



**FULLY EXECUTED**

Contract Number: 4400029075

Original Contract Effective Date: 12/22/2023

Valid From: 01/01/2024 To: 12/31/2028

All using Agencies of the Commonwealth, Participating Political Subdivision, Authorities, Private Colleges and Universities

**Purchasing Agent**

Name: Mazza Celeste

Phone: 717-346-8112

Fax: 717-214-9505

Your SAP Vendor Number with us: 118123

**Supplier Name/Address:**

FEESERS INC  
DBA FEESERS FOOD DISTRIBUTORS  
FEESERS INC DBA FEESERS FOOD DISTRI  
5561 GRAYSON RD  
HARRISBURG PA 17111-3327 US

Supplier Phone Number: 800-326-2828

Supplier Fax Number: 717-558-7440

**Please Deliver To:**

To be determined at the time of the Purchase Order unless specified below.

**Contract Name:**

Non Perishable Foods

**Payment Terms**

NET 30

Solicitation No.:

Issuance Date:

Supplier Bid or Proposal No. (if applicable):

Solicitation Submission Date:

This contract is comprised of: The above referenced Solicitation, the Supplier's Bid or Proposal, and any documents attached to this Contract or incorporated by reference.

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
1	291349 BAKING,MUFFIN MIX, BRAN	0.000	Case	58.85	1	0.00
<b>Item Text</b>						
Manufacturer: General Mills						
Manufacturer's Item Code: 11447						
Pallet Configuration: 10 x 2						
At no time is the contractor allowed to unilaterally change brands or pricing.						
2	292158 BAKING, BROWNIE MIX	0.000	Case	85.21	1	0.00

**Information:**

Supplier's Signature \_\_\_\_\_

Title \_\_\_\_\_

Printed Name \_\_\_\_\_

Date \_\_\_\_\_



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DBA FEESERS FOOD DISTRIBUTORS

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
<b>Item Text</b>						
Manufacturer: General Mills						
Manufacturer's Item Code: 11312						
Pallet Configuration: 10 x 2						
At no time is the contractor allowed to unilaterally change brands or pricing.						
3	292981 BAKING, CAKE MIX, CHOC	0.000	Case	81.50	1	0.00
<b>Item Text</b>						
Manufacturer: General Mills						
Manufacturer's Item Code: 11116						
Pallet Configuration: 10 x 2						
At no time is the contractor allowed to unilaterally change brands or pricing.						
4	292159 BAKING, CAKE MIX, WHITE	0.000	Case	75.33	1	0.00
<b>Item Text</b>						
Manufacturer: General Mills						
Manufacturer's Item Code: 11132						
Pallet Configuration: 10 x 2						
At no time is the contractor allowed to unilaterally change brands or pricing.						
5	292160 BAKING, CAKE MIX, YELLOW	0.000	Case	77.29	1	0.00
<b>Item Text</b>						
Manufacturer: General Mills						
Manufacturer's Item Code: 11152						
Pallet Configuration: 10 x 2						
At no time is the contractor allowed to unilaterally change brands or pricing.						
6	249195 BAKING, CHOCOLATE CHIPS	0.000	Carton	80.41	1	0.00

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Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
<b>Item Text</b>						
Manufacturer: Hershey						
Manufacturer's Item Code: 61125						
Pallet Configuration: 9 x 5						
At no time is the contractor allowed to unilaterally change brands or pricing.						
7	292162 BAKING, CORNSTARCH	0.000	Case	35.65	1	0.00
<b>Item Text</b>						
Manufacturer: Argo						
Manufacturer's Item Code: 2001561						
Pallet Configuration: 10 x 6						
At no time is the contractor allowed to unilaterally change brands or pricing.						
8	292980 BAKING, FLOUR, A.P	0.000	Case	21.00	1	0.00
<b>Item Text</b>						
Manufacturer: Gold Medal						
Manufacturer's Item Code: 14317						
Pallet Configuration: 10 x 5						
At no time is the contractor allowed to unilaterally change brands or pricing.						
9	302134 BAKING, FROSTING, CHOC, RTU	0.000	Case	66.76	1	0.00
<b>Item Text</b>						
Manufacturer: General Mills						
Manufacturer's Item Code: 11215						
Pallet Configuration: 10 x 3						
At no time is the contractor allowed to unilaterally change brands or pricing.						
10	293599 BAKING, GELATIN, CHERRY	0.000	Case	32.12	1	0.00

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Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
<b>Item Text</b>						
Manufacturer: First Quality						
Manufacturer's Item Code: 461304						
Pallet Configuration: 16 x 2						
At no time is the contractor allowed to unilaterally change brands or pricing.						
11	293984 BAKING, GELATIN, LEMON	0.000	Case	32.12	1	0.00
<b>Item Text</b>						
Manufacturer: First Quality						
Manufacturer's Item Code: 461301						
Pallet Configuration: 16 x 2						
At no time is the contractor allowed to unilaterally change brands or pricing.						
12	293604 BAKING, GELATIN, LIME	0.000	Case	32.12	1	0.00
<b>Item Text</b>						
Manufacturer: First Quality						
Manufacturer's Item Code: 461307						
Pallet Configuration: 16 x 2						
At no time is the contractor allowed to unilaterally change brands or pricing.						
13	293988 BAKING, GELATIN, ORANGE	0.000	Case	32.12	1	0.00
<b>Item Text</b>						
Manufacturer: First Quality						
Manufacturer's Item Code: 461302						
Pallet Configuration: 16 x 2						
At no time is the contractor allowed to unilaterally change brands or pricing.						
14	293612 BAKING, GELATIN, RED, ASST, DT	0.000	Case	88.26	1	0.00

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Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
<b>Item Text</b>						
Manufacturer: Kraft						
Manufacturer's Item Code: 84311						
Pallet Configuration: 21 x 8						
At no time is the contractor allowed to unilaterally change brands or pricing.						
15	293614 BAKING, GELATIN, STRAWBERRY	0.000	Case	32.12	1	0.00
<b>Item Text</b>						
Manufacturer: First Quality						
Manufacturer's Item Code: 461305						
Pallet Configuration: 16 x 2						
At no time is the contractor allowed to unilaterally change brands or pricing.						
16	293983 BAKING, GELATIN, CITRUS, ASST, DT	0.000	Case	47.10	1	0.00
<b>Item Text</b>						
Manufacturer: First Food						
Manufacturer's Item Code: 461511						
Pallet Configuration: 16 x 7						
At no time is the contractor allowed to unilaterally change brands or pricing.						
17	293468 BAKING, GRAHAM CRACKER CRUMBS	0.000	Case	30.68	1	0.00
<b>Item Text</b>						
Manufacturer: NABISCO						
Manufacturer's Item Code: 826						
Pallet Configuration: 15 x 3						
At no time is the contractor allowed to unilaterally change brands or pricing.						
18	292982 BAKING, ICING MIX, WHITE	0.000	Case	73.21	1	0.00

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<b>Item Text</b>						
Manufacturer: General Mills						
Manufacturer's Item Code: 11212						
Pallet Configuration: 10 x 2						
At no time is the contractor allowed to unilaterally change brands or pricing.						
19	292164 BAKING, MILK, EVAP, UNSWT	0.000	Case	67.12	1	0.00
<b>Item Text</b>						
Manufacturer: JERZEE						
Manufacturer's Item Code: 8100159341						
Pallet Configuration: 6 x 7						
At no time is the contractor allowed to unilaterally change brands or pricing.						
20	315150 BAKING, MUFFIN MIX, BLUEBERRY	0.000	Case	79.88	1	0.00
<b>Item Text</b>						
Manufacturer: General Mills						
Manufacturer's Item Code: 11547						
Pallet Configuration: 10 x 2						
At no time is the contractor allowed to unilaterally change brands or pricing.						
21	317614 BAKING, PAN COATING, ANTISTICK	0.000	Case	40.78	1	0.00
<b>Item Text</b>						
Manufacturer: PAM						
Manufacturer's Item Code: 7263						
Pallet Configuration: 36 x 2						
At no time is the contractor allowed to unilaterally change brands or pricing.						
22	207792 BAKING, PANCAKE MIX	0.000	US Pound	41.52	1	0.00

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<b>Item Text</b>						
Manufacturer: Pearl Milling						
Manufacturer's Item Code: 63266						
Pallet Configuration: 14 x 4						
At no time is the contractor allowed to unilaterally change brands or pricing.						
23	292166 BAKING, PIE FILLING, APPLE	0.000	Case	33.66	1	0.00
<b>Item Text</b>						
Manufacturer: Lucky Leaf						
Manufacturer's Item Code: 30070						
Pallet Configuration: 14 x 4						
At no time is the contractor allowed to unilaterally change brands or pricing.						
24	292167 BAKING, PIE FILLING, BLUEBERRY	0.000	Case	47.39	1	0.00
<b>Item Text</b>						
Manufacturer: Lucky Leaf						
Manufacturer's Item Code: 30072						
Pallet Configuration: 14 x 4						
At no time is the contractor allowed to unilaterally change brands or pricing.						
25	292168 BAKING, PIE FILLING, CHERRY	0.000	Case	58.20	1	0.00
<b>Item Text</b>						
Manufacturer: Lucky Leaf						
Manufacturer's Item Code: 30074						
Pallet Configuration: 14 x 4						
At no time is the contractor allowed to unilaterally change brands or pricing.						
26	292169 BAKING, PIE FILLING, LEMON	0.000	Case	22.82	1	0.00

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<b>Item Text</b>						
Manufacturer: Lucky Leaf						
Manufacturer's Item Code: 30036						
Pallet Configuration: 14 x 4						
At no time is the contractor allowed to unilaterally change brands or pricing.						
27	292170 BAKING, PIE FILLING, PEACH	0.000	Case	43.45	1	0.00
<b>Item Text</b>						
Manufacturer: Lucky Leaf						
Manufacturer's Item Code: 30076						
Pallet Configuration: 14 x 4						
At no time is the contractor allowed to unilaterally change brands or pricing.						
28	292173 BAKING, PUDDING, LEM, TFF, RTS, SS	0.000	Case	22.24	1	0.00
<b>Item Text</b>						
Manufacturer: Lucky Leaf						
Manufacturer's Item Code: FFPDR3802LKL01						
Pallet Configuration: 14 x 3						
At no time is the contractor allowed to unilaterally change brands or pricing.						
29	355963 BAKING, PUDDING SNACK, VAN, SUGAR FREE	0.000	Case	19.49	1	0.00
<b>Item Text</b>						
Manufacturer: HUNTS						
Manufacturer's Item Code: 2700041905						
Pallet Configuration: 9 x 8						
At no time is the contractor allowed to unilaterally change brands or pricing.						
30	355964 BAKING, PUDDING SNACK, CHOC, SUGAR FREE	0.000	Case	19.49	1	0.00

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<b>Item Text</b>						
Manufacturer: HUNTS						
Manufacturer's Item Code: 2700041904						
Pallet Configuration: 9 x 8						
At no time is the contractor allowed to unilaterally change brands or pricing.						
31	292174 BAKING, PUDDING, TAP, TFF, RTS, SS	0.000	Case	47.59	1	0.00
<b>Item Text</b>						
Manufacturer: White House						
Manufacturer's Item Code: 556-1884						
Pallet Configuration: 8 x 4						
At no time is the contractor allowed to unilaterally change brands or pricing.						
32	292176 BAKING, PUDDING, BTRSCH, SS, RTS	0.000	Case	25.48	1	0.00
<b>Item Text</b>						
Manufacturer: HUNTS						
Manufacturer's Item Code: 55414						
Pallet Configuration: 9 x 5						
At no time is the contractor allowed to unilaterally change brands or pricing.						
33	292984 BAKING, PUDDING, CHOC, SS, RTS	0.000	Case	21.41	1	0.00
<b>Item Text</b>						
Manufacturer: Kraft						
Manufacturer's Item Code: 82750						
Pallet Configuration: 9 x 8						
At no time is the contractor allowed to unilaterally change brands or pricing.						
34	293484 BAKING, PUDDING, VAN, TFF, RTS	0.000	Case	43.63	1	0.00

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<b>Item Text</b>						
Manufacturer: Lucky Leaf						
Manufacturer's Item Code: 37806						
Pallet Configuration: 7 x 4						
At no time is the contractor allowed to unilaterally change brands or pricing.						
35	293019 BAKING, PUDDING, VAN, SS, RTS	0.000	Case	21.41	1	0.00
<b>Item Text</b>						
Manufacturer: Kraft						
Manufacturer's Item Code: 82751						
Pallet Configuration: 9 x 8						
At no time is the contractor allowed to unilaterally change brands or pricing.						
36	269668 BAKING, SUGAR SUB, EQUAL	0.000	Case	39.98	1	0.00
<b>Item Text</b>						
Manufacturer: Equal						
Manufacturer's Item Code: 61250						
Pallet Configuration: 18 x 8						
At no time is the contractor allowed to unilaterally change brands or pricing.						
37	293488 BAKING, SUGAR SUB, SPLENDA	0.000	Case	37.86	1	0.00
<b>Item Text</b>						
Manufacturer: Splenda						
Manufacturer's Item Code: 60242000						
Pallet Configuration: 20 x 6						
At no time is the contractor allowed to unilaterally change brands or pricing.						
38	315152 BAKING, SUGAR SUB, SUGAR TWIN	0.000	Case	11.66	1	0.00

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<b>Item Text</b>						
Manufacturer: SugarTwin						
Manufacturer's Item Code: J070-81900						
Pallet Configuration: 25 x 9						
At no time is the contractor allowed to unilaterally change brands or pricing.						
39	292178 BAKING, SUGAR, GRANULATED	0.000	Case	22.78	1	0.00
<b>Item Text</b>						
Manufacturer: Domino						
Manufacturer's Item Code: 401450						
Pallet Configuration: 7 x 12						
At no time is the contractor allowed to unilaterally change brands or pricing.						
40	292179 BAKING, SUGAR, LIGHT BROWN	0.000	Case	34.35	1	0.00
<b>Item Text</b>						
Manufacturer: Domino						
Manufacturer's Item Code: 400592						
Pallet Configuration: 10 x 7						
At no time is the contractor allowed to unilaterally change brands or pricing.						
41	292180 BAKING, SUGAR, LIGHT BROWN	0.000	Case	26.95	1	0.00
<b>Item Text</b>						
Manufacturer: Domino						
Manufacturer's Item Code: 401478						
Pallet Configuration: 7 x 12						
At no time is the contractor allowed to unilaterally change brands or pricing.						
42	292177 BAKING, SUGAR, PACKET	0.000	Case	15.58	1	0.00

