



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: 340.774.9587

[HTTP://DPP.VI.GOV](http://DPP.VI.GOV)



Executed letter

November 2, 2020

Carl Charleswell
Managing Member
Westbay Wholesales LLC.
70 Lindberg Bay 1 & 2
St. Thomas, VI

RE: S46BGVIC20 (WWL) Purchase and Delivery of Groceries and Meats to various Departments in the St. Croix District.

Dear Mr. Charleswell:

Transmitted herewith is the attached fully Supply Contract (Supply Contract) to provide Purchase and Delivery of Groceries and Meats to various Department in the St. Croix District. during the period of **October 1, 2020 through September 30, 2021**. **Westbay Wholesales, LLC.** will perform under this Contract in accordance with Addendum I (Scope of Work), Addendum II (General Provisions), and Addendum III (Termination of Contracts). **Westbay Wholesales, LLC.** fails to comply with the terms of the enclosed Contract, the Government of the Virgin Islands will exercise all rights and remedies available to it in law and equity.

Respectfully,

Dynell R. Williams

Deputy Commissioner of Procurement

DRW/ajl

xc: Government of the Virgin Islands
File



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October 10, 2020

Carl Charleswell
Managing Member
Westbay Wholesales LLC.
70 Lindberg Bay 1 & 2
St. Thomas, VI

RE: Supply Contract
S46BGVIC20 (WWL)

Dear Mr. Charleswell:

Transmitted herewith is a Supply Contract for the **Purchase and Delivery of Groceries and Meats for the Government of the Virgin Islands in the St. Croix District during the period of October 1, 2020 through September 30, 2021.** Services provided will be made in accordance with the terms and conditions of the contract.

We invite your attention to the General Provisions of said contract particularly to Section II concerning default.

To complete and facilitate the movement of your contract the following is required:

1. Initial all documents in the bottom right hand corner (BLUE INK ONLY)
2. Sign the original contract in the presence of one (1) witnesses (BLUE INK ONLY)
3. The following Corporate documents are needed;
 - a. Business License
 - b. Certificate of Government Insurance Coverage
 - c. Certificate of Good Standing
 - d. Corporate Resolution
 - e. Article of Incorporation
 - f. Tradename Certificate

Upon receipt of the requested information, please return all documents to the Department of Property and Procurement for further processing.

If you have any questions, please contact Dynell R. Williams, Deputy Commissioner of Procurement at 340-773-1561 ext. 5244 or email dynell.williams@dpp.vi.gov.

Respectfully,

Anthony D. Thomas
Commissioner
DAU

ADT/drw/ajl

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

SUPPLY CONTRACT

No. S46BGVIC20 (WWL)

This AGREEMENT, made this 2nd day of November, 2020
for Purchase and Delivery of Groceries and Meats for the Government of the Virgin Islands in the St. Croix District by and between the Government of the Virgin Islands, hereinafter called the "GOVERNMENT", and Westbay Wholesale LLC, (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 Westbay Wholesale LLC,
whose address is #70 Lindberg Bay 1 & 2 St. Thomas, VI
hereinafter called the "CONTRACTOR",

WITNESSETH:

For, and in consideration of the acceptance of the Contractor's proposal, under Invitation for Bids No. IFB044GVIC20 (S) opened on August 25, 2020 and the award of this contract to the Contractor, notification hereof having been made to the Contractor on September 25, 2020, 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 this 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. IFB044GVIC20 (S) and the Scope of Work (Addendum I) 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 (Addendum II), Termination of Contracts (Addendum III), 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 Addendum I, 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, 2020 and shall terminate on September 30, 2021, unless mutually extended or terminated by the parties. The services under this contract shall be for a period of three hundred & sixty-five (365) days 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 services of termination shall be 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.

SECTION 9. All quantities listed in this Contract are estimates only. The Government will purchase items based on its actual needs, which may or may not amount to the total estimated quantities. The Contractor shall only fulfill orders in accordance with approved purchase orders issued by the Government.

SECTION 10. Contractor shall submit invoices on a biweekly (every two (2) weeks) basis and addressed to the Department of Property and Procurement, Division of Transportation. The Government

will pay Contractor upon receipt of properly completed invoices that; references the date of the purchase/s, the Department making the purchase, quantities, the line item number of the good/s referenced in Contractor's contract, and shall include the cost of the awarded line item.

SECTION 11. This Contract is subject to the appropriation and availability of funds and to the approval of the Commissioner of the Department of Property and Procurement.

SECTION 12. The following insurance coverages are required by Contract and Contractor shall maintain these insurance coverages during the term of this Contract.

(a) **COMMERCIAL GENERAL LIABILITY:** Commercial general liability insurance, in a form acceptable to the Government, on a "per occurrence" basis with a minimum limit of not less than one hundred thousand dollars (\$100,000.00) for any one person per occurrence for death or personal injury and one hundred thousand dollars (\$100,000.00) for any one occurrence for property damage. Insurance policy(ies) shall name the Government of the Virgin Islands as the certificate holder and additional insured via an endorsement.

(b) **WORKERS' COMPENSATION:** Contractor shall supply current coverage under the Government Insurance Fund or other form of coverage

SECTION 13. A facsimile, electronic or digital signature on this Contract shall be deemed an original and binding upon the Parties hereto.


This Contract shall become effective immediately upon and as of the day of signature by the Commissioner of the Department of Property and Procurement.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands on the day and year first above written.


Witnesses:

GOVERNMENT OF THE VIRGIN ISLANDS


.....

By:  11/2/2020
Anthony D. Thomas Date
Commissioner
Department of Property and Procurement


.....

By:  10/26/2020
Carl Charleswell Date
Managing Member
Westbay Wholesale, LLC.



Witnesses:

CONTRACTOR

(Corporate seal, if Contractor is a corporation)

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

ADDENDUM I

INVITATION BID & AWARD SUPPLY CONTRACT		CONTRACT NO.	PAGE NO.	NO. OF PAGES
ISSUED BY Department of Property & Procurement		ORDER NO.	1	
		ADDRESS 3274 Estate Richmond Christiansted, VI 00820-4241		
INVITATION FOR BIDS				
DATE ISSUED July 29, 2020		INVITATION NO. IFB044GVIC20 (S)		
<p>Hand Deliver Bids in quintuplicate (1 Original and 4 Copies), or via Email Submission at ebids_proposals@dpp.vi.gov (One (1) copy), 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 Department of Property and Procurement until 10:00 o'clock, Atlantic Standard Time, not later than Tuesday, August 25 2020 and publicly open at 10:15 a.m. for furnishing the supplies or services for delivery f.o.b. in 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
	Purchase and Delivery of Groceries and Meats for the Government of the Virgin Islands in the St. Croix District			AMOUNT
BID				
IN COMPLIANCE WITH THE ABOVE THE UNDERSIGNED OFFERS AND AGREES, IF THIS BID BE ACCEPTED WITHIN _____ DAYS (30 calendar days unless a different period is inserted by the Bidder) FROM THE DATE OF OPENING TO FURNISH ANY OR ALL OF THE ITEMS UPON WHICH PRICES ARE QUOTED, AT THE PRICE SET OPPOSITE EACH ITEM, DELIVERED AT THE DESIGNATED POINTS WITHIN THE TIME SPECIFIED IN THE INVITATION. DISCOUNTS WILL BE ALLOWED FOR PROMPT PAYMENT AS FOLLOWS:				
_____ PERCENT, 20 CALENDAR DAYS; _____ PERCENT, 30 CALENDAR DAYS				
BIDDER REPRESENTS (Check appropriate boxes)				
(1) THAT HE IS _____, IS NOT _____, A SMALL BUSINESS CONCERN. IF BIDDER IS A SMALL BUSINESS CONCERN AND IS NOT THE MANUFACTURER OF THE SUPPLIES BID UPON, HE ALSO REPRESENTS THAT ALL SUPPLIES TO BE FURNISHED HEREUNDER WILL _____, WILL NOT _____, BE MANUFACTURED OR PRODUCED BY A SMALL BUSINESS CONCERN IN THE UNITED STATES, ITS TERRITORIES, ITS POSSESSIONS, OR THE COMMONWEALTH OF PUERTO RICO.				
(2) THAT HE IS A REGULAR DEALER IN _____, MANUFACTURER OF _____, THE SUPPLIES BID UPON.				
(3) (A) THAT HE HAS _____, HAS NOT _____, EMPLOYED OR RETAINED ANY COMPANY OR PERSON (OTHER THAN A FULL-TIME BONA FIDE EMPLOYEE WORKING SOLELY FOR THE BIDDER) TO SOLICIT OR SECURE THIS CONTRACT, AND (B) THAT HE HAS _____, HAS NOT _____, PAID OR AGREED TO PAY ANY COMPANY OR PERSON (OTHER THAN A FULL-TIME BONA FIDE EMPLOYEE WORKING SOLELY FOR THE BIDDER) ANY FEE, PERCENTAGE, COMMISSION, OR BROKERAGE FEE, CONTINGENT UPON OR RESULTING FROM THE AWARD OF THE CONTRACT; AND AGREES TO FURNISH INFORMATION RELATING TO (A) AND (B) ABOVE AS REQUESTED BY THE CONTRACTING OFFICER.				
(4) HE OPERATES AS AN INDIVIDUAL _____, PARTNERSHIP _____, CORPORATION _____, INCORPORATED IN THE TERRITORY OF THE VIRGIN ISLANDS				
(5) PREFERRED BIDDER: _____ A BONA FIDE CONTINUOUS RESIDENT OF THE VIRGIN ISLANDS FOR AT LEAST EIGHT (8) YEARS OR _____ WAS BORN IN THE VIRGIN ISLANDS; _____ A FIRM, PARTNERSHIP, OR CORPORATION IN WHICH AT LEAST FIFTY-ONE PERCENT (51%) OF THE LEGAL OR EQUITABLE OWNERSHIP IS HELD BY A PERSON OR PERSONS WHO HAVE BEEN BONA FIDE CONTINUOUS RESIDENTS OF THE VIRGIN ISLANDS FOR AT LEAST EIGHT (8) YEARS OR _____ WHO WERE BORN IN THE VIRGIN ISLANDS; _____ SAID PERSON, FIRM, PARTNERSHIP, OR CORPORATION IS LICENSED IN AND MAINTAINS HIS OR ITS PRINCIPAL PLACE OF BUSINESS IN THE VIRGIN ISLANDS AND OWNS, OPERATES, OR MAINTAINS A STORE, WAREHOUSE, OR OTHER PLACE OF BUSINESS IN THE VIRGIN ISLANDS OR _____ THE DULY AUTHORIZED AGENT, DEALER, DISTRIBUTOR OR REPRESENTATIVE IN THE VIRGIN ISLANDS FOR THE MATERIALS, SUPPLIES, ARTICLES, OR EQUIPMENT OF THE GENERAL CHARACTER DESCRIBED BY THE SPECIFICATIONS AND REQUIRED UNDER THIS CONTRACT.				
NAME & ADDRESS OF BIDDER (Street, City, State and Zip Code) (Type or Print)		SIGNATURE OF PERSON AUTHORIZED TO SIGN BID		
66-0884532 Westbay Wholesale L.L.C 70 Lindberg Bay 1& 2 St. Thomas V.I				
		TYPE OR PRINT SIGNER'S NAME & TITLE Carl Charleswell Managing Member		
AWARD		DATE OF AWARD		
ACCEPTED AS TO ITEMS NUMBERED	AMOUNT	GOVERNMENT OF THE VIRGIN ISLANDS		
SUBMIT INVOICE FOR PAYMENT TO:		BY  Contracting Officer		
Department of Property and Procurement Subbase, 3rd Floor St. Thomas, Virgin Islands 00802	8201			

S046BGVIC20(WWL)

Initial 

CONTINUATION SHEET
(Supply Contract)

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

Page No.

