contract, hereunder issued, there is an increase or decrease in the contactor'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.

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.

**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.