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<b>Item Text</b>						
Manufacturer: Domino						
Manufacturer's Item Code: 401759						
Pallet Configuration: 18 x 7						
At no time is the contractor allowed to unilaterally change brands or pricing.						
43	211095 BEV, BASE, FRUIT PUNCH, LOW CAL.	0.000	Case	46.01	1	0.00
<b>Item Text</b>						
Manufacturer: Crystal Light (Kraft)						
Manufacturer's Item Code: 83931						
Pallet Configuration: 32 x 7						
At no time is the contractor allowed to unilaterally change brands or pricing.						
44	240868 BEV, BASE, LEMONADE, LOW CAL.	0.000	Case	46.01	1	0.00
<b>Item Text</b>						
Manufacturer: Crystal Light (Kraft)						
Manufacturer's Item Code: 83937						
Pallet Configuration: 32 x 7						
At no time is the contractor allowed to unilaterally change brands or pricing.						
45	242683 BEV, COFFEE, DECAF, INSTANT	0.000	Case	41.57	1	0.00
<b>Item Text</b>						
Manufacturer: Maxwell House						
Manufacturer's Item Code: 79840						
Pallet Configuration: 10 x 7						
At no time is the contractor allowed to unilaterally change brands or pricing.						
46	293504 BEV, GATORADE, FRT PUNCH	0.000	Case	28.65	1	0.00

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Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
<b>Item Text</b>						
Manufacturer: Gatorade						
Manufacturer's Item Code: 32866						
Pallet Configuration: 9 x 6						
At no time is the contractor allowed to unilaterally change brands or pricing.						
47	293505 BEV, GATORADE, ORANGE	0.000	Case	28.65	1	0.00
<b>Item Text</b>						
Manufacturer: Gatorade						
Manufacturer's Item Code: 32867						
Pallet Configuration: 9 x 6						
At no time is the contractor allowed to unilaterally change brands or pricing.						
48	293924 BEV, GATORADE, LEMON-LIME	0.000	Case	17.36	1	0.00
<b>Item Text</b>						
Manufacturer: Gatorade						
Manufacturer's Item Code: 12178						
Pallet Configuration: 10 x 8						
At no time is the contractor allowed to unilaterally change brands or pricing.						
49	292183 BEV, HOT CHOC	0.000	Case	66.92	1	0.00
<b>Item Text</b>						
Manufacturer: Swiss Miss						
Manufacturer's Item Code: 7092047491						
Pallet Configuration: 13 x 2						
At no time is the contractor allowed to unilaterally change brands or pricing.						
50	292184 BEV, HOT CHOC, NSA	0.000	Case	51.95	1	0.00

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Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
<b>Item Text</b>						
Manufacturer: Swiss Miss						
Manufacturer's Item Code: 5584						
Pallet Configuration: 15 x 3						
At no time is the contractor allowed to unilaterally change brands or pricing.						
51	315154 BEV, JUICE, APPLE, HONEY CONSIS	0.000	Case	25.58	1	0.00
<b>Item Text</b>						
Manufacturer: Lyons						
Manufacturer's Item Code: 1936						
Pallet Configuration: 8 x 5						
At no time is the contractor allowed to unilaterally change brands or pricing.						
52	315155 BEV, JUICE, APPLE, NECTAR CONSIS	0.000	Case	25.32	1	0.00
<b>Item Text</b>						
Manufacturer: Lyons						
Manufacturer's Item Code: 1944						
Pallet Configuration: 8 x 5						
At no time is the contractor allowed to unilaterally change brands or pricing.						
53	354988 BEV, JUICE, APPLE, PLASTIC ONLY	0.000	Case	18.49	1	0.00
<b>Item Text</b>						
Manufacturer: Ruby Kist						
Manufacturer's Item Code: 3600845RK						
Pallet Configuration: 13 x 4						
At no time is the contractor allowed to unilaterally change brands or pricing.						
54	146980 BEV, JUICE, APPLE, SS	0.000	Case	31.59	1	0.00

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<b>Item Text</b> Manufacturer: Orchard Splash Manufacturer's Item Code: 48020 Pallet Configuration: 10 x 10						
At no time is the contractor allowed to unilaterally change brands or pricing.						
55	315156 BEV, JUICE, CRANBERRY, HONEY CONSIS	0.000	Case	23.59	1	0.00
<b>Item Text</b> Manufacturer: Lyons Manufacturer's Item Code: 1938 Pallet Configuration: 8 x 4						
At no time is the contractor allowed to unilaterally change brands or pricing.						
56	315146 BEV, JUICE, CRANBERRY, NECTAR CONSIS	0.000	Case	23.59	1	0.00
<b>Item Text</b> Manufacturer: Lyons Manufacturer's Item Code: 1945 Pallet Configuration: 8 x 5						
At no time is the contractor allowed to unilaterally change brands or pricing.						
57	147027 BEV, JUICE, CRANBERRY, SS	0.000	Case	28.35	1	0.00
<b>Item Text</b> Manufacturer: Orchard Splash Manufacturer's Item Code: 48010 Pallet Configuration: 10 x 10						
At no time is the contractor allowed to unilaterally change brands or pricing.						
58	146977 BEV, JUICE, GRAPE	0.000	Case	32.48	1	0.00

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<b>Item Text</b>						
Manufacturer: Orchard Splash						
Manufacturer's Item Code: 48030						
Pallet Configuration: 10 x 10						
At no time is the contractor allowed to unilaterally change brands or pricing.						
59	146978 BEV, JUICE, ORANGE	0.000	Case	33.67	1	0.00
<b>Item Text</b>						
Manufacturer: Orchard Splash						
Manufacturer's Item Code: 48000						
Pallet Configuration: 10 x 10						
At no time is the contractor allowed to unilaterally change brands or pricing.						
60	315157 BEV, JUICE, ORANGE, HONEY CONSIG	0.000	Case	25.66	1	0.00
<b>Item Text</b>						
Manufacturer: Lyons						
Manufacturer's Item Code: 1935						
Pallet Configuration: 8 x 6						
At no time is the contractor allowed to unilaterally change brands or pricing.						
61	315158 BEV, JUICE, ORANGE, NECTAR CONSIG	0.000	Case	25.70	1	0.00
<b>Item Text</b>						
Manufacturer: Lyons						
Manufacturer's Item Code: 1943						
Pallet Configuration: 8 x 6						
At no time is the contractor allowed to unilaterally change brands or pricing.						
62	293516 BEV, JUICE, V-8, LS	0.000	Case	36.63	1	0.00

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Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
<b>Item Text</b>						
Manufacturer: Campbell						
Manufacturer's Item Code: 67						
Pallet Configuration: 16 x 3						
At no time is the contractor allowed to unilaterally change brands or pricing.						
63	315161 BEV, MILK, SOY	0.000	Case	31.49	1	0.00
<b>Item Text</b>						
Manufacturer: Silk						
Manufacturer's Item Code: 100262						
Pallet Configuration: 15 x 3						
At no time is the contractor allowed to unilaterally change brands or pricing.						
64	293923 BEV, MIX, INST BKFST, VAN	0.000	Case	29.32	1	0.00
<b>Item Text</b>						
Manufacturer: Carnation						
Manufacturer's Item Code: 53062						
Pallet Configuration: 15 x 3						
At no time is the contractor allowed to unilaterally change brands or pricing.						
65	292205 BEV, TEA, BAGS, DECAF, ENV	0.000	Case	30.17	1	0.00
<b>Item Text</b>						
Manufacturer: Salada (Tetley)						
Manufacturer's Item Code: 40461						
Pallet Configuration: 14 x 3						
At no time is the contractor allowed to unilaterally change brands or pricing.						
66	291388 BEV, TEA, BAGS, ENV	0.000	Case	53.67	1	0.00

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Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
<b>Item Text</b>						
Manufacturer: Lipton						
Manufacturer's Item Code: 410000291						
Pallet Configuration: 17 x 3						
At no time is the contractor allowed to unilaterally change brands or pricing.						
67	270467 BEV, TEA, ICED, DECAF	0.000	Case	39.25	1	0.00
<b>Item Text</b>						
Manufacturer: Tetley						
Manufacturer's Item Code: 5174						
Pallet Configuration: 25 x 4						
At no time is the contractor allowed to unilaterally change brands or pricing.						
68	292201 BEV, V-8	0.000	Case	23.90	1	0.00
<b>Item Text</b>						
Manufacturer: Campbell						
Manufacturer's Item Code: 20808						
Pallet Configuration: 10 x 5						
At no time is the contractor allowed to unilaterally change brands or pricing.						
69	292202 BEV, WATER	0.000	Case	11.52	1	0.00
<b>Item Text</b>						
Manufacturer: Nestle						
Manufacturer's Item Code: 6827432228						
Pallet Configuration: 12 x 5						
At no time is the contractor allowed to unilaterally change brands or pricing.						
70	293523 BEV, WATER	0.000	Case	11.45	1	0.00

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Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
<b>Item Text</b> Manufacturer: Aquafina Manufacturer's Item Code: 504044 Pallet Configuration: 10 x 6						
At no time is the contractor allowed to unilaterally change brands or pricing.						
71	317570 BEV, WATER, FLAVORED	0.000	Case	15.14	1	0.00
<b>Item Text</b> Manufacturer: Fruit 20 Manufacturer's Item Code: 23245 Pallet Configuration: 10 x 6						
At no time is the contractor allowed to unilaterally change brands or pricing.						
72	317615 BEV, WATER, FLAVORED (BRY,KIWI/STRW, LEM	0.000	Case	20.76	1	0.00
<b>Item Text</b> Manufacturer: Propel Manufacturer's Item Code: 169 Pallet Configuration: 10 x 6						
At no time is the contractor allowed to unilaterally change brands or pricing.						
73	355949 CEREAL, APPLE CINNAMIN	0.000	Case	32.04	1	0.00
<b>Item Text</b> Manufacturer: General Mills Manufacturer's Item Code: 31879 Pallet Configuration: 9 x 3						
At no time is the contractor allowed to unilaterally change brands or pricing.						
74	292206 CEREAL, APPLE JACKS, BWLS	0.000	Case	40.02	1	0.00

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Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
<b>Item Text</b>						
Manufacturer: Kelloggs						
Manufacturer's Item Code: 2996						
Pallet Configuration: 9 x 3						
At no time is the contractor allowed to unilaterally change brands or pricing.						
75	291390 CEREAL, ASST, BWLS	0.000	Case	53.09	1	0.00
<b>Item Text</b>						
Manufacturer: Kelloggs						
Manufacturer's Item Code: 7338						
Pallet Configuration: 9 x 3						
At no time is the contractor allowed to unilaterally change brands or pricing.						
76	243674 CEREAL, BRAN FLAKES	0.000	Case	52.40	1	0.00
<b>Item Text</b>						
Manufacturer: Kelloggs						
Manufacturer's Item Code: 691						
Pallet Configuration: 10 x 3						
At no time is the contractor allowed to unilaterally change brands or pricing.						
77	292207 CEREAL, BRAN FLAKES, BWLS	0.000	Case	40.01	1	0.00
<b>Item Text</b>						
Manufacturer: Kelloggs						
Manufacturer's Item Code: 696						
Pallet Configuration: 9 x 3						
At no time is the contractor allowed to unilaterally change brands or pricing.						
79	292209 CEREAL, CHEERIOS, BWL	0.000	Case	32.04	1	0.00

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Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
<b>Item Text</b>						
Manufacturer: General Mills						
Manufacturer's Item Code: 32262						
Pallet Configuration: 9 x 3						
At no time is the contractor allowed to unilaterally change brands or pricing.						
80	147149 CEREAL, CHEERIOS, HONEY NUT, BWL	0.000	Case	32.04	1	0.00
<b>Item Text</b>						
Manufacturer: General Mills						
Manufacturer's Item Code: 11918						
Pallet Configuration: 9 x 4						
At no time is the contractor allowed to unilaterally change brands or pricing.						
81	293529 CEREAL, CINN CRUNCH, BWL	0.000	Case	32.04	1	0.00
<b>Item Text</b>						
Manufacturer: General Mills						
Manufacturer's Item Code: 11815						
Pallet Configuration: 9 x 3						
At no time is the contractor allowed to unilaterally change brands or pricing.						
82	293530 CEREAL, CINN CRUNCH, RED/SGR, BWL	0.000	Case	32.04	1	0.00
<b>Item Text</b>						
Manufacturer: General Mills						
Manufacturer's Item Code: 29444						
Pallet Configuration: 9 x 4						
At no time is the contractor allowed to unilaterally change brands or pricing.						
83	293531 CEREAL, COCOA KRSPIES, BWL	0.000	Case	40.45	1	0.00

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Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
<b>Item Text</b>						
Manufacturer: Kelloggs						
Manufacturer's Item Code: 1196						
Pallet Configuration: 9 x 3						
At no time is the contractor allowed to unilaterally change brands or pricing.						
84	292210 CEREAL, COCOA PUFFS, BWL	0.000	Case	32.04	1	0.00
<b>Item Text</b>						
Manufacturer: General Mills						
Manufacturer's Item Code: 31888						
Pallet Configuration: 9 x 2						
At no time is the contractor allowed to unilaterally change brands or pricing.						
85	293532 CEREAL, CORN FLAKES	0.000	Case	21.31	1	0.00
<b>Item Text</b>						
Manufacturer: Ralston						
Manufacturer's Item Code: 40141						
Pallet Configuration: 10 x 3						
At no time is the contractor allowed to unilaterally change brands or pricing.						
86	292211 CEREAL, CORN FLAKES, BWL	0.000	Case	34.38	1	0.00
<b>Item Text</b>						
Manufacturer: Kelloggs						
Manufacturer's Item Code: 196						
Pallet Configuration: 9 x 3						
At no time is the contractor allowed to unilaterally change brands or pricing.						
87	292212 CEREAL, CORN POPS, BWL	0.000	Case	34.38	1	0.00

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Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
<b>Item Text</b>						
Manufacturer: Kelloggs						
Manufacturer's Item Code: 1096						
Pallet Configuration: 9 x 3						
At no time is the contractor allowed to unilaterally change brands or pricing.						
88	293533 CEREAL, CREAM OF RICE	0.000	Case	69.70	1	0.00
<b>Item Text</b>						
Manufacturer: B&G						
Manufacturer's Item Code: 2693						
Pallet Configuration: 20 x 2						
At no time is the contractor allowed to unilaterally change brands or pricing.						
89	292213 CEREAL, CREAM OF WHEAT	0.000	Case	67.40	1	0.00
<b>Item Text</b>						
Manufacturer: B&G						
Manufacturer's Item Code: 15						
Pallet Configuration: 12 x 3						
At no time is the contractor allowed to unilaterally change brands or pricing.						
90	293534 CEREAL, FARINA	0.000	Case	22.87	1	0.00
<b>Item Text</b>						
Manufacturer: Maypo						
Manufacturer's Item Code: 43051						
Pallet Configuration: 15 x 2						
At no time is the contractor allowed to unilaterally change brands or pricing.						
91	292214 CEREAL, FROSTED FLAKES, BWL	0.000	Case	34.38	1	0.00