IFB044GVIC20 (S)

ITEM NO.

SUPPLIES OR SERVICES

AMOUNT

Government of the Virgin Islands
3274 Estate Richmond
Christiansted, VI 00820

**Purchase of Groceries and Meats for the Government of the Virgin Islands in the
St. Croix District**

Continuation Sheet attached

Notes:

The bidder shall specify a unit and amount written or printed in ink or typewritten, for each item for which a quantity is given. In case of discrepancy between unit price and total, the unit price shall prevail.

Name of Bidder: Westbay Wholesale L.L.C.

S046BGVIC20(WWL)

Initial *WJL*
IFB044GVIC20 (S)

CONTINUATION SHEET
(Supply Contract)

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IFB044GVIC20 (S)

ITEM NO.	SUPPLIES OR SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Groceries and Meats				
<u>1</u>	Flour, White, Enriched All-Purpose, 5 lb. Bags, 10/Cs. Similar or approved equal to: Gold Medal Brand Name: _____	30	Cs.	\$ 31.38	\$ 941.40
<u>2</u>	Powdered Sugar, 24/Cs. Similar or approved equal to: Domino Brand Name: _____	5	Cs.	\$ 37.44	\$ 187.20
<u>3</u>	Sugar, Brown, 24/Cs Similar or approved equal to: Domino 25# Brand Name: _____	50	Cs.	\$ 37.44	\$ 1,872.00
<u>4</u>	Sugar, White, Granulated in 10-4 lb. Bags/Cs. Similar or approved equal to: Evercane Brand Name: _____	50	Cs.	\$ 45.70	\$ 2,284.50
<u>5</u>	Sugar, White; in Individual pkgs., 1,000/Cs. Similar or approved equal to: Evercane Brand Name: _____	200	Cs.	\$ 18.10	\$ 3,620.00
<u>6</u>	Lentils, Dry, 1-20 lb. Bags/Cs. Brand Name: _____	80	Cs.	\$ 22.74	\$ 1,819.20
<u>7</u>	Beans, Red Kidney, Dried 1-20 lb. Bags/Cs. Similar or approved equal to: Goya Brand Name: _____	30	Cs.	\$ 40.06	\$ 1,170.90
<u>8</u>	Corn Flakes, 14-12 oz. Bxs./Cs. KELLOGG'S ONLY	50	Cs.	\$ 46.41	\$ 2,320.50
<u>9</u>	Corn Flakes, 70-3/4 oz. Bxs./Cs. KELLOGG'S ONLY	75	Cs.	\$ 33.18	\$ 2,488.50
<u>10</u>	Rice Krispies, 70-3/4 oz. Bxs./Cs. Similar or approved equal to: Kellogg's Brand Name: _____	600	Cs.	\$ 45.55	\$ 27,330.00
<u>11</u>	Rice Krispies, 14-14 oz. Bxs./Cs. KELLOGG'S ONLY	100	Cs.	\$ 52.65	\$ 5,265.00
<u>12</u>	Cheerios, 70-3/4 oz. Bxs./Cs. Similar or approved equal to: Kellogg's Brand Name: _____	200	Cs.	\$ 39.95	\$ 7,990.00
<u>13</u>	Cheerios, 14-14 oz. Bxs./Cs. Similar or approved equal to: Kellogg's Brand Name: _____	150	Cs.	\$ 72.70	\$ 10,905.00
<u>14</u>	Special K, 70-3/4 oz. Bxs./Cs. Similar or approved equal to: Kellogg's Brand Name: _____	100	Cs.	\$ 45.55	\$ 4,555.00
<u>15</u>	Granola, 14-18 oz. Bxs./Cs. Similar or approved equal to: Healthy Choice Brand Name: _____	25	Cs.	\$ 62.25	\$ 1,556.25
<u>NB 16</u>	Country Corn, 14-12 oz. Bxs./Cs. Similar or approved equal to: General Mills Brand Name: _____	25	Cs.	\$	\$
<u>17</u>	Honey Bunches of Oats, 12-16 oz. Bxs./Cs. POST ONLY	150	Cs.	\$ 65.12	\$ 9,768.00

CONTINUATION SHEET
(Supply Contract)

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

Page No.

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ITEM NO.	SUPPLIES OR SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Groceries and Meats				
<u>19</u>	Crackers, Honey Graham, 200-2 oz. Pks./Cs. Similar or approved equal to: Nabisco Brand Name: _____	15	Cs.	\$ 31.35	\$ 470.25
<u>20</u>	Crackers, Graham, 6-16 oz. Pks./Cs. Similar or approved equal to: Nabisco	15	Cs.	\$ 59.70	\$ 895.50
<u>21</u>	Crackers, Soda, Regular 3-6 lb. Pkgs./Cs. Similar or approved equal to: Sultana Brand Name: _____	15	Cs.	\$ 79.80	\$ 1,197.00
<u>22</u>	Crackers, Low Sodium, 20-16 oz. Bxs./Cs. Brand Name: Ritz cbi 10102691 cracker ritz hint of salt 12/13.7oz	15	Cs.	\$ 89.80	\$ 1,347.00
<u>23</u>	Macaroni Elbow, Enriched in 2-10 lb. Bags/Cs. Similar or approved equal to: Creamette, La Rosa, Muellers Brand Name: _____ 4/5#	50	Cs.	\$ 24.32	\$ 1,216.00
<u>24</u>	Spaghetti Thin, 20 lbs./Cs. Similar or approved equal to: Creamette, Muellers Brand Name: _____	50	Cs.	\$ 20.89	\$ 1,044.50
<u>25</u>	Rotini Rainbow Pasta, in 2-10 lb. Bags/Cs. Similar or approved equal to: Corton 4/5# Brand Name: _____	50	Cs.	\$ 23.87	\$ 1,193.50
<u>26</u>	Shell Pasta, 20-1lb. Bxs./Cs. Similar or approved equal to: Corton Brand Name: _____	5	Cs.	\$ 33.50	\$ 167.50
<u>27</u>	Linguini, Long, 20 lbs./Cs. Similar or approved equal to: Corton 4/5# Brand Name: _____	100	Cs.	\$ 24.86	\$ 2,486.00
<u>28</u>	Rice, Short Grain in 3 lb. Bags, 10/Cs. Similar or approved equal to: Sello Rojo Brand Name: _____	50	Cs.	\$ 38.27	\$ 1,913.50
<u>29</u>	Rice, Long Grain in 5 lb. Bags, 12/Cs. Similar or approved equal to: Uncle Ben, Para Excellent Brand Name: _____ 12/2#	50	Cs.	\$ 24.15	\$ 1,207.50
<u>30</u>	Pancake Mix, 6-5 lb. Bags/Cs. Similar or approved equal to: Aunt Jemima or Hungry Jack Brand Name: _____	25	Cs.	\$ 33.15	\$ 828.75
<u>31</u>	Cornmeal, Yellow Enriched in 2 lb. Pkgs., 24/Cs. AMAPOLA ONLY	40	Cs.	\$ 40.99	\$ 1,639.60
<u>32</u>	Oats, Rolled, Quick Cooking in 42 oz. Bxs., 8/Cs. Similar or approved equal to: Quaker Brand Name: _____ 12/42OZ	20	Cs.	\$ 40.45	\$ 809.00
<u>33</u>	Cream of Wheat in 28 oz. Bxs., 12/Cs. Similar or approved equal to: Quick, Nabisco Brand Name: _____ 12/28	25	Cs.	\$ 33.69	\$ 842.25
<u>34</u>	Tapioca, Enriched in 2lb. Bxs., 24/Cs. or approved equal to: Nabisco Similar Name: _____ Brand	20	Cs.	\$	\$

CONTINUATION SHEET
(Supply Contract)

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

Page No.

IFB044GVIC20 (S)

ITEM NO.	SUPPLIES OR SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Groceries and Meats				
37	Fruit Cocktail, Choice in Light Syrup, 6-#10 Cans/Cs. Libby's, Del Monte ONLY NUGGET BRAND NOT ACCEPTABLE	75	Cs.	\$ 45.39	\$ 3,404.25
38	Yellow Cling Peaches, Sliced in light syrup; #10 can, 6/Cs., drain, weight 63 oz. Dole, Del Monte, Libby's (No Monaco Brand) Similar or approved equal to: Brand Name: _____	800	Cs.	\$ 43.21	\$ 34,568.00
39	Pear Halves in light syrup, 6/#10 cans per case. Dole, Del Monte, Libby's (No Monaco Brand) Brand Name: _____	800	Cs.	\$ 43.67	\$ 34,936.00
40	Raisins, Dried Seedless, 24-1.5oz/15.5 oz. Bxs./Cs. Similar or approved equal to: California 24/15oz Brand Name: _____	30	Cs.	\$ 59.85	\$ 1,795.50
41	Pineapple Chunks, in Light Syrup, 6/#10 Cans/Cs. Similar or approved equal to: Dole (No Monaco Brand) Brand Name: _____	200	Bxs.	\$ 37.32	\$ 7,464.00
42	Pineapple Slices, Unsweetened, 6-#10 Cans/Cs. Similar or approved equal to: Nugget Brand Name: _____	300	Cs.	\$ 52.29	\$ 15,687.00
43	Oranges Mandarin, Segments, Natural Juice, 6-#10 Cans/Cs. Similar or approved equal to: Spruce or Dole (No Monaco Brand) Brand Name: _____	30	Cs.	\$ 50.21	\$ 1,506.30
44	Apricot Halves in Light Syrup, 6-#10 Cans/Cs. Similar or approved equal to: Del Monte Brand Name: _____	14	Cs.	\$ 57.26	\$ 801.64
45	Fruit for Salad, 6-#10 Cans/Cs. Similar or approved equal to: Nature Made Brand Name: _____	1000	Cs.	\$ 48.36	\$ 48,360.00
NB 46	Plums Whole, Purple in Light Syrup 6-#10 Cans/Cs. Similar or approved equal to: Nugget Brand Name: _____	300	Cs.	\$	\$
47	Pitted Prunes, 24-14.5 oz. Bxs./Cs. Similar or approved equal to: Del Monte Brand Name: 38295 prunes pitted 140 up count heavy syrup 6/#0	20	Cs.	\$ 160.00	\$ 3,200.00
48	Olives Green, 6-1 gal. Bottles/Cs. Similar or approved equal to: Goya Brand Name: _____	20	Cs.	\$ 64.73	\$ 1,294.60
49	Apples, Fully Red, Mature, 100-113 Ct./Cs. Medium-Large ON ISLAND VENDORS ONLY Brand Name: _____	50	Cs.	\$ 45.75	\$ 2,287.50
50	Apples Golden, Medium-Large, 110-113 Ct./Cs. ON ISLAND VENDORS ONLY				

CONTINUATION SHEET
(Supply Contract)

Contract, Order, or Invitation No.
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Page No.

IFB044GVIC20 (S)

ITEM NO.	SUPPLIES OR SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Groceries and Meats				
<u>53</u>	Watermelon Ripe, 1 CT 27lbs. Avg., US #1, Firm, red, sweet, ON ISLAND VENDORS ONLY Brand Name: _____	500	Ea.	\$	\$
<u>54</u>	Cantaloupes Ripe 18, Specify Wt./Cs. ON ISLAND VENDORS ONLY Brand Name: _____	100	Cs.	\$ 36.77	\$ 3,677.00
<u>55</u>	Grapes Red, Seedless, 22 lbs./Cs. ON ISLAND VENDORS ONLY Brand Name: _____	60	Cs.	\$ 51.73	\$ 3,098.40
<u>56</u>	Honeydew Melon Ripe, 9 Count, Specify Wt./Cs. ON ISLAND VENDORS ONLY Brand Name: _____	100	Cs.	\$ 28.93	\$ 2,893.00
<u>57</u>	Lettuce, crisp, Romaine; U.S. No. 1, Fancy, Firm fresh heads, even green with little or no signs of spotting, mushiness or other decay. Clean Appearance. 24 per case Brand Name: _____	600	Cs.	\$ 46.65	\$ 27,990.00
<u>58</u>	Lettuce Iceberg, Crisp, 24 Heads/Cs. ON ISLAND VENDORS ONLY Brand Name: _____	30	Cs.	\$ 44.75	\$ 1,342.50
<u>59</u>	Garlic White, 30lbs./Cs ON ISLAND VENDORS ONLY	80	Cs.	\$ 88.54	\$ 7,083.20
<u>60</u>	Onions, Jumbo, Yellow, 50lb sack with little or no signs of spotting, mushiness or other decay. Clean, Fresh Appearance. ON ISLAND VENDORS ONLY	500	Cs.	\$ 34.40	\$ 17,200.00
<u>61</u>	Onions, Medium, Yellow, 50 lbs./Sack ON ISLAND VENDORS ONLY Brand Name: _____	30	Sacks	\$ 29.55	\$ 886.50
<u>62</u>	Tomatoes, No. 2 Medium-Large, Specify Amount per Case or Wt. per Case 25 lbs./Cs. ON ISLAND VENDORS ONLY Brand Name: _____	50	Cs.	\$	\$
<u>63</u>	Peppers, Green Bell, Medium-Large, Specify Amount per Case or Wt./Cs., 22 lbs./Cs. Brand Name: _____	35	Cs.	\$ 36.40	\$ 1,274.00
<u>64</u>	Peppers, Red Bell, Medium-Large, Specify Amount per Case or Wt. per Case, 22 lbs./Cs. Brand Name: _____	35	Cs.	\$ 45.55	\$ 1,594.25
<u>65</u>	Peppers, Yellow Bell, Medium-Large, Specify Amount per Case or Wt. per Case, 22 lbs./Cs. Brand Name: _____	35	Cs.	\$ 53.35	\$ 1,867.25
<u>66</u>	Cucumber Local, in 50 lbs./Cs. ON ISLAND VENDORS ONLY Brand Name: _____	20	Cs.	\$ 45.79	\$ 915.80
<u>67</u>	Cabbage Green, 50 lbs./Sack ON ISLAND VENDORS ONLY Brand Name: _____	15	Cs.	\$ 35.55	\$ 533.25

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	Groceries and Meats				
<u>71</u>	Potatoes, White, 50 lbs./Sack ON ISLAND VENDORS ONLY Brand Name: _____ 1/50#	55	Sacks	\$ 28.84	\$ 1,586.20
<u>72</u>	Potatoes Idaho, Baking, 50 lbs./Sack ON ISLAND VENDORS ONLY Brand Name: _____	300	Sacks	\$ 37.85	\$ 11,355.00
<u>73</u>	Pumpkins Medium Size, 50 lbs./Sack ON ISLAND VENDORS ONLY Brand Name: _____	20	Sacks	\$ 65.00	\$ 1,300.00
<u>74</u>	Plantain Yellow Fresh, Ripe, 40 lbs./Cs. ON ISLAND VENDORS ONLY Brand Name: _____	35	Cs.	\$ 44.65	\$ 1,562.75
<u>75</u>	Zucchini Fresh, 15 lbs./Cs. ON ISLAND VENDORS ONLY Similar or approved equal to: Best 1/20# Brand Name: _____	20	Cs.	\$ 27.70	\$ 554.00
<u>76</u>	Tania, 50 lbs./Cs. ON ISLAND VENDORS ONLY Brand Name: _____	15	Cs.	\$ 120.00	\$ 1,800.00
<u>77</u>	Thyme Fresh, Small Leaf, 24 Bunches/Bag ON ISLAND VENDORS ONLY Brand Name: _____	15	Bags	\$	\$
<u>78</u>	Ginger, Whole, Fresh, 1-30 lbs./Cs. ON ISLAND VENDORS ONLY Brand Name: _____	25	Cs.	\$ 98.85	\$ 2,471.25
<u>79</u>	Broccoli Spears, Frozen, 12-2 lb. Bags/Cs. Similar or approved equal to: S & H, Sunwise Brand Name: _____	50	Cs.	\$ 39.65	\$ 1,982.50
<u>80</u>	Broccoli Chopped, Frozen, 12-2 lb. Bags/Cs. Similar or approved equal to: S & H, Sunwise Brand Name: _____	50	Doz.	\$ 39.15	\$ 1,957.50
<u>81</u>	Broccoli Flowerettes, Frozen, 12-2 lb. Bags/Cs. Similar or approved equal to: S & H, Sunwise Brand Name: _____	50	Cs.	\$ 31.69	\$ 1,584.50
<u>82</u>	Carrot Sliced, Frozen, 12-2 lb. Bags/Cs. Similar or approved equal to: Farmer's Value Brand Name: _____	50	Cs.	\$ 28.83	\$ 1,441.50
<u>83</u>	Peas & Carrots, Frozen, 12-2 lb. Bags/Cs. Similar or approved equal to: Farmer's Value Brand Name: _____	55	Cs.	\$ 53.30	\$ 2,931.50
<u>84</u>	Beans Green, Frozen Cut, 12-2 lb. Bags/Cs. Similar or approved equal to: S & H, Nugget Brand Name: 264024 12/2# regular cut	50	Cs.	\$ 42.95	\$
<u>85</u>	Peas Sweet, Frozen, 12-2 lb. Bags/Cs. Similar or approved equal to: S & H, Nugget Brand Name: _____	100	Cs.	\$ 43.22	\$ 4,322.00

Corn Whole Kernel, Frozen, 12-2 lb. Bags/Cs.

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	Groceries and Meats				
<u>88</u>	Vegetables Italian Style, Frozen, 12-2 lb. Bags/Cs. Similar or approved equal to: Nugget Brand Name: <u>10016508blend italian vegetable 1/20#</u>	50	Cs.	\$ 37.73	\$ 1,886.50
<u>89</u>	Mixed Vegetables, frozen vegetables, 12/2lb. Bags/Cs Similar or approved equal to: S & H grade 1 pea, car, corn, gb, l Brand Name: <u>266056 blend mixed vegetable 4way 12/2.5</u>	50	Cs.	\$ 49.45	\$ 2,472.50
<u>90</u>	Okra Cut, Frozen, 12-3 lb. Bags/Cs. Similar or approved equal to: Nugget, S&H Brand Name: _____	30	Cs.	\$ 41.75	\$ 1,252.50
<u>91</u>	Beans Green, French Style, Frozen, 12-2 lb. Bags/Cs. Similar or approved equal to: Farmer's Value, S & H, Nuggets Brand Name: _____	25	Cs.	\$ 50.98	\$ 1,274.50
<u>92</u>	Chopped Spinach - Must meet U.S. Grade A and comply with the U.S. Standards for Grades of Frozen Spinach, must be green not pale in color, 12/2lb. per case. Brand Name: _____	100	Cs.	\$ 49.65	\$ 4,965.00
<u>93</u>	Carrots Sliced, 6-#10 Cans/Cs. Similar or approved equal to: Nugget Brand Name: _____	20	Cs.	\$ 40.08	\$ 801.60
<u>94</u>	Beans Red Kidney, Light, 6-#10 Cans/Cs. Similar or approved equal to: Furman Brand Name: <u>Goya</u>	50	Cs.	\$ 39.03	\$ 1,951.50
<u>95</u>	Mixed Vegetables, 6-#10 Cans/Cs. Similar or approved equal to: Veg-All Brand Name: <u>Goya, Libby's, Del Monte</u>	25	Cs.	\$ 46.12	\$ 1,153.00
<u>96</u>	Pinto Beans in Water, 6-#10 Cans/Cs. Similar or approved equal to: Del Monte Brand Name: _____	600	Cs.	\$ 28.81	\$ 17,286.00
<u>97</u>	Beans Green, French Style, 6-#10 Cans/Cs. Similar or approved equal to: Veg All Brand Name: <u>Goya</u>	35	Cs.	\$ 43.95	\$ 1,538.25
<u>98</u>	Beans Green, Cut, 6-#10 Cans/Cs. Similar or approved equal to Brand Name: Veg-All Brand Name: <u>Goya</u>	50	Cs.	\$ 28.83	\$ 1,441.50
<u>99</u>	Beans Vegetarian, 6-#10 Cans/Cs. Similar or approved equal to: Bella Vista Brand Name: <u>Goya, Libby's, Del Monte</u>	35	Cs.	\$ 35.48	\$ 1,241.80
<u>100</u>	Beets Sliced, 6-#10 Cans/Cs. Similar or approved equal to: Veg-All Brand Name: <u>Goya, Libby's</u>	30	Cs.	\$ 35.19	\$ 1,055.70
<u>101</u>	Carrots Whole, Baby, 6-#10 Cans/Cs. Similar or approved equal to: Veg-All Brand Name: _____	25	Cs.	\$ 42.07	\$ 1,051.75
<u>102</u>	Corn, Whole Kernel, 6-#10 Cans/Cs. Similar or approved equal to: Veg-All				