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Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
<b>Item Text</b>						
Manufacturer: Kelloggs						
Manufacturer's Item Code: 1596						
Pallet Configuration: 9 x 3						
At no time is the contractor allowed to unilaterally change brands or pricing.						
92	292215 CEREAL, FRSTD MINI WHTS, BWL	0.000	Case	35.06	1	0.00
<b>Item Text</b>						
Manufacturer: Kelloggs						
Manufacturer's Item Code: 4996						
Pallet Configuration: 9 x 3						
At no time is the contractor allowed to unilaterally change brands or pricing.						
93	292216 CEREAL, FRUIT LOOPS, BWL	0.000	Case	40.20	1	0.00
<b>Item Text</b>						
Manufacturer: Kelloggs						
Manufacturer's Item Code: 1796						
Pallet Configuration: 9 x 3						
At no time is the contractor allowed to unilaterally change brands or pricing.						
94	355950 CEREAL, GOLDEN GRAHAMS	0.000	Case	32.04	1	0.00
<b>Item Text</b>						
Manufacturer: General Mills						
Manufacturer's Item Code: 11943						
Pallet Configuration: 9 x 3						
At no time is the contractor allowed to unilaterally change brands or pricing.						
95	275152 CEREAL, GRITS, ENRICHED	0.000	Case	39.68	1	0.00

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Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
<b>Item Text</b>						
Manufacturer: Quaker						
Manufacturer's Item Code: 4378						
Pallet Configuration: 10 x 4						
At no time is the contractor allowed to unilaterally change brands or pricing.						
96	293538 CEREAL, KIX, BWL	0.000	Case	32.04	1	0.00
<b>Item Text</b>						
Manufacturer: General Mills						
Manufacturer's Item Code: 11942						
Pallet Configuration: 9 x 3						
At no time is the contractor allowed to unilaterally change brands or pricing.						
97	293540 CEREAL, LUCKY CHARMS, BWL	0.000	Case	32.04	1	0.00
<b>Item Text</b>						
Manufacturer: General Mills						
Manufacturer's Item Code: 31917						
Pallet Configuration: 9 x 3						
At no time is the contractor allowed to unilaterally change brands or pricing.						
98	292220 CEREAL, OATMEAL, ASST	0.000	Case	27.70	1	0.00
<b>Item Text</b>						
Manufacturer: Quaker						
Manufacturer's Item Code: 31682						
Pallet Configuration: 12 x 3						
At no time is the contractor allowed to unilaterally change brands or pricing.						
99	292219 CEREAL, OATMEAL, QUICK	0.000	Case	16.15	1	0.00

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Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
<b>Item Text</b> Manufacturer: Quaker Manufacturer's Item Code: 43661 Pallet Configuration: 15 x 4						
At no time is the contractor allowed to unilaterally change brands or pricing.						
100	291398 CEREAL, OATMEAL, QUICK, HOT	0.000	Case	65.65	1	0.00
<b>Item Text</b> Manufacturer: Quaker Manufacturer's Item Code: 43285 Pallet Configuration: 6 x 4						
At no time is the contractor allowed to unilaterally change brands or pricing.						
101	262272 CEREAL, POP TARTS, FROSTD, ASST, FLAV	0.000	Case	57.67	1	0.00
<b>Item Text</b> Manufacturer: Kelloggs Manufacturer's Item Code: 31132 Pallet Configuration: 15 x 4						
At no time is the contractor allowed to unilaterally change brands or pricing.						
102	292222 CEREAL, RAISIN BRAN, BWL	0.000	Case	40.20	1	0.00
<b>Item Text</b> Manufacturer: Kelloggs Manufacturer's Item Code: 896 Pallet Configuration: 9 x 3						
At no time is the contractor allowed to unilaterally change brands or pricing.						
103	355951 CEREAL, REESEES, PB PUFFS	0.000	Case	32.04	1	0.00

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Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
<b>Item Text</b>						
Manufacturer: General Mills						
Manufacturer's Item Code: 31919						
Pallet Configuration: 9 x 3						
At no time is the contractor allowed to unilaterally change brands or pricing.						
104	291401 CEREAL, RICE KRISP, BWL	0.000	Case	32.04	1	0.00
<b>Item Text</b>						
Manufacturer: Kelloggs						
Manufacturer's Item Code: 596						
Pallet Configuration: 9 x 3						
At no time is the contractor allowed to unilaterally change brands or pricing.						
105	292225 CEREAL, SPECIAL K, BWL	0.000	Case	40.20	1	0.00
<b>Item Text</b>						
Manufacturer: Kelloggs						
Manufacturer's Item Code: 1696						
Pallet Configuration: 9 x 3						
At no time is the contractor allowed to unilaterally change brands or pricing.						
106	292217 CEREAL, CHEERIOS, HONEY NUT	0.000	Case	53.53	1	0.00
<b>Item Text</b>						
Manufacturer: General Mills						
Manufacturer's Item Code: 11988						
Pallet Configuration: 10 x 3						
At no time is the contractor allowed to unilaterally change brands or pricing.						
107	293544 CEREAL, TRIX, RED/SGR, BWL	0.000	Case	32.04	1	0.00

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Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
<b>Item Text</b> Manufacturer: General Mills Manufacturer's Item Code: 31922 Pallet Configuration: 9 x 2  At no time is the contractor allowed to unilaterally change brands or pricing.						
108	242597 COND, SALSA THICK AND CHUNKY MILD	0.000	Case	72.66	1	0.00
<b>Item Text</b> Manufacturer: PACE Manufacturer's Item Code: 14070 Pallet Configuration: 11 x 2  At no time is the contractor allowed to unilaterally change brands or pricing.						
109	238869 COND, APPLE BUTTER	0.000	Case	20.75	1	0.00
<b>Item Text</b> Manufacturer: Smuckers Manufacturer's Item Code: 5150001984 Pallet Configuration: 22 x 6  At no time is the contractor allowed to unilaterally change brands or pricing.						
110	292227 COND, APPLE BUTTER	0.000	Case	31.94	1	0.00
<b>Item Text</b> Manufacturer: Musselman Manufacturer's Item Code: 32530 Pallet Configuration: 16 x 3  At no time is the contractor allowed to unilaterally change brands or pricing.						
111	292228 COND, BBQ, SAUCE	0.000	Case	54.32	1	0.00

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<b>Item Text</b>						
Manufacturer: Sweet Baby Rays (KENS)						
Manufacturer's Item Code: SJ0440HF						
Pallet Configuration: 12 x 3						
At no time is the contractor allowed to unilaterally change brands or pricing.						
112	293572 COND, BBQ, SAUCE	0.000	Case	22.88	1	0.00
<b>Item Text</b>						
Manufacturer: Heinz (Kraft)						
Manufacturer's Item Code: 130007146000						
Pallet Configuration: 17 x 10						
At no time is the contractor allowed to unilaterally change brands or pricing.						
113	292230 COND, CATSUP	0.000	Case	43.89	1	0.00
<b>Item Text</b>						
Manufacturer: Hunts						
Manufacturer's Item Code: 2700038251						
Pallet Configuration: 8 x 6						
At no time is the contractor allowed to unilaterally change brands or pricing.						
114	291403 COND, CATSUP	0.000	Case	22.17	1	0.00
<b>Item Text</b>						
Manufacturer: Heinz						
Manufacturer's Item Code: 130009801000						
Pallet Configuration: 12 x 9						
At no time is the contractor allowed to unilaterally change brands or pricing.						
115	293547 COND, CATSUP, SQUEEZE BOTTLE	0.000	Case	37.79	1	0.00

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<b>Item Text</b>						
Manufacturer: Heinz						
Manufacturer's Item Code: 78000020						
Pallet Configuration: 15 x 6						
At no time is the contractor allowed to unilaterally change brands or pricing.						
116	292472 COND, CHEESE, SAUCE, CHDR, LF, LS, RTU	0.000	Case	58.94	1	0.00
<b>Item Text</b>						
Manufacturer: Lucky Leaf						
Manufacturer's Item Code: 37049						
Pallet Configuration: 7 x 7						
At no time is the contractor allowed to unilaterally change brands or pricing.						
117	292465 COND, CHEESE, SAUCE, CHDR, RTU	0.000	Case	89.36	1	0.00
<b>Item Text</b>						
Manufacturer: Chefmate						
Manufacturer's Item Code: 5048						
Pallet Configuration: 8 x 7						
At no time is the contractor allowed to unilaterally change brands or pricing.						
118	292466 COND, CHILI, SAUCE	0.000	Case	60.61	1	0.00
<b>Item Text</b>						
Manufacturer: Hunts						
Manufacturer's Item Code: 38410						
Pallet Configuration: 8 x 4						
At no time is the contractor allowed to unilaterally change brands or pricing.						
119	291405 COND, CRMR, NONDAIRY, DRY, IND	0.000	Case	43.33	1	0.00

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Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
<b>Item Text</b>						
Manufacturer: Carnation						
Manufacturer's Item Code: 30022						
Pallet Configuration: 13 x 2						
At no time is the contractor allowed to unilaterally change brands or pricing.						
120	293549 COND, CROUTON, HERB SEASONED	0.000	Case	26.26	1	0.00
<b>Item Text</b>						
Manufacturer: Highland Market (Fresh Gourmet)						
Manufacturer's Item Code: 74690						
Pallet Configuration: 9 x 5						
At no time is the contractor allowed to unilaterally change brands or pricing.						
121	210051 COND, CROUTON, SALAD	0.000	US Pound	20.10	1	0.00
<b>Item Text</b>						
Manufacturer: Fresh Gourmet						
Manufacturer's Item Code: 74470						
Pallet Configuration: 10 x 5						
At no time is the contractor allowed to unilaterally change brands or pricing.						
122	339878 COND, DRESS, 1000 ISL, LITE	0.000	Case	18.27	1	0.00
<b>Item Text</b>						
Manufacturer: Heinz						
Manufacturer's Item Code: 78000735						
Pallet Configuration: 25 x 6						
At no time is the contractor allowed to unilaterally change brands or pricing.						
123	339879 COND, DRESS, BALSAMIC VIN	0.000	Case	20.51	1	0.00

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<b>Item Text</b>						
Manufacturer: Kraft						
Manufacturer's Item Code: 1148						
Pallet Configuration: 20 x 4						
At no time is the contractor allowed to unilaterally change brands or pricing.						
124	292234 COND, DRESS, FRENCH, FF	0.000	Case	17.94	1	0.00
<b>Item Text</b>						
Manufacturer: Kens						
Manufacturer's Item Code: 809B3						
Pallet Configuration: 22 x 4						
At no time is the contractor allowed to unilaterally change brands or pricing.						
125	315170 COND, DRESS, FRENCH, LITE	0.000	Case	18.97	1	0.00
<b>Item Text</b>						
Manufacturer: Kens						
Manufacturer's Item Code: 10B3						
Pallet Configuration: 22 x 4						
At no time is the contractor allowed to unilaterally change brands or pricing.						
126	293562 COND, DRESS, HONEY MUSTARD	0.000	Case	23.96	1	0.00
<b>Item Text</b>						
Manufacturer: Kens						
Manufacturer's Item Code: 634A1						
Pallet Configuration: 16 x 7						
At no time is the contractor allowed to unilaterally change brands or pricing.						
127	355953 COND, HONEY DIJON DRESSING, FF	0.000	Case	19.61	1	0.00

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Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
<b>Item Text</b>						
Manufacturer: Kens						
Manufacturer's Item Code: 600B3						
Pallet Configuration: 22 x 4						
At no time is the contractor allowed to unilaterally change brands or pricing.						
128	292236 COND, DRESS, ITAL, FF	0.000	Case	31.37	1	0.00
<b>Item Text</b>						
Manufacturer: Kraft						
Manufacturer's Item Code: 64964						
Pallet Configuration: 20 x 4						
At no time is the contractor allowed to unilaterally change brands or pricing.						
129	291425 COND, DRESS, ITAL, GLDN	0.000	Case	56.30	1	0.00
<b>Item Text</b>						
Manufacturer: Kens						
Manufacturer's Item Code: 858						
Pallet Configuration: 12 x 4						
At no time is the contractor allowed to unilaterally change brands or pricing.						
130	222984 COND, DRESS, ITAL, LITE, D/C, RED/CAL	0.000	Case	44.06	1	0.00
<b>Item Text</b>						
Manufacturer: Kens						
Manufacturer's Item Code: 801						
Pallet Configuration: 12 x 2						
At no time is the contractor allowed to unilaterally change brands or pricing.						
131	355957 COND, DRESSING, ITAL LITE	0.000	Case	17.13	1	0.00

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Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
<b>Item Text</b>						
Manufacturer: Kens						
Manufacturer's Item Code: 0801B3						
Pallet Configuration: 22 x 4						
At no time is the contractor allowed to unilaterally change brands or pricing.						
132	355958 COND, DRESSING, BLUE CHEESE	0.000	Case	22.99	1	0.00
<b>Item Text</b>						
Manufacturer: Kens						
Manufacturer's Item Code: 0813B3						
Pallet Configuration: 22 x 3						
At no time is the contractor allowed to unilaterally change brands or pricing.						
133	355959 COND, DRESSING, BTMLK RANCH	0.000	Case	62.13	1	0.00
<b>Item Text</b>						
Manufacturer: Marzetti						
Manufacturer's Item Code: 80060						
Pallet Configuration: 12 x 2						
At no time is the contractor allowed to unilaterally change brands or pricing.						
134	293945 COND, DRESS, RANCH	0.000	Case	24.62	1	0.00
<b>Item Text</b>						
Manufacturer: Heinz						
Manufacturer's Item Code: 78000723						
Pallet Configuration: 25 x 4						
At no time is the contractor allowed to unilaterally change brands or pricing.						
135	292235 COND, DRESS, RANCH, FF	0.000	Case	34.81	1	0.00