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	Groceries and Meats				
104	Peas Sweet, #3 Sm., Fancy, 6-#10 Cans/Cs. Similar or approved equal to: Nugget #4 Brand Name: <u>Goya, Libby's, Del Monte</u>	20	Cs.	\$ 40.70	\$ 814.00
105	Peas & Carrots, 6-#10 Cans/Cs. Similar or approved equal to: Nugget Brand Name: <u>Goya, Libby's, Del Monte</u>	30	Cs.	\$ 55.99	\$ 1,679.70
106	Potatoes White, Instant, Mashed, 6-#10 Cans/Cs. Similar or approved equal to: Purchased Commercially, Trio Brand Name: _____	25	Cs.	\$ 81.87	\$ 2,046.75
107	Potatoes Sweet, in Water, 6-#10 Cans/Cs. Similar or approved equal to: Nugget Brand Name: _____	200	Cs.	\$ 46.75	\$ 9,350.00
108	Tomatoes Whole, Top Standard, 6-#10 Cans/Cs. Similar or approved equal to: Tri-Valley Brand Name: _____	300	Cs.	\$ 29.55	\$ 8,865.00
109	Pigeon Peas, 24-15 oz. Cans/Cs. Similar or approved equal to: Nature Made Brand Name: _____	25	Cs.	\$ 28.43	\$ 710.75
110	Garbanzo Fancy Chick Peas, 6-#10 Cans/Cs. Similar or approved equal to: Bella Vista Brand Name: _____	50	Cs.	\$ 30.09	\$ 1,504.50
111	Sauce, Worcestershire, 4/1 gal. bottle, 12 Ct. per Cs. Similar or approved equal to: Lee and Perrins, Nugget Brand Name: _____	20	Cs.	\$ 24.85	\$ 497.00
112	Marinara Sauce, 6-#10 Cans/Cs. Similar or approved equal to: Del Monte Brand Name: <u>Red Pack, Libby's</u>	400	Cs.	\$ 37.95	\$ 15,180.00
113	Salsa, Mild, 12 oz. Jars Similar or approved equal to: El Paso Brand Name: <u>52027 salsa thick & chunk mild 4/1gal</u>	20	Cs.	\$ 87.25	\$ 1,745.00
114	Salsa, Mild, 16 oz. Jars Similar or approved equal to: El Paso Brand Name: <u>52027 salsa thick & chunk mild 4/1gal</u>	20	Cs.	\$ 87.25	\$ 1,745.00
115	Capers, 12-32 oz. Bottles/Cs. Similar or approved equal to: Goya Brand Name: _____	20	Cs.	\$ 55.73	\$ 1,114.60
116	Tomato Paste, 6-#10 Cans/Cs. Similar or approved equal to: Purchased Commercially Red Gold RPKHA99, Heinz Brand Name: _____	250	Cs.	\$ 40.68	\$ 10,170.00
117	Spice Kitchen Bouquet, 12 Qts./Cs. Similar or approved equal to: Kitchen Bouquet Brand Name: _____	15	Cs.	\$ 103.78	\$ 1,556.70
118	Sauce Barbecue, 4-1 gal. Bottles/Cs. Open Pit, Harris ONLY Brand Name: _____	50	Cs.	\$ 42.95	\$ 2,147.50

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	Groceries and Meats				
<u>122</u>	Cheese Sauce, Basic, 6-#10 Cans/Cs. Similar or approved equal to: Chefmates Brand Name: _____	100	Cs.	\$ 51.55	\$ 5,055.00
<u>123</u>	Dressing, French, 4-1 gal. Bottles/Cs. Similar or approved equal to: Nugget Brand Name: <u>Kraft</u>	10	Cs.	\$ 35.40	\$ 354.00
<u>124</u>	Dressing Thousand Island, 4-1 gal. Bottles/Cs. Similar or approved equal to: Nugget Brand Name: <u>Kraft</u>	10	Cs.	\$ 37.70	\$ 377.00
<u>125</u>	Dressing Italian Creamy, 4-1 gal. Bottles/Cs. Similar or approved equal to: Ken's Brand Name: <u>Kraft</u>	10	Cs.	\$ 33.72	\$ 337.20
<u>126</u>	Dressing, Ranch, 4-1 gal. Bottles/Cs. Similar or approved equal to: Ken's Brand Name: <u>Kraft</u>	10	Cs.	\$ 38.65	\$ 386.50
<u>127</u>	Mayonnaise, 4-1 gal. Containers/Cs. Hellmann's, Kraft ONLY 74023 MAYONNAISE REAL KRAFT	25	Cs.	\$ 60.81	\$ 1,520.25
<u>128</u>	Mustard, Dijon; 12 - 10 oz. Bottles./Cs. Similar or approved equal to: Heinz Brand Name: _____	100	Cs.	\$ 44.31	\$ 4,431.00
<u>129</u>	Tomato Sauce, 6/#10 Cans/Cs. Similar or approved equal to: Purchased Commercially Red Gold RPKUA99 Brand Name: _____	400	Cs.	\$ 34.16	\$ 13,664.00
<u>130</u>	Dressing French, P.P.I., 1,000 Pkgs./Cs. Kraft Brand Name: _____	200	Cs.	\$ 26.60	\$ 5,320.00
<u>131</u>	Dressing Italian, P.P.I., 1,000 Pkgs./Cs. Kraft Brand Name: _____	200	Cs.	\$ 26.60	\$ 5,320.00
<u>132</u>	Dressing, Thousand Island, P.P.I., 1,000 Pkgs./Cs. Kraft Brand Name: _____	200	Cs.	\$ 26.60	\$ 5,320.00
<u>133</u>	Mayonnaise, Homogenized, 200 Individual Pkgs./Cs. Heinz, Hellmann's, Kraft ONLY	200	Cs.	\$ 16.65	\$ 3,330.00
<u>134</u>	Mustard, P.P.I., 1,000 Pkgs./Cs. Similar or approved equal to: Heinz Brand Name: _____	150	Cs.	\$ 39.80	\$ 5,970.00
<u>135</u>	Vinegar, White in 4-1 Gal. Plastic Bottles Only. 4/Cs Similar or approved equal to: Chef's Choice Brand Name: _____	150	Cs.	\$ 10.64	\$ 1,596.00
<u>136</u>	Lemon Juice, in 1 Gal. Plastic Bottles Only, 4/Cs. Similar or approved equal to: Real Lemon Brand Name: _____	25	Cs.	\$ 20.25	\$ 506.25
<u>137</u>	Jelly, Grape, 12-32 oz. jars per case Ideal, Goya, Kraft ONLY Brand Name: _____	25	Cs.	\$ 37.34	\$ 933.50
	Jelly, Grape, 24-16 oz. Jars/Cs.				

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	Groceries and Meats				
<u>141</u>	Syrup Maple, 4-1 gal. Bottles/Cs. Similar or approved equal to: Nugget Brand Name: <u>Aunt Jemima</u>	35	Cs.	\$ 97.70	\$ 3,419.50
<u>142</u>	Syrup Maple, 100 Individual Pkgs./Cs. Similar or approved equal to: Nugget Brand Name: <u>Aunt Jemima</u>	400	Cs.	\$ 14.59	\$ 5,836.00
<u>143</u>	Jelly Assorted, P.P.I., 1,000 Pkgs./Cs. Brand Name: _____	300	Cs.	\$ 15.85	\$ 4,755.00
<u>144</u>	Vinegar Cider, 4-1 gal. Bottles/Cs. Similar or approved equal to: Nugget Brand Name: _____	25	Cs.	\$ 16.95	\$ 423.75
<u>145</u>	Adobo Criollo, Complete, 4-9 lb. Containers/Cs. Similar or approved equal to: Aroma Brand Name: _____	50	Cs.	\$ 79.50	\$ 3,975.00
<u>146</u>	Essence Vanilla, Imitation, 4-1 gal. Bottles/Cs. Similar or approved equal to: Aroma Brand Name: _____ NUGGET BRAND NOT ACCEPTABLE	25	Cs.	\$ 28.63	\$ 715.75
<u>147</u>	Essence Vanilla, Imitation, 12-32 oz. Bottles/Cs. Similar or approved equal to: Aroma Brand Name: <u>#16005 FLAVORING VANILLA IMITATION 6/1 QT</u> NUGGET BRAND NOT ACCEPTABLE	15	Cs.	\$ 87.00	\$ 1,305.00
<u>148</u>	Black Pepper, Pure Ground, 6-16 oz. Plastic Containers/Cs. Similar or approved equal to: Badia Brand Name: <u>6/11.5OZ</u>	100	Cs.	\$ 59.80	\$ 5,980.00
<u>149</u>	White Pepper, Ground, 6-16 oz. Plastic Containers/Cs. Similar or approved equal to: Badia Brand Name: _____	20	Cs.	\$ 73.24	\$ 1,464.80
<u>150</u>	Allspice Similar or approved equal to: Badia Brand Name: <u>6/14oz</u>	10	Cs.	\$ 59.75	\$ 499.70
<u>151</u>	Cinnamon Ground, 6-16 oz. Containers/Cs. Similar or approved equal to: Badia Brand Name: <u>6/18OZ</u>	25	Cs.	\$ 48.85	\$ 1,221.25
<u>152</u>	Bayleaf, 4-16 oz. Containers/Cs. Similar or approved equal to: Badia Brand Name: <u>4/12OZ</u>	25	Cs.	\$ 29.85	\$ 746.25
<u>153</u>	Parsley Flakes, 6-16 oz. Containers/Cs. Similar or approved equal to: Badia Brand Name: _____	15	Cs.	\$ 52.85	\$ 792.75
<u>154</u>	Thyme Leaf, 6-16 oz. Containers/Cs. Similar or approved equal to: Badia Brand Name: _____	50	Cs.	\$ 29.75	\$ 1,487.50
<u>155</u>	Oregano Leaves, 6-16 oz./Cs. Similar or approved equal to: Badia Brand Name: <u>6/8oz</u>			\$ 29.65	\$ 1,482.50

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	Groceries and Meats				
<u>158</u>	Cloves Whole, 6-16 oz. Containers/Cs. Similar or approved equal to: Badia 6/11oz Brand Name: _____	15	Cs.	\$ 139.75	\$ 2,096.25
<u>159</u>	Mace, 6-16 oz. Containers/Cs. Similar or approved equal to: Badia 6/15oz Brand Name: _____	20	Cs.	\$ 269.75	\$ 5,395.00
<u>160</u>	Garlic Powder, 6-20 oz. Containers/Cs. Similar or approved equal to: Badia 6/2# Brand Name: _____	10	Cs.	\$ 49.85	\$ 498.50
<u>161</u>	Garlic, Granulated, 6-1 lb. Containers/Cs. Similar or approved equal to: Badia 6/18oz Brand Name: _____	15	Cs.	\$ 46.65	\$ 699.75
<u>162</u>	Nutmeg Ground, 6-16 oz. Containers/Cs. Similar or approved equal to: Badia 6/11oz Brand Name: _____	20	Cs.	\$ 122.25	\$ 2,445.00
<u>163</u>	Paprika, 6-16 oz. Containers/Cs. Similar or approved equal to: Badia Brand Name: _____	30	Cs.	\$ 44.40	\$ 1,332.00
<u>164</u>	Poultry Seasoning, Pure, 6-16 oz. Containers/Cs. Similar or approved equal to: Badia Brand Name: _____	30	Cs.	\$ 19.95	\$ 598.50
<u>165</u>	Salt; Table, Iodized, 24-26 oz./Cs. Similar or approved equal to: Morton Brand Name: _____	20	Cs.	\$ 26.84	\$ 536.80
<u>166</u>	Mel Fry, 100% Vegetable, 4-5 gal./Cs. Brand Name: _____	50	Cs.	\$ 87.75	\$ 4,387.50
<u>167</u>	Shortening, 100% Vegetable, 6-6 lb. Containers/Cs. Crisco ONLY 12/3#	20	Cs.	\$ 86.55	\$ 1,731.00
<u>168</u>	Oleo Margarine, Fortified, Frozen, 30-1lb. Pkgs./Cs. Brand Name: _____	50	Cs.	\$ 33.65	\$ 1,682.50
<u>169</u>	Oil, Soy Vegetable, 2 -17.5 gal. Containers/Cs. Similar or approved equal to: Nugget Brand Name: _____	10	Cs.	\$ 32.37	\$ 323.70
<u>170</u>	Oil, Soy Vegetable, 1-35 gal. Containers/Cs. Similar or approved equal to: Nugget Brand Name: _____	100	Cs.	\$ 28.65	\$ 2,865.00
<u>171</u>	Oleo Margarine, Fortified, 6-6 lb. Cans/Cs. Ms. Filbert ONLY	100	Cs.	\$ 65.30	\$ 6,530.00
<u>NB</u> <u>172</u>	Pastry Danish, Frozen, Assorted Flavors 2 oz. Pkgs., 24/Cs. SARA LEE ONLY	400	Cs.	\$	\$
<u>173</u>	Pastry Danish, Frozen, Assorted Flavors 3.25 oz. - 4 oz. Pkgs., 24/Cs. SARA LEE ONLY	400	Cs.	\$ 28.85	\$ 11,540.00
	Eggs Fresh, Large, Grade A, 30 Doz./Cs.				

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	Groceries and Meats				
175	Cheese American, Processed, Sliced Pasteurized, 6-5 lb. Boxes/Cs. Similar or approved equal to: Pauley Brand Name: _____	30	Cs.	\$ 49.70	\$ 1,491.00
176	Cheese Cheddar Grade A, Sliced, 1-10.5 lbs. Blocks/Cs. Similar or approved equal to: Pauley Brand Name: _____	20	Cs.	\$ 55.40	\$ 1,108.00
177	Cheese Cheddar, Shredded, 4-5 lb. Bags/Cs. Similar or approved equal to: Sorrento Brand Name: _____	40	Cs.	\$ 73.35	\$ 2,934.00
178	Cheese Mozzarella, Shredded in 6 -5 lb. Bags/Cs. Similar or approved equal to: Sorrento Brand Name: _____	35	Cs.	\$ 79.80	\$ 2,793.00
179	Cheese Parmesan, 2-2 lb. Bags/Cs. Similar or approved equal to: Kraft Brand Name: _____	60	Cs.	\$ 42.61	\$ 2,556.60
180	Cottage Cheese, 4-5 lb. Containers/Cs. Similar or approved equal to: Sorrento Brand Name: _____	25	Cs.	\$ 41.85	\$ 1,046.25
181	Ricotta Cheese, 6-32 oz Containers/Cs. Similar or approved equal to: Sorrento Brand Name: _____	15	Cs.	\$ 42.25	\$ 633.75
182	Cream Cheese in P.P.L., 100-1 oz. Pkgs./Cs. Similar or approved equal to: Philly Brand Name: _____	25	Cs.	\$ 34.73	\$ 868.25
183	Sour Cream in 4-5 lb. Containers/Cs. Similar or approved equal to: Sorrento Brand Name: _____	30	Cs.	\$ 38.68	\$ 1,160.40
184	Butter, Unsalted in 20-1 lb. Pkgs./Cs. Similar or approved equal to: Anchor Brand Name: _____	25	Cs.	\$ 112.31	\$ 2,805.25
185	Yogurt, Assorted, 12-8 oz. Containers/Cs. Similar or approved equal to: La Yogurt Brand Name: _____	75	Cs.	\$	\$
186	Jello, Diet Cups, 6-4 oz. Containers/Cs. Similar or approved equal to: Jell-O Brand Name: _____	500	Cs.	\$ 14.98	\$ 7,490.00
187	Pudding Chocolate, 6-4 oz. Containers/Cs. Similar or approved equal to: Jell-O Brand Name: _____	500	Cs.	\$ 23.95	\$ 11,975.00
188	Pudding, Vanilla, 6-4 oz. Containers/Cs. Similar or approved equal to: Jell-O Brand Name: _____	500	Cs.	\$ 23.95	\$ 11,975.00
189	Oatmeal Raisin Cookies, Frozen Ready-to-Bake 288-2 oz./Cs. Similar or approved equal to: Nabisco				

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	Groceries and Meats				
NB 192	Soy Milk, Vitamin Enriched in 33.5 fl. oz. Containers PEARL ONLY	500	Cs.	\$	\$
193	Soy Milk (Pearl), 1/4 Gallon, 12/Cs. Brand Name: _____	290	Cs.	\$ 60.84	\$ 17,643.60
194	Condensed Milk, Canned, Sweetened, 14 oz. Cans/Cs. Similar or approved equal to: Carnation Brand Name: _____	200	Cs.	\$ 52.35	\$ 10,470.00
195	White Milk, Low-Fat (1%), shelf stable, 8 oz. Brand Name: _____	10,000	Ea.	\$	\$
196	White Milk, Fat Free, shelf stable, 8 oz. Brand Name: _____	10,000	Ea.	\$	\$
197	Milk, Lactaid, 12-32 oz. Bxs./Cs. Similar or approved equal to: Lactaid Brand Name: _____	15	Cs.	\$ 54.40	\$ 816.00
198	Coconut Milk, 15-24 per Cs. Similar or approved equal to: Brand Name: _____	200	Cs.	\$ 26.89	\$ 5,378.00
199	Grape Juice, 100% Fruit Juice, 12-46 oz. Cans/Cs. Similar or approved equal to: Blue Bird, Seneca Brand Name: <u>Dole, Welch's</u>	100	Cs.	\$ 36.25	\$ 3,625.00
200	Apple Juice, Unsweetened, 100% Fruit Juice, 12-46 oz. Cans/Cs. Similar or approved equal to: Blue Bird, Seneca Brand Name: <u>Dole</u>	100	Cs.	\$ 33.75	\$ 3,375.00
201	Cranberry Juice Cocktail, 12-46 oz. Cans/Cs. Similar or approved equal to: Ocean Spray Brand Name: _____	80	Cs.	\$ 39.71	\$ 3,176.80
202	Fruit Punch, 100% Fruit Juice, 12-46 oz. Cans/Cs. Similar or approved equal to: Blue Bird, Puerto Rico Brand Name: _____	50	Cs.	\$ 39.55	\$ 1,977.50
203	Grapefruit Juice, Unsweetened, 12-46 oz. Cans/Cs. Similar or approved equal to: Blue Bird, Seneca Brand Name: _____	10	Cs.	\$ 30.36	\$ 303.60
204	Orange, Unsweetened, 100% Fruit Juice, 12-46 oz. Cans/Cs. Similar or approved equal to: Blue Bird Brand Name: <u>Dole</u>	150	Cs.	\$ 35.00	\$ 5,250.00
205	Pineapple, Unsweetened, Vitamin C Enriched, 100% Fruit Juice, 12-46 oz. Cans/Cs. Similar or approved equal to: Dole Brand Name: _____	100	Cs.	\$ 34.15	\$ 3,415.00
206	Prune Juice, 12-46 oz. Cans/Cs. Similar or approved equal to: Welch's Brand Name: _____	70	Cs.	\$ 64.40	\$ 4,508.00
	Veggie Burger, 48/Cs. Similar or approved equal to: _____				