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Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
<b>Item Text</b>						
Manufacturer: Kraft						
Manufacturer's Item Code: 64962						
Pallet Configuration: 20 x 5						
At no time is the contractor allowed to unilaterally change brands or pricing.						
136	148702 COND, DRESS, RANCH, LITE	0.000	Case	24.69	1	0.00
<b>Item Text</b>						
Manufacturer: Kraft						
Manufacturer's Item Code: 66750						
Pallet Configuration: 20 x 4						
At no time is the contractor allowed to unilaterally change brands or pricing.						
137	291429 COND, DRESS, RANCH, CUPS	0.000	Case	27.08	1	0.00
<b>Item Text</b>						
Manufacturer: Kens						
Manufacturer's Item Code: 777A5						
Pallet Configuration: 16 x 6						
At no time is the contractor allowed to unilaterally change brands or pricing.						
138	293563 COND, HONEY	0.000	Case	77.88	1	0.00
<b>Item Text</b>						
Manufacturer: Groeb (Natural American purchased Groeb)						
Manufacturer's Item Code: 10						
Pallet Configuration: 12 x 7						
At no time is the contractor allowed to unilaterally change brands or pricing.						
139	292237 COND, HONEY, IND	0.000	Case	44.47	1	0.00

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Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
<b>Item Text</b>						
Manufacturer: Smucker						
Manufacturer's Item Code: 5150000763						
Pallet Configuration: 22 x 4						
At no time is the contractor allowed to unilaterally change brands or pricing.						
140	292238 COND, HOT SAUCE	0.000	Case	15.81	1	0.00
<b>Item Text</b>						
Manufacturer: Texas Pete						
Manufacturer's Item Code: 3						
Pallet Configuration: 24 x 10						
At no time is the contractor allowed to unilaterally change brands or pricing.						
141	293565 COND, HOT SAUCE, PLASTIC	0.000	Case	62.21	1	0.00
<b>Item Text</b>						
Manufacturer: Texas Pete						
Manufacturer's Item Code: 12						
Pallet Configuration: 11 x 4						
At no time is the contractor allowed to unilaterally change brands or pricing.						
142	291407 COND, JELLY, APPLE	0.000	Case	87.83	1	0.00
<b>Item Text</b>						
Manufacturer: Strafford						
Manufacturer's Item Code: 4155034180						
Pallet Configuration: 7 x 4						
At no time is the contractor allowed to unilaterally change brands or pricing.						
143	355956 COND, JELLY, APPLE	0.000	Case	15.10	1	0.00

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Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
<b>Item Text</b>						
Manufacturer: Smucker						
Manufacturer's Item Code: 5150000760						
Pallet Configuration: 22 x 4						
At no time is the contractor allowed to unilaterally change brands or pricing.						
144	292240 COND, JELLY, ASST	0.000	Case	18.40	1	0.00
<b>Item Text</b>						
Manufacturer: Smucker						
Manufacturer's Item Code: 5150000795						
Pallet Configuration: 22 x 4						
At no time is the contractor allowed to unilaterally change brands or pricing.						
145	292239 COND, JELLY, ASST, DIET	0.000	Case	18.82	1	0.00
<b>Item Text</b>						
Manufacturer: Smucker						
Manufacturer's Item Code: 5150005555						
Pallet Configuration: 22 x 6						
At no time is the contractor allowed to unilaterally change brands or pricing.						
146	355955 COND, JELLY, GRAPE	0.000	Case	15.70	1	0.00
<b>Item Text</b>						
Manufacturer: Smuckers						
Manufacturer's Item Code: 5150000764						
Pallet Configuration: 22 x 9						
At no time is the contractor allowed to unilaterally change brands or pricing.						
147	355954 COND, JELLY, MIXED FRUIT	0.000	Case	15.29	1	0.00

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Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
<b>Item Text</b>						
Manufacturer: Smuckers						
Manufacturer's Item Code: 5150000765						
Pallet Configuration: 22 x 9						
At no time is the contractor allowed to unilaterally change brands or pricing.						
148	292242 COND, JELLY, STRAW	0.000	Case	20.17	1	0.00
<b>Item Text</b>						
Manufacturer: Smucker						
Manufacturer's Item Code: 5150000767						
Pallet Configuration: 22 x 8						
At no time is the contractor allowed to unilaterally change brands or pricing.						
149	291412 COND, JUICE, LEMON	0.000	Case	28.72	1	0.00
<b>Item Text</b>						
Manufacturer: Ruby Kist						
Manufacturer's Item Code: 21015						
Pallet Configuration: 12 x 4						
At no time is the contractor allowed to unilaterally change brands or pricing.						
150	292244 COND, MAYO	0.000	Case	29.23	1	0.00
<b>Item Text</b>						
Manufacturer: Heinz						
Manufacturer's Item Code: 1300053170						
Pallet Configuration: 25 x 8						
At no time is the contractor allowed to unilaterally change brands or pricing.						
151	302201 COND, MAYO, HEAVY	0.000	Case	54.69	1	0.00

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Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
<b>Item Text</b>						
Manufacturer: Kens						
Manufacturer's Item Code: 898						
Pallet Configuration: 12 x 4						
At no time is the contractor allowed to unilaterally change brands or pricing.						
152	257986 COND, MAYO, LF	0.000	Case	30.18	1	0.00
<b>Item Text</b>						
Manufacturer: Hellman						
Manufacturer's Item Code: 84137047						
Pallet Configuration: 24 x 3						
At no time is the contractor allowed to unilaterally change brands or pricing.						
153	292246 COND, MAYO, RED/CAL	0.000	Case	43.83	1	0.00
<b>Item Text</b>						
Manufacturer: Kens						
Manufacturer's Item Code: KE0892						
Pallet Configuration: 12 x 2						
At no time is the contractor allowed to unilaterally change brands or pricing.						
154	293566 COND, MAYO, SQUEEZE BOTTLE	0.000	Case	49.33	1	0.00
<b>Item Text</b>						
Manufacturer: Kraft						
Manufacturer's Item Code: 2687						
Pallet Configuration: 24 x 3						
At no time is the contractor allowed to unilaterally change brands or pricing.						
155	291413 COND, MUSTARD, PREPARED	0.000	Case	23.23	1	0.00

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Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
<b>Item Text</b>						
Manufacturer: Frenchs						
Manufacturer's Item Code: 81938						
Pallet Configuration: 12 x 3						
At no time is the contractor allowed to unilaterally change brands or pricing.						
156	292247 COND, MUSTARD, PREPARED	0.000	Case	16.18	1	0.00
<b>Item Text</b>						
Manufacturer: Frenchs (500/7gm)						
Manufacturer's Item Code: 9015592555						
Pallet Configuration: 14 x 10						
At no time is the contractor allowed to unilaterally change brands or pricing.						
157	293567 COND, MUSTARD, SQUEEZE BOTTLE	0.000	Case	20.77	1	0.00
<b>Item Text</b>						
Manufacturer: Frenchs						
Manufacturer's Item Code: 75677						
Pallet Configuration: 21 x 4						
At no time is the contractor allowed to unilaterally change brands or pricing.						
158	292248 COND, OLIVE, GREEN, STFD	0.000	Case	56.82	1	0.00
<b>Item Text</b>						
Manufacturer: Hunter (Italica)						
Manufacturer's Item Code: 604513						
Pallet Configuration: 12 x 4						
At no time is the contractor allowed to unilaterally change brands or pricing.						
159	260820 COND, PANCAKE, SYRUP, DIET	0.000	Case	28.60	1	0.00

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Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
<b>Item Text</b>						
Manufacturer: Carys						
Manufacturer's Item Code: 82100031						
Pallet Configuration: 14 x 5						
At no time is the contractor allowed to unilaterally change brands or pricing.						
160	148674 COND, PARMESAN, CHEESE	0.000	Case	58.34	1	0.00
<b>Item Text</b>						
Manufacturer: Kraft						
Manufacturer's Item Code: 61542						
Pallet Configuration: 20 x 7						
At no time is the contractor allowed to unilaterally change brands or pricing.						
161	292249 COND, PARMESAN, CHEESE	0.000	Case	70.80	1	0.00
<b>Item Text</b>						
Manufacturer: Schreiber						
Manufacturer's Item Code: 25459						
Pallet Configuration: 10 x 5						
At no time is the contractor allowed to unilaterally change brands or pricing.						
162	293033 COND, PARMESAN, CHEESE	0.000	Case	23.73	1	0.00
<b>Item Text</b>						
Manufacturer: Kraft						
Manufacturer's Item Code: 66661						
Pallet Configuration: 24 x 5						
At no time is the contractor allowed to unilaterally change brands or pricing.						
163	135582 COND, PICKLE, DILL, SLC	0.000	Case	34.47	1	0.00

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Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
<b>Item Text</b>						
Manufacturer: B&G						
Manufacturer's Item Code: 2838						
Pallet Configuration: 12 x 2						
At no time is the contractor allowed to unilaterally change brands or pricing.						
164	261359 COND, PICKLE, DILL, SPEAR	0.000	Case	38.20	1	0.00
<b>Item Text</b>						
Manufacturer: B&G						
Manufacturer's Item Code: 2948						
Pallet Configuration: 12 x 2						
At no time is the contractor allowed to unilaterally change brands or pricing.						
165	292251 COND, PICKLE, RELISH, SWT	0.000	Case	29.17	1	0.00
<b>Item Text</b>						
Manufacturer: B&G						
Manufacturer's Item Code: 2923						
Pallet Configuration: 12 x 4						
At no time is the contractor allowed to unilaterally change brands or pricing.						
166	292252 COND, PICKLE, DILL CHIPS	0.000	Case	43.74	1	0.00
<b>Item Text</b>						
Manufacturer: Heinz						
Manufacturer's Item Code: 75991013						
Pallet Configuration: 9 x 3						
At no time is the contractor allowed to unilaterally change brands or pricing.						
167	355952 COND, PICKLES SLICED BREAD/BUTTER	0.000	Case	38.89	1	0.00

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Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
<b>Item Text</b>						
Manufacturer: B&G						
Manufacturer's Item Code: 2940						
Pallet Configuration: 12 x 4						
At no time is the contractor allowed to unilaterally change brands or pricing.						
168	293953 COND, SAUCE, ALFREDO, DRY MIX	0.000	Case	93.88	1	0.00
<b>Item Text</b>						
Manufacturer: Trio						
Manufacturer's Item Code: 38502						
Pallet Configuration: 15 x 5						
At no time is the contractor allowed to unilaterally change brands or pricing.						
169	293728 COND, SAUCE, MANWICH	0.000	Case	40.88	1	0.00
<b>Item Text</b>						
Manufacturer: Hunts						
Manufacturer's Item Code: 44181						
Pallet Configuration: 12 x 4						
At no time is the contractor allowed to unilaterally change brands or pricing.						
170	292255 COND, SUGAR SUB, EQUAL	0.000	Case	33.06	1	0.00
<b>Item Text</b>						
Manufacturer: Equal						
Manufacturer's Item Code: 61080						
Pallet Configuration: 20 x 6						
At no time is the contractor allowed to unilaterally change brands or pricing.						
171	293582 COND, SWEET & SOUR, SAUCE	0.000	Case	24.92	1	0.00

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Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
<b>Item Text</b>						
Manufacturer: Lachoy						
Manufacturer's Item Code: 12690						
Pallet Configuration: 42 x 2						
At no time is the contractor allowed to unilaterally change brands or pricing.						
172	291436 COND, SYRUP, PANCAKE	0.000	Case	45.85	1	0.00
<b>Item Text</b>						
Manufacturer: Log Cabin						
Manufacturer's Item Code: 34901						
Pallet Configuration: 11 x 2						
At no time is the contractor allowed to unilaterally change brands or pricing.						
173	292229 COND, SYRUP, PANCAKE	0.000	Case	23.85	1	0.00
<b>Item Text</b>						
Manufacturer: Mrs. Buttersworth						
Manufacturer's Item Code: 442099710200						
Pallet Configuration: 17 x 8						
At no time is the contractor allowed to unilaterally change brands or pricing.						
174	293585 COND, SYRUP, CHOC	0.000	Case	81.95	1	0.00
<b>Item Text</b>						
Manufacturer: Hershey						
Manufacturer's Item Code: 31240						
Pallet Configuration: 16 x 3						
At no time is the contractor allowed to unilaterally change brands or pricing.						
175	293586 COND, SYRUP, STRAW	0.000	Case	40.97	1	0.00

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<b>Item Text</b>						
Manufacturer: Hershey						
Manufacturer's Item Code: 31800						
Pallet Configuration: 16 x 3						
At no time is the contractor allowed to unilaterally change brands or pricing.						
176	291420 COND, TARTAR, SAUCE	0.000	Case	20.65	1	0.00
<b>Item Text</b>						
Manufacturer: Heinz						
Manufacturer's Item Code: 1300053160						
Pallet Configuration: 25 x 3						
At no time is the contractor allowed to unilaterally change brands or pricing.						
177	291438 COND, VINEGAR, CIDER	0.000	Case	13.51	1	0.00
<b>Item Text</b>						
Manufacturer: Oasis						
Manufacturer's Item Code: FVC50H0A						
Pallet Configuration: 12 x 4						
At no time is the contractor allowed to unilaterally change brands or pricing.						
178	291421 COND, WORCHESTER, SAUCE	0.000	Case	35.05	1	0.00
<b>Item Text</b>						
Manufacturer: Frenchs						
Manufacturer's Item Code: 5308						
Pallet Configuration: 14 x 2						
At no time is the contractor allowed to unilaterally change brands or pricing.						
179	315216 COND, SYRUP, CHOC, SUGAR FREE	0.000	Case	29.64	1	0.00

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<b>Item Text</b> Manufacturer: Hershey Manufacturer's Item Code: 31525 Pallet Configuration: 33 x 5						
At no time is the contractor allowed to unilaterally change brands or pricing.						
180	270108 COND, SYRUP, PANCAKE, SUGAR FREE	0.000	Case	19.62	1	0.00
<b>Item Text</b> Manufacturer: Smucker Manufacturer's Item Code: 5150002277 Pallet Configuration: 18 x 7						
At no time is the contractor allowed to unilaterally change brands or pricing.						
181	317571 FRUIT, APL SAUCE, BERRY	0.000	Case	30.03	1	0.00
<b>Item Text</b> Manufacturer: Musselman Manufacturer's Item Code: 11461 Pallet Configuration: 8 x 8						
At no time is the contractor allowed to unilaterally change brands or pricing.						
182	315183 FRUIT, APL SAUCE, OR MANG, SPLENDA	0.000	Case	31.95	1	0.00
<b>Item Text</b> Manufacturer: Musselman Manufacturer's Item Code: 11462 Pallet Configuration: 8 x 4						
At no time is the contractor allowed to unilaterally change brands or pricing.						
183	317572 FRUIT, APL SAUCE, STRAW	0.000	Case	33.19	1	0.00

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<b>Item Text</b>						
Manufacturer: Musselman						
Manufacturer's Item Code: FFASV0810MUS01						
Pallet Configuration: 8 x 10						
At no time is the contractor allowed to unilaterally change brands or pricing.						
184	254794 FRUIT, APL SAUCE, UNSWT	0.000	Case	46.65	1	0.00
<b>Item Text</b>						
Manufacturer: Musselman						
Manufacturer's Item Code: 31825						
Pallet Configuration: 7 x 7						
At no time is the contractor allowed to unilaterally change brands or pricing.						
185	293642 FRUIT, APL SAUCE, UNSWT	0.000	Case	28.76	1	0.00
<b>Item Text</b>						
Manufacturer: Musselman						
Manufacturer's Item Code: 11613						
Pallet Configuration: 8 x 7						
At no time is the contractor allowed to unilaterally change brands or pricing.						
186	294037 FRUIT, APL DICED, WATER	0.000	Case	37.65	1	0.00
<b>Item Text</b>						
Manufacturer: Musselman						
Manufacturer's Item Code: 30581						
Pallet Configuration: 14 x 7						
At no time is the contractor allowed to unilaterally change brands or pricing.						
187	293021 FRUIT, APL, SLICED, WATER	0.000	Case	60.41	1	0.00

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<b>Item Text</b>						
Manufacturer: Musselman						
Manufacturer's Item Code: 30574						
Pallet Configuration: 7 x 4						
At no time is the contractor allowed to unilaterally change brands or pricing.						
188	292292 FRUIT, APRICOT, HLV, JCE	0.000	Case	63.31	1	0.00
<b>Item Text</b>						
Manufacturer: Orchard Natural						
Manufacturer's Item Code: 158765						
Pallet Configuration: 8 x 7						
At no time is the contractor allowed to unilaterally change brands or pricing.						
189	294042 FRUIT, BANANA, PUREE	0.000	Case	50.98	1	0.00
<b>Item Text</b>						
Manufacturer: Perfect Puree						
Manufacturer's Item Code: 102401						
Pallet Configuration: 20 x 8						
At no time is the contractor allowed to unilaterally change brands or pricing.						
190	293645 FRUIT, CHERRIES, MARSHNO, HLV	0.000	Case	75.47	1	0.00
<b>Item Text</b>						
Manufacturer: Merit (Pacific Coast)						
Manufacturer's Item Code: 6-HGO-DMM4BC						
Pallet Configuration: 9 x 3						
At no time is the contractor allowed to unilaterally change brands or pricing.						
191	134222 FRUIT, COCKTAIL, JUICE	0.000	Case	84.00	1	0.00

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<b>Item Text</b>						
Manufacturer: Lovin Spoonful						
Manufacturer's Item Code: 104670						
Pallet Configuration: 8 x 3						
At no time is the contractor allowed to unilaterally change brands or pricing.						
192	292468 FRUIT, CRANBERRY, SAUCE, JELL	0.000	Case	56.60	1	0.00
<b>Item Text</b>						
Manufacturer: Ruby Kist						
Manufacturer's Item Code: 100610RK						
Pallet Configuration: 8 x 6						
At no time is the contractor allowed to unilaterally change brands or pricing.						
193	317616 FRUIT, CRANBERRY, SAUCE, JELL	0.000	Case	30.27	1	0.00
<b>Item Text</b>						
Manufacturer: Ocean Spray						
Manufacturer's Item Code: 78000449						
Pallet Configuration: 20 x 10						
At no time is the contractor allowed to unilaterally change brands or pricing.						
194	292296 FRUIT, FRUIT SALAD, JUICE	0.000	Case	57.12	1	0.00
<b>Item Text</b>						
Manufacturer: Dole						
Manufacturer's Item Code: 9060						
Pallet Configuration: 8 x 7						
At no time is the contractor allowed to unilaterally change brands or pricing.						
195	354989 FRUIT, FRUIT COCKTAIL	0.000	Case	23.35	1	0.00

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DBA FEESERS FOOD DISTRIBUTORS

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
<b>Item Text</b>						
Manufacturer: Dole						
Manufacturer's Item Code: 3048						
Pallet Configuration: 15 x 7						
At no time is the contractor allowed to unilaterally change brands or pricing.						
196	291460 FRUIT, FRUIT COCKTAIL, JCE	0.000	Case	61.42	1	0.00
<b>Item Text</b>						
Manufacturer: Orchard Natural (Purchased Seneca Fruits)						
Manufacturer's Item Code: 15866						
Pallet Configuration: 8 x 7						
At no time is the contractor allowed to unilaterally change brands or pricing.						
197	292301 FRUIT, MAND ORANGES, WHOLE,LS, 6#10	0.000	Case	47.93	1	0.00
<b>Item Text</b>						
Manufacturer: Orchard Natural (Pacific Coast)						
Manufacturer's Item Code: 15574						
Pallet Configuration: 8 x 7						
At no time is the contractor allowed to unilaterally change brands or pricing.						
198	223173 FRUIT, MANDARIN ORANGES, LS	0.000	Case	23.34	1	0.00
<b>Item Text</b>						
Manufacturer: Dole						
Manufacturer's Item Code: 4208						
Pallet Configuration: 15 x 6						
At no time is the contractor allowed to unilaterally change brands or pricing.						
199	254805 FRUIT, PEACH, DICED	0.000	Case	16.30	1	0.00

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Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
<b>Item Text</b>						
Manufacturer: Orchard Natural						
Manufacturer's Item Code: 15948						
Pallet Configuration: 15 x 10						
At no time is the contractor allowed to unilaterally change brands or pricing.						
200	293023 FRUIT, PEACH, DICED, JUICE	0.000	Case	59.83	1	0.00
<b>Item Text</b>						
Manufacturer: Orchard Natural						
Manufacturer's Item Code: 15881						
Pallet Configuration: 8 x 7						
At no time is the contractor allowed to unilaterally change brands or pricing.						
201	317618 FRUIT, PEACH, SLICE, JUICE	0.000	Case	59.39	1	0.00
<b>Item Text</b>						
Manufacturer: Orchard Natural						
Manufacturer's Item Code: 15865						
Pallet Configuration: 8 x 7						
At no time is the contractor allowed to unilaterally change brands or pricing.						
202	292307 FRUIT, PEAR, HLV, JUICE	0.000	Case	58.11	1	0.00
<b>Item Text</b>						
Manufacturer: Orchard Natural						
Manufacturer's Item Code: 15826						
Pallet Configuration: 8 x 7						
At no time is the contractor allowed to unilaterally change brands or pricing.						
203	293024 FRUIT, PEAR, DICED, JUICE	0.000	Case	58.15	1	0.00

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Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
<b>Item Text</b>						
Manufacturer: Orchard Natural						
Manufacturer's Item Code: 15834						
Pallet Configuration: 8 x 7						
At no time is the contractor allowed to unilaterally change brands or pricing.						
204	292308 FRUIT, PEARS, SLICED, JUICE	0.000	Case	57.69	1	0.00
<b>Item Text</b>						
Manufacturer: Orchard Natural						
Manufacturer's Item Code: 15830						
Pallet Configuration: 8 x 7						
At no time is the contractor allowed to unilaterally change brands or pricing.						
205	292309 FRUIT, PINEAPPLE, CHUNKS, JUICE	0.000	Case	36.99	1	0.00
<b>Item Text</b>						
Manufacturer: Empress						
Manufacturer's Item Code: N-58596						
Pallet Configuration: 8 x 7						
At no time is the contractor allowed to unilaterally change brands or pricing.						
206	292310 FRUIT, PINEAPPLE, CRSHD, JUICE	0.000	Case	34.44	1	0.00
<b>Item Text</b>						
Manufacturer: World Horizon						
Manufacturer's Item Code: 38178						
Pallet Configuration: 8 x 7						
At no time is the contractor allowed to unilaterally change brands or pricing.						
207	293653 FRUIT, PINEAPPLE, SLICED	0.000	Case	41.88	1	0.00

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Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
<b>Item Text</b>						
Manufacturer: World Horizon						
Manufacturer's Item Code: 38180WH						
Pallet Configuration: 8 x 7						
At no time is the contractor allowed to unilaterally change brands or pricing.						
208	293025 FRUIT, PINEAPPLE, TIDBITS, JUICE	0.000	Case	45.86	1	0.00
<b>Item Text</b>						
Manufacturer: World Horizon						
Manufacturer's Item Code: 30278						
Pallet Configuration: 8 x 7						
At no time is the contractor allowed to unilaterally change brands or pricing.						
209	292312 FRUIT, PRUNE, WHL, PITTED, JUICE	0.000	Case	99.86	1	0.00
<b>Item Text</b>						
Manufacturer: Sunsweet						
Manufacturer's Item Code: 17100						
Pallet Configuration: 8 x 7						
At no time is the contractor allowed to unilaterally change brands or pricing.						
211	359307 FRUIT, TROPICAL FRUIT SALAD	0.000	Case	59.81	1	0.00
<b>Item Text</b>						
Manufacturer: Dole						
Manufacturer's Item Code: 9082						
Pallet Configuration: 8 x 6						
At no time is the contractor allowed to unilaterally change brands or pricing.						
212	208916 MISC, BACON BITS, IMITATION	0.000	US Pound	63.82	1	0.00

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<b>Item Text</b>						
Manufacturer: McCormick						
Manufacturer's Item Code: 632467						
Pallet Configuration: 15 x 7						
At no time is the contractor allowed to unilaterally change brands or pricing.						
213	245048 MISC, BEEF STEW	0.000	Case	96.70	1	0.00
<b>Item Text</b>						
Manufacturer: Venice						
Manufacturer's Item Code: 9047						
Pallet Configuration: 8 x 4						
At no time is the contractor allowed to unilaterally change brands or pricing.						
214	292378 MISC, BEEF, PUREED	0.000	Case	71.16	1	0.00
<b>Item Text</b>						
Manufacturer: Simply Serve						
Manufacturer's Item Code: 815PB-SIM						
Pallet Configuration: 16 x 10						
At no time is the contractor allowed to unilaterally change brands or pricing.						
215	239042 MISC, BEEFARONI	0.000	Case	48.04	1	0.00
<b>Item Text</b>						
Manufacturer: Chef Boyardee						
Manufacturer's Item Code: 4303						
Pallet Configuration: 9 x 4						
At no time is the contractor allowed to unilaterally change brands or pricing.						
216	249193 MISC, CHILI CON CARNE, W BEANS	0.000	Case	121.77	1	0.00

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Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
<b>Item Text</b>						
Manufacturer: Chef Mate						
Manufacturer's Item Code: 5208						
Pallet Configuration: 8 x 4						
At no time is the contractor allowed to unilaterally change brands or pricing.						
217	292286 MISC, FOOD THICKENER	0.000	Case	60.26	1	0.00
<b>Item Text</b>						
Manufacturer: Thick & Easy						
Manufacturer's Item Code: 17938						
Pallet Configuration: 8 x 8						
At no time is the contractor allowed to unilaterally change brands or pricing.						
218	292288 MISC, FOOD THICKENER	0.000	Case	106.80	1	0.00
<b>Item Text</b>						
Manufacturer: Thick & Easy						
Manufacturer's Item Code: 7925						
Pallet Configuration: 8 x 2						
At no time is the contractor allowed to unilaterally change brands or pricing.						
219	359305 MISC, THICKENED GEL	0.000	Case	62.66	1	0.00
<b>Item Text</b>						
Manufacturer: Simply Thick						
Manufacturer's Item Code: ST2LBOTTLE						
Pallet Configuration: 5 x 6						
At no time is the contractor allowed to unilaterally change brands or pricing.						
220	330142 MISC, GRAVY MIX LOW SODIUM CHICKEN	0.000	Case	50.07	1	0.00

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Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
<b>Item Text</b>						
Manufacturer: Trio						
Manufacturer's Item Code: 38482						
Pallet Configuration: 16 x 6						
At no time is the contractor allowed to unilaterally change brands or pricing.						
221	292370 MISC, GRAVY, MIX, CHICKEN	0.000	Case	45.56	1	0.00
<b>Item Text</b>						
Manufacturer: Legout						
Manufacturer's Item Code: 75004						
Pallet Configuration: 14 x 4						
At no time is the contractor allowed to unilaterally change brands or pricing.						
222	330141 MISC, GRAVY MIX LOW SODIUM BEEF	0.000	Case	40.74	1	0.00
<b>Item Text</b>						
Manufacturer: Trio						
Manufacturer's Item Code: 38572						
Pallet Configuration: 16 x 6						
At no time is the contractor allowed to unilaterally change brands or pricing.						
223	291450 MISC, RAVIOLI, BEEF, MT SCE	0.000	Case	77.51	1	0.00
<b>Item Text</b>						
Manufacturer: Chef Boyardee						
Manufacturer's Item Code: 81080						
Pallet Configuration: 7 x 7						
At no time is the contractor allowed to unilaterally change brands or pricing.						
224	293720 MISC, RICE, BROWN	0.000	Bag	32.10	1	0.00

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Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
<b>Item Text</b>						
Manufacturer: Ben's Original						
Manufacturer's Item Code: 423510						
Pallet Configuration: 6 x 12						
At no time is the contractor allowed to unilaterally change brands or pricing.						
225	292368 MISC, RICE, CONVERTED	0.000	Bag	28.82	1	0.00
<b>Item Text</b>						
Manufacturer: Ben's Original						
Manufacturer's Item Code: 423508						
Pallet Configuration: 6 x 12						
At no time is the contractor allowed to unilaterally change brands or pricing.						
226	315188 MISC, RICE, SPANISH	0.000	Case	51.29	1	0.00
<b>Item Text</b>						
Manufacturer: Ben's Original						
Manufacturer's Item Code: 424857						
Pallet Configuration: 21 x 2						
At no time is the contractor allowed to unilaterally change brands or pricing.						
227	293743 MISC, SALMON, PINK	0.000	Case	117.71	1	0.00
<b>Item Text</b>						
Manufacturer: COS						
Manufacturer's Item Code: 14662						
Pallet Configuration: 8 x 5						
At no time is the contractor allowed to unilaterally change brands or pricing.						
228	291494 MISC, TUNA, CHUNK, LIGHT, WATER	0.000	Case	85.22	1	0.00

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Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
<b>Item Text</b> Manufacturer: Starkist Manufacturer's Item Code: 16500 Pallet Configuration: 7 x 9						
At no time is the contractor allowed to unilaterally change brands or pricing.						
229	238092 MISC, TUNA, WATER, PUCH	0.000	Case	65.47	1	0.00
<b>Item Text</b> Manufacturer: Starkist Manufacturer's Item Code: 22120 Pallet Configuration: 8 x 4						
At no time is the contractor allowed to unilaterally change brands or pricing.						
230	317581 MISC, VAN, DAIRY, THCKND, NECT CONSISTEN	0.000	Case	35.06	1	0.00
<b>Item Text</b> Manufacturer: Thick & Easy 24/8oz Manufacturer's Item Code: 24739 Pallet Configuration: 14 x 6						
At no time is the contractor allowed to unilaterally change brands or pricing.						
231	317579 MISC, VAN, DAIRY, THCKND, HNY CONSISTENC	0.000	Case	35.79	1	0.00
<b>Item Text</b> Manufacturer: Thick & Easy 24/8oz Manufacturer's Item Code: 41805 Pallet Configuration: 14 x 3						
At no time is the contractor allowed to unilaterally change brands or pricing.						
232	292369 MISC, GRAVY, MIX, BEEF	0.000	Case	41.14	1	0.00