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		QUANTITY	UNIT	UNIT PRICE	
	Groceries and Meats				
<u>209</u>	Vegetarian/Breakfast Patties, 12-8 oz. Bxs./Cs. Brand Name: Morning Star	100	Cs.	\$	\$
<u>210</u>	Vegetarian/Breakfast Patties, 1.5 oz., 106 Ct./Cs. Similar or approved equal to: Gardener or Morning Star Brand Name: _____	100	Cs.	\$ 76.40	\$ 7,640.00
<u>211</u>	Ground Beef, Extra Lean, 1-10 lb. Pkgs. Similar or approved equal to: I.B.P. Brand Name: _____ 2/5#	1,400	Lbs.	\$ 3.15	\$ 4,410.00
<u>212</u>	Beef Patties, Frozen, Lean, 4 oz. Max fat 5%, 60 lbs./Cs. Similar or approved equal to: Jac Pac (100% Beef) Brand Name: _____	500	Lbs.	\$ 32.39	\$ 16,195.00
<u>213</u>	Beef Pot Roast, Boneless, Top Round 40 lbs./Cs. Similar or approved equal to: I.B.P. Brand Name: _____	1,000	Lbs.	\$ 3.78	\$ 3,780.00
<u>214</u>	Veal, Frozen Cubes, 2-10 lb. Bags/Cs. Similar or approved equal to: I.B.P. Brand Name: _____	500	Lbs.	\$ 9.72	\$ 4,860.00
<u>215</u>	Turkey Ground, Frozen, 2-10 lb Rolls/Cs. Similar or approved equal to: I.B.P. Brand Name: _____	400	Lbs.	\$ 2.65#	\$ 1,060.00
<u>216</u>	Beef Diced, 1" Thick Boneless, 10 lb. Bags, 40 lbs./Cs. Similar or approved equal to: Choice Brand Name: _____	50	Lbs.	\$ 4.47	\$ 223.50
<u>217</u>	Short Rib of Beef, Cut from Steer Plate, Corner Piece Well Trimmed , 4 oz. Portion, 10 lbs./Cs. Similar or approved equal to: Blue Ribbon Brand Name: _____	150	Lbs.	\$ 19.47	\$ 973.50
<u>218</u>	Corn Beef, Brisket with Spices, 10 lbs. Avg./Cs. Similar or approved equal to: National Deli Brand Name: _____	100	Lbs.	\$ 8.24	\$ 824.00
<u>219</u>	Goat Cube, Cut for Stew, 40 lbs./Cs. Similar or approved equal to: Choice Brand Name: _____	100	Lbs.	\$ 7.95	\$ 795.00
<u>220</u>	Ham Picnic, Boneless, Cooked Not Canned Similar or approved equal to: Lykes Brand Name: _____	100	Lbs.	\$ 2.78	\$ 278.00
<u>221</u>	Pork Loins, Whole Similar or approved equal to: Choice Brand Name: _____ 6/8#	100	Lbs.	\$ 1.85	\$ 185.00
<u>222</u>	Pork Chops, Center Cut, 1/4" Fat Limitation Similar or approved equal to: Choice Brand Name: _____	250	Lbs.	\$ 3.68	\$ 920.00
	Spareribs, 1/4" Fat Limitation				

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ITEM NO.	SUPPLIES OR SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Groceries and Meats				
225	Chicken Thighs, Minimum Weight, 30-40 lbs./Cs. Similar or approved equal to: Tyson Brand Name: _____	70,000	Lbs.	\$.94	\$ 65,800.00
226	Chicken Drumsticks, 30-40 lbs./Cs. Similar or approved equal to: Tyson Brand Name: _____	4,000	Lbs.	\$.94	\$ 4,700.00
227	Chicken Legs, 30-40 lbs./Cs. Similar or approved equal to: Tyson Brand Name: _____	5,000	Lbs.	\$.65	\$ 3,250.00
228	Chicken Breast, Boneless, 30 lbs./Cs. Similar or approved equal to: Tyson Brand Name: _____	750	Lbs.	\$ 1.47	\$ 1,102.50
229	Chicken Wings, 30-40 lbs./Cs. Similar or approved equal to: Tyson Brand Name: _____	5,000	Lbs.	\$ 2.75	\$ 13,750.00
230	Chicken Fryer, Whole, 30-40 lbs./Cs. Similar or approved equal to: Tyson Brand Name: _____	1,400	Lbs.	\$ 1.16	\$ 1,624.00
231	Turkey, Young Tom, 20-24 lbs. Similar or approved equal to: Butterball Brand Name: _____	1,000	Lbs.	\$ 1.82	\$ 1,820.00
232	Turkey, Young Tom, 16-20 lbs. Similar or approved equal to: Butterball Brand Name: _____	1,000	Lbs.	\$ 1.85	\$ 1,850.00
233	Turkey Breast, Frozen (Raw), Lbs./Cs. Similar or approved equal to: Butterball Brand Name: _____	75	Lbs.	\$ 4.35	\$ 326.25
234	Turkey Bacon, 10 lb. Rolls/Cs. Similar or approved equal to: Gwaltney Brand Name: _____	100	Lbs.	\$ 4.88	\$ 488.00
235	Turkey Roast, Frozen Boneless Breast, 2-10 lb. Bags/Cs. Similar or approved equal to: Butterball Brand Name: _____	450	Cs.	\$ 93.88	\$ 42,246.00
236	Bologna, Turkey, Frozen, Maximum 5 gms. Fat per Serving (28 gms.) Sliced, each Slice to Weigh 1 oz.; Approved Brands; Rain 956, Sunny 459, Cold 298. Brand Name: _____	4,000	Lbs.	\$ 1.98	\$ 7,920.00
237	Turkey Breast Cold Cuts, Sliced, 12-3 lb. Pkgs./Cs. Similar or approved equal to: Oscar Meyer, Bernstein, National Deli Brand Name: _____ 6/2#	15	Cs.	\$ 4.63	\$ 2,500.20
238	Salami Genoa 3PC 3/CW Similar or approved equal to: Supremo Brand Name: _____	10	Cs.	\$ 4.86	\$ 976.00

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	Groceries and Meats				
241	Chicken Nuggets, Boneless 100% Chicken Breast 2-5 lb. Bags/Cs. Brand Name: _____	150	Lbs.	\$ 3.65#	\$ 5,475.00
242	Chicken Tenders, Breaded, 10 lb. Box Brand Name: _____	1,000	Box	\$ 2.98#	\$ 29,800.00
243	Chicken Tenders, Un-breaded, 4/10 lb. Bxs./Cs. Brand Name: _____	500	Cs.	\$ 1.96#	\$ 39,200.00
244	Catfish, 4 oz., Breaded, 15 lb. Box Brand Name: _____	7,000	Box	\$ 119.85	\$ 838,950.00
245	Mahi Mahi, 50 lb. per Cs. Brand Name: _____	100	Cs.	\$ 4.62#	\$ 38,100.00
246	Fillet of Flounder, Individual, 4 oz. Similar or approved equal to: Nugget, Pacific Coast Brand Name: _____	1,000	Lbs.	\$ 5.98#	\$ 5,980.00
247	Snapper Fillet, Individually Wrapped, 4 oz. Similar or approved equal to: Scarlet Brand Name: _____	4,000	Lbs.	\$ 9.67	\$ 38,680.00
248	Fillet of Grouper, 5 lb. Pkgs. Similar or approved equal to: Nugget Brand Name: _____	4,000	Lbs.	\$ 12.42#	\$ 49,680.00
249	King Fish Steaks, 3/4" Thick, 30 lbs./Cs. Gutted, No Head or Tail, Individually Frozen Similar or approved equal to: Sea Hand Brand Name: _____	1,000	Lbs.	\$ 4.89#	\$ 4,890.00
250	Codfish, Boneless, Dried, Skinless, MUST NOT Requires Refrigeration, 40 lbs./Cs. Similar or approved equal to: Pollock 20# Brand Name: _____	1,000	Lbs.	\$ 6.16#	\$ 6,160.00
251	Conch, Frozen, Semi-Cleaned, 6-5 lb. Bags/Cs. Brand Name: _____	500	Lbs.	\$ 12.55	\$ 6,275.00
NB 252	Boneless Beef Brisket (Salt Beef) in 5 lb. Buckets Brand Name: _____	200	Lbs.	\$	\$
253	Pork Tails in Brine, 5 lb. Buckets Brand Name: _____ 1/35#	100	Lbs.	\$ 3.25#	\$ 11,375.00
254	Cooked Ham, 4 X 6, 2-13 lb./Cs. Similar or approved equal to: Hormel Brand Name: _____ 2/12#	1,000	Lbs.	\$ 4.48#	\$ 4,480.00
255	Peanut Butter, Fine, Homogenized, 6-5 lb. Containers/Cs. Similar or approved equal to: Peter Farm Brand Name: CBI10018184 PEANUT BUTER CREAMY 6/5# JIMBO'S	300	Cs.	\$	\$
256	Sun Butter, Sunflower seed spread; 6-16 oz./Cs. Similar or approved equal to: Sunbutter Brand Name: _____	100	Cs.	\$	\$
	Mutella: Hazelnut spread 6-26 5 oz. Containers/Cs.				

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	Groceries and Meats				
<u>259</u>	Trail Mix Fruit Bar, 12 Pkgs./Cs. Brand Name: <u>6/12CT</u>	100	Cs.	\$ 66.90	\$ 6,690.00
<u>260</u>	Granola Bars, 12 Pkgs./Cs. Brand Name: _____	100	Cs.	\$ 95.50	\$ 9,550.00
<u>261</u>	Pudding Tapioca, Ready-to-Serve, 6-#10 (100 oz. - 108 oz.)/Cs. Similar or approved equal to: Nugget Brand Name: _____	50	Cs.	\$ 53.35	\$ 2,667.50
<u>262</u>	Tuna Fish, Light, Chunk in Water, 6-66.5 oz. Cans/Cs. Similar or approved equal to: Chicken of the Sea Brand Name: _____	60	Cs.	\$ 71.66	\$ 4,299.60
<u>263</u>	Salmon, Pink, in Water, 6-66.5 oz. Cans/Cs. Similar or approved equal to: Sea Royal Brand Name: _____	60	Cs.	\$ 118.07	\$ 7,084.20
<u>264</u>	Chicken, Canned; Light and Dark Mea, Cooked in Natural Juices, 48 oz. Cans. Similar or approved equal to: Avee Brand Name: _____	100	Cs.	\$	\$
<u>265</u>	Comed Beef in 96 oz. Cans, 6/Cs. Similar or approved equal to: Manco Brand Name: _____	100	Cs.	\$	\$
<u>266</u>	Sardines in Tomato Sauce, 24-15 oz. Cans/Cs. Similar or approved equal to: Coloso Brand Name: _____	100	Cs.	\$ 69.38	\$ 6,938.00
<u>267</u>	Apple Cinnamon Chewy, 12-7 Ct./Cs. Similar or approved equal to: NV Brand Name: _____	25	Cs.	\$ 49.85	\$ 1,246.25
<u>268</u>	Pizza Cheese, Individual Pcs., 96/Cs. Similar or approved equal to: Tony's Brand Name: <u>NO LONGER AVAILALE WE CAN OFFER 78315 5"DEEP DISH PIZZA 60CT OR 78366 DEEP TPIZZA 6/.10PK'S</u>	2,000	Cs.	\$ 83.35	\$ 166,700.00
<u>269</u>	Tony Cheese Pizza, 24/Cs. Brand Name: <u>65325</u>	200	Cs.	\$ 38.65	\$ 7,730.00
<u>270</u>	Par Bake Rolls, 240 Rolls/Cs. Similar or approved equal to: Rudi's Brand Name: _____	150	Cs.	\$ 49.55	\$ 7,432.50
<u>271</u>	Par Bake Bartard, 20-9 oz. Loaves/Cs. Similar or approved equal to: Rudi's Brand Name: <u>24/8.8OZ BARTARD FRENCH 19"LOAF</u>	100	Cs.	\$ 44.40	\$ 4,440.00
<u>272</u>	Cinnamon Raisin Bagels, 6-12 Pkgs./Cs. Similar or approved equal to: Lenders Brand Name: _____	150	Cs.	\$ 35.65	\$ 5,347.50
<u>273</u>	Plain Bagels, 6-12 Pkgs./Cs. Similar or approved equal to: Lenders Brand Name: _____	100	Cs.	\$ 25.00	\$ 2,500.00