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Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
<b>Item Text</b>						
Manufacturer: Legout						
Manufacturer's Item Code: 75001						
Pallet Configuration: 14 x 7						
At no time is the contractor allowed to unilaterally change brands or pricing.						
233	258076 MISC, GRAVY, MIX, PORK	0.000	Case	49.99	1	0.00
<b>Item Text</b>						
Manufacturer: Major						
Manufacturer's Item Code: 83251						
Pallet Configuration: 10 x 3						
At no time is the contractor allowed to unilaterally change brands or pricing.						
234	359308 MISC, GRAVY, SAUSAGE	0.000	Case	94.80	1	0.00
<b>Item Text</b>						
Manufacturer: Chef-Mate						
Manufacturer's Item Code: 5228						
Pallet Configuration: 8 x 7						
At no time is the contractor allowed to unilaterally change brands or pricing.						
235	261240 MISC, PEANUT BUTTER	0.000	Case	70.96	1	0.00
<b>Item Text</b>						
Manufacturer: Teddie						
Manufacturer's Item Code: 1040						
Pallet Configuration: 7 x 5						
At no time is the contractor allowed to unilaterally change brands or pricing.						
236	258125 MISC, TOPPING, WHIPPED, DRY, MIX	0.000	Case	49.37	1	0.00

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Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
<b>Item Text</b>						
Manufacturer: Njoy (CHEFSFI)						
Manufacturer's Item Code: 90313						
Pallet Configuration: 16 x 2						
At no time is the contractor allowed to unilaterally change brands or pricing.						
237	293725 MISC, RICE PILAF	0.000	Case	35.62	1	0.00
<b>Item Text</b>						
Manufacturer: Uncle Ben's						
Manufacturer's Item Code: 3409						
Pallet Configuration: 21 x 2						
At no time is the contractor allowed to unilaterally change brands or pricing.						
238	330168 PASTA ELBOW MACARONI, WHEAT 51%	0.000	Case	25.27	1	0.00
<b>Item Text</b>						
Manufacturer: Dakota						
Manufacturer's Item Code: 92109						
Pallet Configuration: 9 x 7						
At no time is the contractor allowed to unilaterally change brands or pricing.						
239	330146 PASTA, PENNE RIGATE, WHOLE GRAIN	0.000	Case	15.56	1	0.00
<b>Item Text</b>						
Manufacturer: Dakota						
Manufacturer's Item Code: 6378791980						
Pallet Configuration: 9 x 4						
At no time is the contractor allowed to unilaterally change brands or pricing.						
240	330144 PASTA, ROTINI, 51% WHOLE GRAIN	0.000	Case	25.84	1	0.00

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<b>Item Text</b>						
Manufacturer: Dakota						
Manufacturer's Item Code: 6738792021						
Pallet Configuration: 8 x 4						
At no time is the contractor allowed to unilaterally change brands or pricing.						
241	330145 PASTA, SPAGEHTTI, WHOLE WHEAT	0.000	Case	15.58	1	0.00
<b>Item Text</b>						
Manufacturer: Dakota						
Manufacturer's Item Code: 6738790380						
Pallet Configuration: 16 x 6						
At no time is the contractor allowed to unilaterally change brands or pricing.						
242	261189 PASTA, NOODLES, EXTRA WIDE	0.000	Case	21.40	1	0.00
<b>Item Text</b>						
Manufacturer: Dakota						
Manufacturer's Item Code: 6738729160						
Pallet Configuration: 9 x 5						
At no time is the contractor allowed to unilaterally change brands or pricing.						
243	291513 PASTA, BOW, SMALL	0.000	Case	13.74	1	0.00
<b>Item Text</b>						
Manufacturer: Dakota						
Manufacturer's Item Code: 6738727160						
Pallet Configuration: 8 x 9						
At no time is the contractor allowed to unilaterally change brands or pricing.						
244	291514 PASTA, ELBOW MACARONI	0.000	Case	22.67	1	0.00

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Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
<b>Item Text</b>						
Manufacturer: Dakota						
Manufacturer's Item Code: 6738710320						
Pallet Configuration: 9 x 7						
At no time is the contractor allowed to unilaterally change brands or pricing.						
245	291515 PASTA, NOODLES, MED	0.000	Case	20.59	1	0.00
<b>Item Text</b>						
Manufacturer: Dakota						
Manufacturer's Item Code: 6738727160						
Pallet Configuration: 9 x 5						
At no time is the contractor allowed to unilaterally change brands or pricing.						
246	293764 PASTA, PENNE	0.000	Case	24.16	1	0.00
<b>Item Text</b>						
Manufacturer: Dakota						
Manufacturer's Item Code: 6738719320						
Pallet Configuration: 9 x 5						
At no time is the contractor allowed to unilaterally change brands or pricing.						
247	291516 PASTA, RIGATONI	0.000	Case	25.99	1	0.00
<b>Item Text</b>						
Manufacturer: Zerega						
Manufacturer's Item Code: 8161						
Pallet Configuration: 8 x 2						
At no time is the contractor allowed to unilaterally change brands or pricing.						
248	292452 PASTA, ROTINI	0.000	Case	23.02	1	0.00

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<b>Item Text</b>						
Manufacturer: Dakota						
Manufacturer's Item Code: 6738770320						
Pallet Configuration: 8 x 5						
At no time is the contractor allowed to unilaterally change brands or pricing.						
249	291517 PASTA, SHELLS, MED	0.000	Case	23.16	1	0.00
<b>Item Text</b>						
Manufacturer: Dakota						
Manufacturer's Item Code: 6738715320						
Pallet Configuration: 8 x 5						
At no time is the contractor allowed to unilaterally change brands or pricing.						
250	291518 PASTA, SPAGHETTI	0.000	Case	22.46	1	0.00
<b>Item Text</b>						
Manufacturer: Dakota						
Manufacturer's Item Code: 6738704320						
Pallet Configuration: 16 x 6						
At no time is the contractor allowed to unilaterally change brands or pricing.						
251	292489 SNACKS, GRAHAM CRACKERS	0.000	Case	26.79	1	0.00
<b>Item Text</b>						
Manufacturer: NABISCO						
Manufacturer's Item Code: 1368						
Pallet Configuration: 11 x 6						
At no time is the contractor allowed to unilaterally change brands or pricing.						
252	354990 SNACKS, CRACKERS, SALTINES, SALTED	0.000	Case	16.91	1	0.00

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Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
<b>Item Text</b>						
Manufacturer: Kelloggs (Zesta)						
Manufacturer's Item Code: 13055						
Pallet Configuration: 12 x 5						
At no time is the contractor allowed to unilaterally change brands or pricing.						
253	293028 SNACKS, CRACKERS, UNSALTED, SALTINES	0.000	Case	33.68	1	0.00
<b>Item Text</b>						
Manufacturer: Kelloggs (Zesta)						
Manufacturer's Item Code: 12869						
Pallet Configuration: 12 x 5						
At no time is the contractor allowed to unilaterally change brands or pricing.						
254	292481 SNACKS, LORNA DOONES	0.000	Case	41.56	1	0.00
<b>Item Text</b>						
Manufacturer: NABISCO						
Manufacturer's Item Code: 1683						
Pallet Configuration: 24 x 3						
At no time is the contractor allowed to unilaterally change brands or pricing.						
255	292479 SNACKS, FIG NEWTONS	0.000	Case	45.54	1	0.00
<b>Item Text</b>						
Manufacturer: NABISCO						
Manufacturer's Item Code: 1682						
Pallet Configuration: 13 x 5						
At no time is the contractor allowed to unilaterally change brands or pricing.						
256	292485 SNACKS, OREOS	0.000	Case	46.29	1	0.00

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<b>Item Text</b>						
Manufacturer: NABISCO						
Manufacturer's Item Code: 198						
Pallet Configuration: 12 x 2						
At no time is the contractor allowed to unilaterally change brands or pricing.						
257	293776 SNACKS, CEREAL BAR, NUTRAGRAIN, APPLE	0.000	Case	33.15	1	0.00
<b>Item Text</b>						
Manufacturer: Kelloggs						
Manufacturer's Item Code: 35645						
Pallet Configuration: 25 x 3						
At no time is the contractor allowed to unilaterally change brands or pricing.						
258	293775 SNACKS, CEREAL BAR, NUTRAGRAIN, BLUEBERRY	0.000	Case	33.15	1	0.00
<b>Item Text</b>						
Manufacturer: Kelloggs						
Manufacturer's Item Code: 35745						
Pallet Configuration: 25 x 3						
At no time is the contractor allowed to unilaterally change brands or pricing.						
259	354991 SNACKS, CEREAL BAR, NUTRAGRAIN, RASPBERRY	0.000	Case	33.15	1	0.00
<b>Item Text</b>						
Manufacturer: Kelloggs						
Manufacturer's Item Code: 35845						
Pallet Configuration: 25 x 8						
At no time is the contractor allowed to unilaterally change brands or pricing.						
260	293777 SNACKS, CEREAL BAR, NUTRAGRAIN, STWBERRY	0.000	Case	33.15	1	0.00

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Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
<b>Item Text</b> Manufacturer: Kelloggs Manufacturer's Item Code: 35945 Pallet Configuration: 25 x 3						
At no time is the contractor allowed to unilaterally change brands or pricing.						
261	355948 SNACKS, CRAX RITZ BITZ CHEESE	0.000	Case	24.01	1	0.00
<b>Item Text</b> Manufacturer: NABISCO Manufacturer's Item Code: 91 Pallet Configuration: 22 x 4						
At no time is the contractor allowed to unilaterally change brands or pricing.						
262	355962 SNACKS, FIBER ONE BARS OATS & CHOC	0.000	Case	113.05	1	0.00
<b>Item Text</b> Manufacturer: General Mills Manufacturer's Item Code: 14652 Pallet Configuration: 10 x 5						
At no time is the contractor allowed to unilaterally change brands or pricing.						
263	283291 SOUP MIX, CHICKEN NOODLE SOUP, BAGS, DRY	0.000	Case	54.85	1	0.00
<b>Item Text</b> Manufacturer: Knorr Manufacturer's Item Code: 84125200 Pallet Configuration: 21 x 5						
At no time is the contractor allowed to unilaterally change brands or pricing.						
264	292494 SOUP, BASE, BEEF	0.000	Case	91.21	1	0.00

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**Supplier Name:**

FEESERS INC

DBA FEESERS FOOD DISTRIBUTORS

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
<b>Item Text</b> Manufacturer: Legout Manufacturer's Item Code: 85930 Pallet Configuration: 14 x 10  At no time is the contractor allowed to unilaterally change brands or pricing.						
265	292495 SOUP, BASE, BEEF, LOW SOD	0.000	Case	19.20	1	0.00
<b>Item Text</b> Manufacturer: Major Manufacturer's Item Code: BI01712 Pallet Configuration: 17 x 5  At no time is the contractor allowed to unilaterally change brands or pricing.						
266	292496 SOUP, BASE, CHICKEN	0.000	Case	90.78	1	0.00
<b>Item Text</b> Manufacturer: Legout Manufacturer's Item Code: 88530 Pallet Configuration: 14 x 5  At no time is the contractor allowed to unilaterally change brands or pricing.						
267	292497 SOUP, BASE, CHICKEN, LOW SOD	0.000	Case	18.99	1	0.00
<b>Item Text</b> Manufacturer: Major Manufacturer's Item Code: BI01812 Pallet Configuration: 17 x 5  At no time is the contractor allowed to unilaterally change brands or pricing.						
268	202386 SOUP, BEAN & BACON	0.000	Case	75.27	1	0.00

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Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
<b>Item Text</b>						
Manufacturer: Campbell						
Manufacturer's Item Code: 1296						
Pallet Configuration: 8 x 4						
At no time is the contractor allowed to unilaterally change brands or pricing.						
269	292498 SOUP, CHICKEN NOODLE	0.000	Case	60.37	1	0.00
<b>Item Text</b>						
Manufacturer: Campbell						
Manufacturer's Item Code: 1256						
Pallet Configuration: 8 x 7						
At no time is the contractor allowed to unilaterally change brands or pricing.						
270	292498 SOUP, CHICKEN NOODLE, RTS	0.000	Case	25.27	1	0.00
<b>Item Text</b>						
Manufacturer: Campbell						
Manufacturer's Item Code: 444						
Pallet Configuration: 10 x 8						
At no time is the contractor allowed to unilaterally change brands or pricing.						
271	292499 SOUP, CLAM CHOWDER, NE	0.000	Case	91.54	1	0.00
<b>Item Text</b>						
Manufacturer: Campbell						
Manufacturer's Item Code: 1366						
Pallet Configuration: 8 x 4						
At no time is the contractor allowed to unilaterally change brands or pricing.						
272	292500 SOUP, CRM OF CELERY	0.000	Case	62.34	1	0.00

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Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
<b>Item Text</b>						
Manufacturer: Campbell						
Manufacturer's Item Code: 1166						
Pallet Configuration: 8 x 4						
At no time is the contractor allowed to unilaterally change brands or pricing.						
273	292501 SOUP, CRM OF CHICKEN	0.000	Case	65.69	1	0.00
<b>Item Text</b>						
Manufacturer: Campbell						
Manufacturer's Item Code: 1036						
Pallet Configuration: 8 x 7						
At no time is the contractor allowed to unilaterally change brands or pricing.						
274	292501 SOUP, CRM OF CHICKEN, CONDENSED	0.000	Case	65.69	1	0.00
<b>Item Text</b>						
Manufacturer: Campbell (12/5 industry std can)						
Manufacturer's Item Code: 1036						
Pallet Configuration: 8 x 7						
At no time is the contractor allowed to unilaterally change brands or pricing.						
275	359459 SOUP, CREAM OF CHICKEN, RTS	0.000	Case	27.24	1	0.00
<b>Item Text</b>						
Manufacturer: Campbell						
Manufacturer's Item Code: 443						
Pallet Configuration: 10 x 10						
At no time is the contractor allowed to unilaterally change brands or pricing.						
276	292502 SOUP, CRM OF MUSHROOM	0.000	Case	66.27	1	0.00

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Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
<b>Item Text</b>						
Manufacturer: Campbell						
Manufacturer's Item Code: 1266						
Pallet Configuration: 8 x 6						
At no time is the contractor allowed to unilaterally change brands or pricing.						
277	292502 SOUP, CREAM OF MUSHROOM, RTS	0.000	Case	28.36	1	0.00
<b>Item Text</b>						
Manufacturer: Campbell						
Manufacturer's Item Code: 445						
Pallet Configuration: 10 x 10						
At no time is the contractor allowed to unilaterally change brands or pricing.						
278	292503 SOUP, TOMATO	0.000	Case	51.25	1	0.00
<b>Item Text</b>						
Manufacturer: Campbell						
Manufacturer's Item Code: 16						
Pallet Configuration: 8 x 6						
At no time is the contractor allowed to unilaterally change brands or pricing.						
279	292503 SOUP, TOMATO, RTS	0.000	Case	25.55	1	0.00
<b>Item Text</b>						
Manufacturer: Campbell						
Manufacturer's Item Code: 447						
Pallet Configuration: 10 x 9						
At no time is the contractor allowed to unilaterally change brands or pricing.						
280	293813 SOUP, TOMATO, LS, RTS	0.000	Case	25.95	1	0.00

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Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
<b>Item Text</b>						
Manufacturer: Campbell						
Manufacturer's Item Code: 601						
Pallet Configuration: 10 x 7						
At no time is the contractor allowed to unilaterally change brands or pricing.						
281	292504 SOUP, VEGETABLE BEEF	0.000	Case	92.33	1	0.00
<b>Item Text</b>						
Manufacturer: Campbell						
Manufacturer's Item Code: 27146						
Pallet Configuration: 8 x 4						
At no time is the contractor allowed to unilaterally change brands or pricing.						
282	317625 SOUP, VEGETERIAN VEG	0.000	Case	78.45	1	0.00
<b>Item Text</b>						
Manufacturer: Campbell						
Manufacturer's Item Code: 1156						
Pallet Configuration: 8 x 4						
At no time is the contractor allowed to unilaterally change brands or pricing.						
283	359304 SOYMILK, VERY VANILLA, SHELF STABLE	0.000	Case	22.62	1	0.00
<b>Item Text</b>						
Manufacturer: Silk						
Manufacturer's Item Code: 101966						
Pallet Configuration: 21 x 5						
At no time is the contractor allowed to unilaterally change brands or pricing.						
284	291532 SPICE, CHILI POWDER	0.000	Case	67.17	1	0.00

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Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
<b>Item Text</b>						
Manufacturer: McCormick						
Manufacturer's Item Code: 900210220						
Pallet Configuration: 25 x 4						
At no time is the contractor allowed to unilaterally change brands or pricing.						
285	291533 SPICE, CINNAMON, GROUND	0.000	Case	41.58	1	0.00
<b>Item Text</b>						
Manufacturer: McCormick						
Manufacturer's Item Code: 900029962						
Pallet Configuration: 25 x 4						
At no time is the contractor allowed to unilaterally change brands or pricing.						
286	355961 SPICE, CUMIN GROUND	0.000	Case	67.73	1	0.00
<b>Item Text</b>						
Manufacturer: McCormick						
Manufacturer's Item Code: 900223190						
Pallet Configuration: 25 x 4						
At no time is the contractor allowed to unilaterally change brands or pricing.						
287	291535 SPICE, GARLIC POWDER	0.000	Case	90.94	1	0.00
<b>Item Text</b>						
Manufacturer: McCormick						
Manufacturer's Item Code: 900223224						
Pallet Configuration: 25 x 4						
At no time is the contractor allowed to unilaterally change brands or pricing.						
288	291539 SPICE, ONION, POWDER	0.000	Case	37.55	1	0.00

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Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
<b>Item Text</b>						
Manufacturer: McCormick						
Manufacturer's Item Code: 932668						
Pallet Configuration: 26 x 2						
At no time is the contractor allowed to unilaterally change brands or pricing.						
289	291540 SPICE, OREGANO, GROUND	0.000	Case	74.94	1	0.00
<b>Item Text</b>						
Manufacturer: McCormick						
Manufacturer's Item Code: 932466						
Pallet Configuration: 25 x 4						
At no time is the contractor allowed to unilaterally change brands or pricing.						
290	291541 SPICE, PAPRIKA	0.000	Case	61.10	1	0.00
<b>Item Text</b>						
Manufacturer: McCormick						
Manufacturer's Item Code: 900210218						
Pallet Configuration: 25 x 4						
At no time is the contractor allowed to unilaterally change brands or pricing.						
291	291542 SPICE, PARSLEY, FLAKES	0.000	Case	41.85	1	0.00
<b>Item Text</b>						
Manufacturer: McCormick						
Manufacturer's Item Code: 932478						
Pallet Configuration: 10 x 3						
At no time is the contractor allowed to unilaterally change brands or pricing.						
292	291543 SPICE, PEPPER, BLACK	0.000	Case	64.89	1	0.00

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Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
<b>Item Text</b>						
Manufacturer: McCormick						
Manufacturer's Item Code: 900030248						
Pallet Configuration: 25 x 4						
At no time is the contractor allowed to unilaterally change brands or pricing.						
293	293029 SPICE, PEPPER, BLACK	0.000	Case	14.29	1	0.00
<b>Item Text</b>						
Manufacturer: D Crystal						
Manufacturer's Item Code : 14462						
Pallet Configuration: 20 x 9						
At no time is the contractor allowed to unilaterally change brands or pricing.						
294	291544 SPICE, PEPPER, SHAKER	0.000	Case	55.44	1	0.00
<b>Item Text</b>						
Manufacturer: D Crystal						
Manufacturer's Item Code: 15320						
Pallet Configuration: 20 x 3						
At no time is the contractor allowed to unilaterally change brands or pricing.						
295	293037 SPICE, SALT, IODIZED	0.000	Case	10.99	1	0.00
<b>Item Text</b>						
Manufacturer: D Crystal						
Manufacturer's Item Code: 14353						
Pallet Configuration: 20 x 5						
At no time is the contractor allowed to unilaterally change brands or pricing.						
296	294423 SPICE, SALT, IODIZED	0.000	Case	32.78	1	0.00

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Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
<b>Item Text</b>						
Manufacturer: D Crystal						
Manufacturer's Item Code: F110530001						
Pallet Configuration: 14 x 2						
At no time is the contractor allowed to unilaterally change brands or pricing.						
297	291547 SPICE, SALT, IDOIZED, SHAKER	0.000	Case	25.79	1	0.00
<b>Item Text</b>						
Manufacturer: D Crystal						
Manufacturer's Item Code: 15048						
Pallet Configuration: 20 x 3						
At no time is the contractor allowed to unilaterally change brands or pricing.						
298	355960 SPICE, SEASONING, ITALIAN	0.000	Case	96.46	1	0.00
<b>Item Text</b>						
Manufacturer: McCormick						
Manufacturer's Item Code: 932574						
Pallet Configuration: 10 x 3						
At no time is the contractor allowed to unilaterally change brands or pricing.						
299	211806 SPICE, SEASONING, TACO	0.000	Case	14.71	1	0.00
<b>Item Text</b>						
Manufacturer: McCormick						
Manufacturer's Item Code: 932715						
Pallet Configuration: 24 x 3						
At no time is the contractor allowed to unilaterally change brands or pricing.						
300	135271 VEG, BAKED BEANS, VEGETARIAN	0.000	Case	50.55	1	0.00

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Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
<b>Item Text</b>						
Manufacturer: Bush's Beans						
Manufacturer's Item Code: 1637						
Pallet Configuration: 8 x 7						
At no time is the contractor allowed to unilaterally change brands or pricing.						
301	204075 VEG, BEAN REFRIED VEGAN	0.000	Case	55.77	1	0.00
<b>Item Text</b>						
Manufacturer: Rosarita						
Manufacturer's Item Code: 10621						
Pallet Configuration: 7 x 7						
At no time is the contractor allowed to unilaterally change brands or pricing.						
302	292583 VEG, BEANS, GREEN, CUT	0.000	Case	30.80	1	0.00
<b>Item Text</b>						
Manufacturer: Hanover						
Manufacturer's Item Code: 10312						
Pallet Configuration: 8 x 7						
At no time is the contractor allowed to unilaterally change brands or pricing.						
303	317626 VEG, BEANS, GRT NORTHERN	0.000	Case	32.16	1	0.00
<b>Item Text</b>						
Manufacturer: Furmano						
Manufacturer's Item Code: 13106						
Pallet Configuration: 8 x 7						
At no time is the contractor allowed to unilaterally change brands or pricing.						
304	292515 VEG, BEANS, KIDNEY, RED	0.000	Case	34.16	1	0.00

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Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
<b>Item Text</b>						
Manufacturer: Furmano						
Manufacturer's Item Code: 13107						
Pallet Configuration: 8 x 7						
At no time is the contractor allowed to unilaterally change brands or pricing.						
305	238215 VEG, BEANS, LIMA, BABY	0.000	Case	36.38	1	0.00
<b>Item Text</b>						
Manufacturer: Hanover						
Manufacturer's Item Code: 13021						
Pallet Configuration: 8 x 7						
At no time is the contractor allowed to unilaterally change brands or pricing.						
306	292518 VEG, BEANS, WAX, CUT	0.000	Case	29.80	1	0.00
<b>Item Text</b>						
Manufacturer: Hanover						
Manufacturer's Item Code: 12950						
Pallet Configuration: 8 x 7						
At no time is the contractor allowed to unilaterally change brands or pricing.						
307	292520 VEG, BEETS, DICED	0.000	Case	28.38	1	0.00
<b>Item Text</b>						
Manufacturer: Hanover						
Manufacturer's Item Code: 12641						
Pallet Configuration: 8 x 7						
At no time is the contractor allowed to unilaterally change brands or pricing.						
308	294471 VEG, BEETS, SLICED	0.000	Case	28.35	1	0.00

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Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
<b>Item Text</b>						
Manufacturer: Hanover						
Manufacturer's Item Code: 12643						
Pallet Configuration: 8 x 7						
At no time is the contractor allowed to unilaterally change brands or pricing.						
309	132355 VEG, BEETS, SLC, PICKLED	0.000	Case	32.96	1	0.00
<b>Item Text</b>						
Manufacturer: Hanover						
Manufacturer's Item Code: 12951						
Pallet Configuration: 8 x 7						
At no time is the contractor allowed to unilaterally change brands or pricing.						
310	292532 VEG, CARROTS, DICED	0.000	Case	30.00	1	0.00
<b>Item Text</b>						
Manufacturer: Sunny Farm						
Manufacturer's Item Code: 3710060257						
Pallet Configuration: 7 x 7						
At no time is the contractor allowed to unilaterally change brands or pricing.						
311	317627 VEG, CARROTS, SLICED	0.000	Case	30.01	1	0.00
<b>Item Text</b>						
Manufacturer: Sunny Farms						
Manufacturer's Item Code: PFSFCAT06100						
Pallet Configuration: 7 x 7						
At no time is the contractor allowed to unilaterally change brands or pricing.						
312	292545 VEG, CORN, CREAM, GOLDEN	0.000	Case	35.36	1	0.00

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<b>Item Text</b>						
Manufacturer: Lodi						
Manufacturer's Item Code: 085-01						
Pallet Configuration: 8 x 7						
At no time is the contractor allowed to unilaterally change brands or pricing.						
313	317628 VEG, CORN, WHL, KERNEL	0.000	Case	37.20	1	0.00
<b>Item Text</b>						
Manufacturer: Hanover						
Manufacturer's Item Code: 12302						
Pallet Configuration: 8 x 7						
At no time is the contractor allowed to unilaterally change brands or pricing.						
314	292469 VEG, MARINARA, SAUCE	0.000	Case	41.65	1	0.00
<b>Item Text</b>						
Manufacturer: Furmano						
Manufacturer's Item Code: 11114						
Pallet Configuration: 8 x 7						
At no time is the contractor allowed to unilaterally change brands or pricing.						
315	292551 VEG, MUSHROOM, STEM/PIECES	0.000	Case	50.69	1	0.00
<b>Item Text</b>						
Manufacturer: Lolita						
Manufacturer's Item Code: 31970						
Pallet Configuration: 8 x 7						
At no time is the contractor allowed to unilaterally change brands or pricing.						
316	317629 VEG, ONIONS, DEHY, CHOPPED	0.000	Case	96.63	1	0.00

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Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
<b>Item Text</b>						
Manufacturer: McCormick						
Manufacturer's Item Code: 979614						
Pallet Configuration: 8 x 2						
At no time is the contractor allowed to unilaterally change brands or pricing.						
317	261267 VEG, PEAS, SWEET, GREEN	0.000	Case	39.99	1	0.00
<b>Item Text</b>						
Manufacturer: Libby						
Manufacturer's Item Code: 3710094243						
Pallet Configuration: 7 x 4						
At no time is the contractor allowed to unilaterally change brands or pricing.						
318	294505 VEG, PEPPER & ONION, STRIPS	0.000	Case	60.60	1	0.00
<b>Item Text</b>						
Manufacturer: Furmano						
Manufacturer's Item Code: 10329						
Pallet Configuration: 8 x 8						
At no time is the contractor allowed to unilaterally change brands or pricing.						
319	293031 VEG, PEPPERS, MIXED, STRIPS	0.000	Case	55.11	1	0.00
<b>Item Text</b>						
Manufacturer: Furmano						
Manufacturer's Item Code: 10327						
Pallet Configuration: 7 x 4						
At no time is the contractor allowed to unilaterally change brands or pricing.						
320	315178 VEG, PORK & BEANS	0.000	Case	36.26	1	0.00

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Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
<b>Item Text</b>						
Manufacturer: Hanover						
Manufacturer's Item Code: 14142						
Pallet Configuration: 8 x 7						
At no time is the contractor allowed to unilaterally change brands or pricing.						
321	294512 VEG, POTATO, AU GRATIN	0.000	Case	76.05	1	0.00
<b>Item Text</b>						
Manufacturer: Idahoan						
Manufacturer's Item Code: 2970000888						
Pallet Configuration: 9 x 3						
At no time is the contractor allowed to unilaterally change brands or pricing.						
322	292562 VEG, POTATO, GRAN, DEHYD	0.000	Case	90.20	1	0.00
<b>Item Text</b>						
Manufacturer: Idahoan						
Manufacturer's Item Code: 2970000316						
Pallet Configuration: 8 x 7						
At no time is the contractor allowed to unilaterally change brands or pricing.						
323	294521 VEG, POTATO, HSH BRN, DRY	0.000	Case	54.82	1	0.00
<b>Item Text</b>						
Manufacturer: Idahoan						
Manufacturer's Item Code: 2970020816						
Pallet Configuration: 10 x 4						
At no time is the contractor allowed to unilaterally change brands or pricing.						
324	294507 VEG, POTATO, PEARL	0.000	Case	81.40	1	0.00