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	Groceries and Meats				
<u>275</u>	White, Sandwich Roll, 72 Rolls/Cs. Brand Name: <u>72/2.70Z</u>	20	Cs.	\$ 38.75	\$ 775.00
<u>276</u>	Waffles, Frozen, 12-12 Pks., 144 Ct. Similar or approved equal to: Quaker, Aunt Jemima, Hungry Jack Brand Name: _____	50	Cs.	\$ 34.67	\$ 1,733.50
<u>277</u>	Pancakes, Frozen Original, 12-12 Pks., 144 Ct. Similar or approved equal to: Mrs. Butterworth, Aunt Jemima, Hungry Jack Brand Name: _____	50	Cs.	\$ 26.55	\$ 1,327.50
<u>278</u>	Frozen, Ready to Bake Muffin Mix, 8-3 lb. Pouches/Cs. Blueberry, Cranberry, Apple Cinnamon, Banana Nut, Corn, Raisin Bran Brand Name: _____	100	Cs.	\$ 68.85	\$ 6,885.00
<u>279</u>	Pre-Baked Biscuits, Frozen, 24-2oz. Pkgs./Cs. Similar or approved equal to: Pillsbury Brand Name: _____	150	Cs.	\$ 55.45	\$ 8,317.50
<u>280</u>	Croissants, Mini, 3oz. 48 Ct./per Case. Similar or approved equal to: Pillsbury Brand Name: _____	1,000	Cs.	\$ 77.70	\$ 7,770.00
<u>281</u>	Bread Sticks, 0.5oz., 6/5 lb. bags per case Brand Name: <u>168/6"</u>	10,000	Cs.	\$ 35.50	\$ 355,000.00
<u>282</u>	Pastry Dough , Frozen, Sheet, 12 oz., 20/Cs. Brand Name: <u>20/12OZ</u>	40	Cs.	\$ 58.75	\$ 2,350.00
<u>283</u>	Pizza Dough , Frozen, Pre-Cut , 24 Balls/Cs. Brand Name: <u>70/8OZ</u>	30	Cs.	\$ 57.85	\$ 1,735.50
<u>284</u>	French Fries, Straight Cut, Frozen, 4 Bags/Cs. Brand Name: _____	50	Cs.	\$ 19.55	\$ 977.50
<u>285</u>	Apple Pie 10", Frozen, 6-46 oz./Cs. Similar or approved equal to: Chef Pierre Brand Name: Mrs. Smith's	50	Cs.	\$ 43.42	\$ 2,170.00
<u>286</u>	Pumpkin Pie 10", Frozen, 6-46 oz. Pkgs./Cs. Similar or approved equal to: Chef Pierre Brand Name: Mrs. Smith's	30	Cs.	\$ 48.08	\$ 1,422.40
<u>287</u>	Peanut Butter Cookie, Frozen, 250-1.2 oz. Pkgs./Cs. Brand Name: _____	50	Cs.	\$ 68.70	\$ 3,435.00
<u>288</u>	Animal Crackers, Ready-to-Serve, 24-2 oz. Pkgs./Cs. Similar or approved equal to: Barnum's Brand Name: _____	50	Cs.	\$ 31.25	\$ 1,562.50
<u>289</u>	Muffin Variety Pack, 48-4.25 oz. Pkgs. Similar or approved equal to: Sara Lee Brand Name: _____	100	Cs.	\$ 26.58	\$ 2,658.00
<u>290</u>	Frozen Sliced Strawberries in 4-1 gal. Containers Similar or approved equal to: Frozsun Brand Name: <u>6/6.5#</u>			\$ 72.35	\$ 2,170.50

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ITEM NO.	SUPPLIES OR SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Groceries and Meats				
<u>295</u>	Juice, Squat Cranberry in 24-4 oz. Containers Similar or approved equal to: Minute Maid Brand Name: _____	150	Cs.	\$ 23.35	\$ 3,502.50
<u>296</u>	Juice, Squat Apple in 24-4 oz. Containers Similar or approved equal to: Minute Maid Brand Name: _____	150	Cs.	\$ 25.40	\$ 3,810.00
<u>297</u>	PediaSure, Vanilla, 8 oz. bottle, 6 per pack Similar or approved equal to: Minute Maid Brand Name: PediaSure (Only)	300	Pk.	\$	\$
<u>298</u>	Syrup Grenadine, in 12 qt. Containers/Cs. Brand Name: _____	30	Cs.	\$ 68.85	\$ 2,064.60
<u>299</u>	Vanilla Wafers in 12-16 oz. Bxs./Cs. Similar or approved equal to: Nabisco Brand Name: _____	100	Cs.	\$ 79.70	\$ 7,970.00
<u>300</u>	Individual Corn Chips, 2 oz. Individual Pkgs. Frito Lay ONLY 64/2oz	500	Cs.	\$ 57.75	\$ 28,875.00
<u>301</u>	Baking Powder in 5 lb. Bags, 6/Cs. Similar or approved equal to: Arm & Hammer or Rumford Brand Name: _____	7	Cs.	\$ 50.43	\$ 353.01
<u>302</u>	Baking Soda, 1 lb. Box, 24/Cs. Similar or approved equal to: Arm & Hammer or Rumford Brand Name: _____	10	Cs.	\$ 22.15	\$ 221.50
<u>303</u>	Corn Tortilla, 6", 5 oz., 12 Pkgs./Cs. Similar or approved equal to: Taco Brand Name: _____	15	Cs.	\$ 34.42	\$ 153.00
<u>304</u>	Flour Tortilla, 24 Bags, 12/Cs. Similar or approved equal to: Taco Brand Name: _____	10	Cs.	\$ 30.65	\$ 306.50
<u>305</u>	Wraps, Assorted, 12", 12 pkgs./Cs. Brand Name: _____ 6/12/12" VARIOUS	1,000	Cs.	\$ 29.95	\$ 29,950.00
<u>306</u>	Bread Crumbs, Seasoned, 2-5 lb. Containers/Cs. Similar or approved equal to: Progresso Italian Brand Name: _____	10	Cs.	\$ 11.94	\$ 119.40
<u>307</u>	Frozen Lasagna Pasta Sheets, 40-4 oz. Sheets/Cs. Similar or approved equal to: Corton Brand Name: _____	25	Cs.	\$ 27.61	\$ 690.25
<u>308</u>	Corn Starch in 1 lb. Containers, 24/Cs. Similar or approved equal to: Argo Brand Name: _____	20	Cs.	\$ 25.24	\$ 504.80
<u>309</u>	English Muffins, 12/12 pk. per Cs. Similar or approved equal to Brand Name: Thomas' Brand Name: _____ 8/12CT	100	Cs.	\$ 23.91	\$ 2,391.00
<u>310</u>	English Muffins, 6/12 pk. per Cs. Similar or approved equal to Brand Name: Thomas' Brand Name: _____	100	Cs.	\$ 25.88	\$ 2,588.00

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ITEM NO.	SUPPLIES OR SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Groceries and Meats				
<u>314</u>	Coffee, Decaffeinated, Individual Packages, 1,000/Cs. Similar or approved equal to: Sanka Brand Name: _____	10	Cs.	\$ 109.95	\$ 1,099.50
<u>315</u>	Tea, Orange Pekoe, Individual, 100/Bx. 10 Bxs./Cs. Similar or approved equal to: Nugget Brand Name: _____	20	Cs.	\$ 33.04	\$ 660.80
<u>316</u>	Tea, Herbal Caffeine Free, 100/Bx., 10 Bxs./Cs. Similar or approved equal to: Nugget Brand Name: _____	50	Cs.	\$ 59.90	\$ 2,995.00
<u>317</u>	Pickles Sliced, Sweet, 4-1 gal. Jars/Cs. Similar or approved equal to: Nugget Brand Name: _____	100	Cs.	\$ 35.02	\$ 3,502.00
<u>318</u>	Pickles, Sweet Relish, 4-1 gal. Jars/Cs. Similar or approved equal to: Nugget Brand Name: _____	100	Cs.	\$ 37.43	\$ 3,743.00
<u>319</u>	Cherries, Whole, 4-1 gal. Bottles/Cs. Similar or approved equal to: Cherry-O's Brand Name: _____	5	Cs.	\$ 64.53	\$ 322.65
<u>320</u>	Alphabet Vegetable Similar or approved equal to: Campbell's Brand Name: _____	10	Cs.	\$ 66.60	\$ 666.00
<u>321</u>	Cream of Chicken Similar or approved equal to: Campbell's Brand Name: _____	100	Cs.	\$ 67.94	\$ 6,794.00
<u>322</u>	Cream of Celery Similar or approved equal to: Campbell's Brand Name: _____	100	Cs.	\$ 63.64	\$ 6,364.00
<u>323</u>	Cream of Broccoli Similar or approved equal to: Campbell's Brand Name: _____	100	Cs.	\$ 49.99	\$ 4,999.00
<u>324</u>	Cream of Mushroom Similar or approved equal to: Campbell's Brand Name: _____	100	Cs.	\$ 67.37	\$ 6,737.00
<u>325</u>	New England Clam Chowder Similar or approved equal to: Campbell's Brand Name: _____	50	Cs.	\$ 81.30	\$ 4,065.00
<u>326</u>	Chicken Noodle Similar or approved equal to: Campbell's Brand Name: _____	100	Cs.	\$ 61.14	\$ 6,114.00
<u>327</u>	Vegetable Broth, 12-16 oz. Cans/Cs. Similar or approved equal to: Campbell's Brand Name: _____	50	Cs.	\$ 59.85	\$ 503.00
<u>328</u>	Chicken Broth, 12-16 oz. Cans/Cs. Similar or approved equal to: Campbell's				

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NOTICE TO BIDDERS

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

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

PROSPECTIVE BIDDERS WILL BE REQUIRED TO FURNISH THE FOLLOWING DOCUMENTS WITH THEIR SUBMITTAL. FAILURE TO COMPLY WITH ALL THE REQUIREMENTS AS OUTLINED, WILL DISQUALIFY THE BIDDER.

A. ORGANIZATION AND PERSONNEL

B. LISTING OF PROJECT EXPERIENCE WITHIN THE LAST 2 YEARS.

C. REFERENCES (2 minimum)

D. CURRENT VIRGIN ISLANDS BUSINESS LICENSE FOR THE TYPE OF SERVICE BEING REQUESTED

E. CURRENT CERTIFICATE OF GOVERNMENT INSURANCE COVERAGE

F. CERTIFICATE OF GOOD STANDING

G. CORPORATE RESOLUTION EVIDENCING THE DIRECTORS/OFFICERS OF THE COMPANY

H. ARTICLES OF INCORPORATION/ ORGANIZATION/ PARTNERSHIP FORMATION, IF APPLICABLE

I. TRADE NAME CERTIFICATE

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

AWARD WILL BE MADE TO THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER. UNDERBIDDING CAN DEEM YOUR BID NON-RESPONSIBLE."

CONTRACT PERIOD: The period of any contract entered into under this Invitation for Bids shall be for a period of one (1) year. (October 1, 2020- September 30, 2021).

OPTION TO RENEW: The service of this contract may be extended for an additional one (1) year period subject to the availability of funds.

SUPPLEMENTARY PROVISIONS: The application of all materials will be in such a manner so as not to cause harm to humans, foodstuff or equipment within the building and/or property.

The Contractor shall maintain Workmen's Compensation Insurance & Comprehensive General Liability Insurance against bodily

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The Contractor hereby agrees to pay the existing minimum wages, Federal and/or Local taxes as may be applicable.

PROMPT PAYMENT DISCOUNT: Prompt payment discounts shall NOT be considered in the evaluation 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 Page 1 of the Bid Form is hereby deleted.

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.

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 name be added to a Preferred Bidders' List to be maintained by the Commissioner of Property & Procurement.

If bidder has not previously filed a notarized copy of the Preferred Bidders' Certificate with the Commissioner of Property & Procurement, Division of Procurement, 8201 Subbase, 3rd Floor Subbase, St. Thomas, U. S. Virgin Islands, or 3274 Estate Richmond, Christiansted, St. Croix, U.S. Virgin Islands, notarized, and submitted to the Division of Procurement not later than the date and hour of bid opening as 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 Preferred Bidders for this Invitation for Bids.

Pursuant to Act No. 3072, approved July 29, 1971, amending Section 245 of Chapter 23, Title 31 of the Virgin Islands Code, each person who submits a bid in relation to any purchase in excess of \$1,000.00, under this Chapter, will disclose the Name and Address of each individual having a beneficial interest of more than five (5%) per Centum in the bidding enterprise, and if the bidder is a Corporation, the Names and Addresses of all its Officers and Directors.

NAME

ADDRESS / PHONE

TITLE

Carl Charleswell

70 Lindberg Bay 1&2 St. Thomas V.I (340)513-0345

Managing Member

Karl Percell

70 Lindberg Bay 1&2 St. Thomas V.I (340)514-2766

Member

QUANTITIES: All quantities listed in this Invitation for Bids are estimates only. The Government will purchase items based on its actual needs, which may or may not amount to the total estimated quantities. The successful Contractor shall only fulfil orders in accordance with approved purchase orders issued by the Government.

CONDITION PRECEDENT: Any Contract awarded pursuant to this Invitation for Bids shall be subject to the appropriation and availability of funds and to the approval of the Commissioner of the Department of Property and Procurement

This Invitation for Bids represents the one (1) year estimated requirements for the **Purchase of Groceries and Meats for the Department of Education in the St. Croix District.**

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

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

SUPPLEMENTARY PROVISIONS

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

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

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

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

CONTRACT PERIOD: ~~the period of any contract entered into under this Invitation for Bids shall be for one (1) year-~~ **October 1, 2020 to September 30, 2021.**

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 Agency.

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.

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 exceed aggregate ten (10%) per centum of the quantity indicated on the Purchase Order.

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

Department of Education – School Lunch

DELIVERIES: Deliveries of items hereunder shall be made directly to and accepted by the ordering department during the term hereof. Hours of such deliveries and acceptance shall be between 8:00 A.M. to 12:00 A.M. and 1:00 P.M. and 4:00 P.M. Final date for delivery under this contract will be **September 30, 2021.**

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 may purchase same in the Open Market. Any excess in cost thereof, over the original contract price, shall be charged against such Contractor by deducting the excess from any invoices in the possession of the department, not yet paid.

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

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

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

If bidder has not previously filed a notarized copy of the Preferred Bidders' Certificate with the Commissioner of Property and Procurement, Division of Procurement, #8201 Sub Base, 3rd Floor, St. Thomas, U.S. 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 contractor's purchased price of any of the items herein, the Contractor shall notify the Commissioner of Property and Procurement thereof within fifteen (15) working days of such increase or decrease. Such notice shall include data, (ii) the amount, both of the increase or decrease, and (iii) the Contractor's proposal for price adjustment.

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

EVALUATION OF PRICE ESCALATION:

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

BILLING UNDER ESCALATION CLAUSE:

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

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

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

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

ADDENDUM II

COMPENSATION

The Government, in consideration of the satisfactory performance of the services described in the bid's Scope of Work, agrees to make progress payments based on the invoices submitted by the Contractor, **Westbay Wholesale LLC**. The parties further agree that payments will be made in accordance to actual work performed.

AWARDED:

Line Items Awarded:

5#, 8#, 9#, 10#, 11#, 12#, 14#, 19*, 20#, 24#, 25#, 29#, 30#, 32#, 33#, 35#, 36#, 37#, 38#, 39#, 40#, 41#, 43#, 44#, 45#, 57#, 63#, 64#, 65#, 80*, 85*, 88#, 87#, 91*, 93#, 96#, 97#, 98#, 101*, 101#, 104*, 107#, 109#, 111#, 112*, 113*, 115#, 116#, 117#, 118#, 120#*, 121#, 123#, 124#, 125#, 126#, 129#, 133#, 135#, 136#, 137#, 139*, 142#, 143#, 144#, 146#, 149#, 159*, 164#, 168#, 171#, 173*, 174#, 175#, 176*, 181#, 183#, 186#, 187#, 188#, 189*, 190#, 193*, 194#, 198#, 199#, 201#, 202#, 203#, 204#, 205#, 208*, 210*, 211#, 212*, 213*, 214*, 216#, 220*, 221#, 222#, 223#, 225*, 226*, 228*, 230#, 231#, 232#, 233#, 234*, 235*, 236*, 237*, 238*, 240#, 241*, 242*, 243*, 244*, 245#, 246*, 247*, 248*, 250*, 251*, 254*, 262#, 263#, 267#, 268#, 274*, 275*, 276#, 277#, 278#, 281#, 282#, 283#, 284#, 288#, 289#, 290#, 291#, 300*, 301#, 306#, 307#, 309#, 310*, 313*, 314#, 319#, 320*, 321#, 321#, 324#, 326#, 328#, 329#, 330#, .

ADDENDUM III

GENERAL PROVISIONS

(SUPPLY CONTRACT)

1. DEFINITIONS

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

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

2. CHANGES

The Contracting Officer may at any time, by a written order, and without notice to the sureties, make changes, within the general scope of this contract, in anyone or more of the following: (i) Drawings, designs, or specifications where the supplies to be furnished are to be specially manufactured for the Government in accordance therewith; (ii) method of shipment or packing; and (iii) place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the work under this contract, whether changed or not changed by any such order, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall be modified in writing accordingly. Any claim by the contractor for adjustment under this clause must be asserted within 30 days from the date of receipt by the Contractor of the notification of change: Provided, however, That the Contracting Officer, if he decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this contract. Where the cost of property made obsolete or excess as a result of a change is included in the Contractor's claim for adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of such property. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes." However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

3. EXTRAS

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

4. VARIATION IN QUALITY

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

5. INSPECTION

(a) All supplies (which term throughout this clause includes without limitation raw materials, components, intermediate assemblies, and end products) shall be subject to inspection and test by the Government, to the extent practicable, at all times and places including the period of manufacture and in any event prior to acceptance.

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

(c) If any change inspection or test is made by the Government on the premises of the Contractor or a subcontractor, the Contractor without additional charge shall provide reasonable facilities and assistance for the safety and convenience of the Government inspectors in the performance of their duties. If Government inspection or test is made at a point other than the premises of the Contractor or a subcontractor, it shall be at the expense of the Government except as otherwise provided in this contract: Provided, That in case of rejection the Government shall not be liable for any reduction in value of samples used in connection with such inspection or test. All inspections and tests by the Government shall be performed in such a manner as not to unduly delay the work. The Government reserves the right to charge to the Contractor any additional cost of Government inspection and test when supplies are not ready at the time such inspection and test is requested by the Contractor or when reinspection or retest

is necessitated by prior rejection. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this contract; but failure to inspect and accept or reject supplies shall neither relieve the Contractor from responsibility for such supplies as are not in accordance with the contract requirements nor impose liability on the Government therefor.

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

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

6. RESPONSIBILITY FOR SUPPLIES

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

7. PAYMENTS

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

8. ASSIGNMENT OF CLAIMS

(a) Pursuant to the provisions of the Assignment of Claims Act (5 VIC 1201 et. seq.) if this contract provides for payments aggregating \$1,000 or more, claims for moneys due or to become due to the Contractor from the Government under this

contract may be assigned to a bank, trust company, or other financial institution, including any Federal lending agency, and may thereafter be further assigned and reassigned to any such institution. Any such assignment or reassignment shall cover all amounts payable under this contract and not already paid, and shall not be made to more than one party, except that any such assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in such financing. Unless otherwise provided in this contract, payments to an assignee of any moneys due or to become due under this contract shall not, to the extent provided in said Act, as amended, be subject to reduction or set off.

9. ADDITIONAL BOND SECURITY

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

10. EXAMINATION OF RECORDS

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

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

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

11. DEFAULT

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

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

(ii) if the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.

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

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

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

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

amount shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes." The Government may withhold from amounts otherwise due the Contractor for such completed supplies or manufacturing materials such sum as the Contracting Officer determines to be necessary to protect the Government against loss because of outstanding liens or claims of former lien holders.

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

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

12. DISPUTES

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

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

13. NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT

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

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

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

14. BUY AMERICAN ACT

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

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

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

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

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

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

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

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

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

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

15. CONVICT LABOR

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

16. OFFICIALS NOT TO BENEFIT

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

17. COVENANT AGAINST CONTINGENT FEES

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

ADDENDUM IV

TERMINATION OF CONTRACTS

— 0 —

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):

- (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.