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<b>Item Text</b>						
Manufacturer: Basic American						
Manufacturer's Item Code: 81837						
Pallet Configuration: 9 x 5						
At no time is the contractor allowed to unilaterally change brands or pricing.						
325	294508 VEG, POTATO, SCLLPED	0.000	Case	76.13	1	0.00
<b>Item Text</b>						
Manufacturer: Idahoan						
Manufacturer's Item Code: 2970000889						
Pallet Configuration: 9 x 5						
At no time is the contractor allowed to unilaterally change brands or pricing.						
326	317630 VEG, POTATO, SWEET, CUT	0.000	Case	45.34	1	0.00
<b>Item Text</b>						
Manufacturer: Princella						
Manufacturer's Item Code: 8213						
Pallet Configuration: 8 x 7						
At no time is the contractor allowed to unilaterally change brands or pricing.						
327	262325 VEG, POTATO, WHITE, INST, MSHED, POUCH	0.000	Case	67.86	1	0.00
<b>Item Text</b>						
Manufacturer: Idahoan						
Manufacturer's Item Code: 2970000313						
Pallet Configuration: 8 x 7						
At no time is the contractor allowed to unilaterally change brands or pricing.						
328	135471 VEG, POTATO, WHOLE	0.000	Case	42.91	1	0.00

Information:



FULLY EXECUTED  
Contract Number: 4400029075  
Original Contract Effective Date: 12/22/2023  
Valid From: 01/01/2024 To: 12/31/2028

Supplier Name:  
FEESERS INC  
DBA FEESERS FOOD DISTRIBUTORS

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
<b>Item Text</b>						
Manufacturer: Seneca						
Manufacturer's Item Code: N-53350						
Pallet Configuration: 8 x 7						
At no time is the contractor allowed to unilaterally change brands or pricing.						
329	291602 VEG, POT, WHT, MSHED, DEHYD-MK FR,W/VITC	0.000	Case	126.94	1	0.00
<b>Item Text</b>						
Manufacturer: Idahoan						
Veg, Potato, Wht, Mashed, Dehyd-Milk Free, W/ Vit C						
Manufacturer's Item Code: 206						
Pallet Configuration: 3 x 7						
At no time is the contractor allowed to unilaterally change brands or pricing.						
330	317631 VEG, POTATO, SLICED, DEHYD	0.000	Case	76.35	1	0.00
<b>Item Text</b>						
Manufacturer: Idahoan						
Manufacturer's Item Code: 2970000882						
Pallet Configuration: 6 x 4						
At no time is the contractor allowed to unilaterally change brands or pricing.						
331	292572 VEG, SAUERKRAUT, SHREDDED	0.000	Case	38.40	1	0.00
<b>Item Text</b>						
Manufacturer: Silverfloss						
Manufacturer's Item Code: 3524						
Pallet Configuration: 8 x 7						
At no time is the contractor allowed to unilaterally change brands or pricing.						
332	292470 VEG, SPAG, SAUCE, W/O MEAT	0.000	Case	41.77	1	0.00

<b>Information:</b>	
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FULLY EXECUTED  
Contract Number: 4400029075  
Original Contract Effective Date: 12/22/2023  
Valid From: 01/01/2024 To: 12/31/2028

Supplier Name:  
FEESERS INC  
DBA FEESERS FOOD DISTRIBUTORS

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
<b>Item Text</b>						
Manufacturer: Bella Vista						
Manufacturer's Item Code: F10386						
Pallet Configuration: 8 x 7						
At no time is the contractor allowed to unilaterally change brands or pricing.						
333	242609 VEG, SPINACH, CHOPPED	0.000	Case	43.18	1	0.00
<b>Item Text</b>						
Manufacturer: Popeye						
Manufacturer's Item Code: 5213						
Pallet Configuration: 7 x 4						
At no time is the contractor allowed to unilaterally change brands or pricing.						
334	294528 VEG, THREE BEAN SALAD	0.000	Case	46.12	1	0.00
<b>Item Text</b>						
Manufacturer: Furmano						
Manufacturer's Item Code: F12173						
Pallet Configuration: 8 x 4						
At no time is the contractor allowed to unilaterally change brands or pricing.						
335	292471 VEG, TOMATO, PUREE, 1.06	0.000	Case	42.58	1	0.00
<b>Item Text</b>						
Manufacturer: Redpack						
Manufacturer's Item Code: RPKH69X						
Pallet Configuration: 8 x 7						
At no time is the contractor allowed to unilaterally change brands or pricing.						
336	293035 VEG, TOMATO, SAUCE	0.000	Case	35.43	1	0.00

<b>Information:</b>	
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FULLY EXECUTED  
Contract Number: 4400029075  
Original Contract Effective Date: 12/22/2023  
Valid From: 01/01/2024 To: 12/31/2028

Supplier Name:  
FEESERS INC  
DBA FEESERS FOOD DISTRIBUTORS

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
<b>Item Text</b>						
Manufacturer: Furmano						
Manufacturer's Item Code: 12265						
Pallet Configuration: 8 x 7						
At no time is the contractor allowed to unilaterally change brands or pricing.						
337	294529 VEG, TOMATO, STEWED	0.000	Case	50.61	1	0.00
<b>Item Text</b>						
Manufacturer: Angela Mia						
Manufacturer's Item Code: 37923						
Pallet Configuration: 8 x 4						
At no time is the contractor allowed to unilaterally change brands or pricing.						
338	292581 VEG, TOMATOES, DICED	0.000	Case	31.40	1	0.00
<b>Item Text</b>						
Manufacturer: Furmano						
Manufacturer's Item Code: 10442						
Pallet Configuration: 8 x 7						
At no time is the contractor allowed to unilaterally change brands or pricing.						
339	292582 VEG, TOMTOES, WHOLE	0.000	Case	36.20	1	0.00
<b>Item Text</b>						
Manufacturer: Angela Mia						
Manufacturer's Item Code: 38018						
Pallet Configuration: 8 x 4						
At no time is the contractor allowed to unilaterally change brands or pricing.						
340	294531 VEG, TOMATOES/ZUCCHINI	0.000	Case	41.75	1	0.00

<b>Information:</b>	
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**FULLY EXECUTED**  
Contract Number: 4400029075  
Original Contract Effective Date: 12/22/2023  
Valid From: 01/01/2024 To: 12/31/2028

**Supplier Name:**  
FEESERS INC  
DBA FEESERS FOOD DISTRIBUTORS

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
<b>Item Text</b> Manufacturer: Redpack Manufacturer's Item Code: RPK4A99 Pallet Configuration: 8 x 4						
At no time is the contractor allowed to unilaterally change brands or pricing.						
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<b>General Requirements for all Items:</b>						
No further information for this Contract						

<b>Information:</b>	
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**COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF GENERAL SERVICES**

**SPECIFICATIONS**

**Non-Perishable Food  
Invitation for Bid No. 6100059215**



# SPECIFICATONS

## **Non-Perishable Food**

### **Department of Human Services and Department of Labor & Industry**

#### **IV – 1. GENERAL INFORMATION:**

**A. OVERVIEW:** The Commonwealth is seeking the procurement of Non-Perishable Food Products for the Department of Human Services (DHS) and Department of Labor and Industry (L&I) facilities. In addition to this Specifications document, the following documents are incorporated as appendixes and made part of these Specifications:

- Appendix A Standard Terms and Conditions
- Appendix B Initial Bid Sheets
- Appendix C List of DHS and L&I Facilities
- Appendix D Worker’s Protection Form and Investment Certificate: Pursuant to Executive Order 2021-06, Worker Protection and Investment (October 21, 2021), the Commonwealth is responsible for ensuring that every Pennsylvania worker has a safe and healthy work environment, and the protections afforded them through labor laws. To that end, contractors and grantees of the Commonwealth must certify that they are in compliance with all applicable Pennsylvania state labor and workforce safety laws. Such certification shall be made through the Worker Protection and Investment Certification Form (BOP-2201) (Appendix D). The completed and signed Worker Protection Certification Form shall be submitted with the bid response.
- Appendix E Iran Free Procurement Certificate & Disclosure: Prior to entering a contract worth at least \$1,000,000 or more with a Commonwealth entity, a bidder must: a) certify it is not on the current list of persons engaged in investment activities in Iran created by the Pennsylvania Department of General Services (“DGS”) pursuant to Section 3503 of the Procurement Code and is eligible to contract with the Commonwealth under Sections 3501-3506 of the Procurement Code; or b) demonstrate it has received an exception from the certification requirement for that solicitation or contract pursuant to Section 3503(e). All bidders must complete and return the Iran Free Procurement Certification form (Appendix E), which is attached hereto and made part of this IFB. The completed and signed Iran Free Procurement Certification form shall be submitted with the bid response.
- Appendix F Reciprocal Limitations Act (GSPUR-89): See Section II.4 II-IFB-017.1b Reciprocal Limitations Act – Electronic Submittal (February 2007) of the Terms and Conditions for details and requirements regarding this Act. All bidders must complete and return the Reciprocal Limitations Act Requirements Form (Appendix F), which is attached



hereto and made part of this IFB. The completed and signed GSPUR-89 form shall be submitted with the bid response.

- Appendix G Prison Rape Elimination Act of 2003 Information: The Contractor will adhere to the Prison Rape Elimination Act of 2003 and the Child Protective Services Law. A copy of the PREA is attached to these Specifications.
- Appendix H Zero Tolerance of Sexual Abuse and/or Harassment for Contracted Employees and Volunteers Pamphlet.

This Invitation For Bid (IFB) is comprised of one (1) lot containing all non-perishable food items and estimated quantities contained on the Initial Bid Sheet, which is attached to these Specifications as Appendix B, for all DHS facilities and one (1) L&I facility. If any products listed on the Initial Bid Sheet are currently discontinued, please notify Celeste Mazza at [celmazza@pa.gov](mailto:celmazza@pa.gov) prior to the bid opening. A list of relevant DHS and L&I facilities is attached as Appendix C to these Specifications.

- B. METHOD OF AWARD:** The Commonwealth intends to award a contract to all eligible responsive and responsible bidders. Bidders must bid on one hundred (100) percent of the line items incorporated in the Initial Bid Sheet (Appendix B) in order to be considered for award.
- C. BEST-VALUE PRICING:** Pricing for this contract will be established through this initial bid and at set intervals during the term of the contract on the basis of best value. Best value for this contract is defined as the lowest total cost for all included items. During each pricing period, the Commonwealth shall order all needed items from the single awarded responsible and responsive supplier offering the best-value for the items included in the Initial Bid Sheet, the Commonwealth reserves the right to utilize only the Initial Bid Sheets in determining the Best Value Supplier for any given pricing period.

Using agencies experiencing ongoing issues with the Best Value Supplier may submit a waiver request to DGS to purchase from another supplier on the Contract instead of the Best Value Supplier. Such waiver request shall document the performance issues experienced. If the waiver is approved, the using agency may issue a Purchase Order to the contract supplier with the second lowest costs for the pricing period. The Commonwealth also reserves the right to not award a particular pricing period to the lowest cost contract supplier based on unsatisfactory past-performance.

The initial pricing period for this contract shall begin no earlier than January 1, 2024, until June 30, 2024. The Best Value Supplier for this initial pricing period shall be determined using the pricing submitted in response to this initial bid invitation. with the exception of the initial pricing period, refreshed pricing will be solicited every six (6) months with pricing to become effective January 1 and July 1 of the applicable year. To obtain the pricing for the six (6) month pricing periods after initial award, DGS will electronically send Initial Bid Sheet to all awarded suppliers no later than May 15 and November 15.

**The pricing on the Purchase Order at the time the Purchase Order was created shall be the pricing for the performance and completion of that Purchase Order. For Purchase Orders created on or after the last ten (10) days of a pricing period (June 21 or December 21), the pricing will reflect the new pricing for the upcoming pricing period.**

- D. CONTRACT TERM:** The contract shall commence on the Effective Date to be no earlier than January 1, 2024, and expire December 31, 2029.
- E. ISSUING OFFICE:** The Department of General Services (“Issuing Office”) has issued this IFB on behalf of the Commonwealth. The sole point of contact in the Commonwealth for this Invitation for Bid (IFB) shall

Celeste Mazza the Issuing Officer for this IFB. Please refer all inquiries to Celeste Mazza, the Issuing Officer, via E-mail at [celmazza@pa.gov](mailto:celmazza@pa.gov). Please include the IFB number for this solicitation, 6100059215, in your correspondence.

- F. QUESTIONS AND ANSWERS:** If a bidder has any questions regarding this IFB, the bidder must submit the question(s) via email (with the subject line “IFB 6100059215 Question”) to the Issuing Officer named above. Question(s) must be submitted via e-mail no later than 4pm EST, October 4, 2023. The Issuing Officer shall post as an addendum to this IFB the answers to the questions on the DGS website. It is the responsibility of the bidder to monitor the [DGS website](#) for new or revised information.

#### **IV-2. CRITERIA FOR QUALIFICATIONS:**

- A. ELIGIBILITY:** In order to be eligible for award, a bidder must be the manufacturer or an authorized seller or contractor of a manufacturer’s products. If the bidder is not the manufacturer, the bidder shall include with its bid response a certification on its letterhead that it is an authorized seller or authorized contractor of all Manufacturers listed in the certification and whose products are part of the bid response. If such a certification is not included in the bid response, the bidder shall have five (5) business days to provide the letter upon request of the Commonwealth. Prior to award and at any time during the term of the contract, a supplier will be required to provide upon request a letter signed by the manufacturer of an awarded item stating that the bidder is authorized to sell said Manufacturer’s products and that the Manufacturer will honor any responsibilities under the warranty for products sold by the supplier.
- B. BID SUBMISSION:** The following documents are to be completed and returned with your bid:
- Appendix B – Initial Bid Sheet in Excel format. Do *not* provide in PDF format.
  - Appendix D – Workers Protection Form and Investment Certificate
  - Appendix E – Iran Free Procurement Certificate & Disclosure
  - Appendix F – Reciprocal Limitations Act (GSPUR-89)
  - Certification of Manufacturer’s Authorization (if applicable)

#### **IV-3. SPECIFICATIONS:**

##### **A. REQUIREMENTS:**

1. Post – Submission Descriptive Literature: The Department of General Services may, during its evaluation of the bids, require any bidder to submit **specification sheets, nutritional information, pallet configurations, point of sale, item number, UPC number, applications, and brochures which detail Food items and any other pertinent information, including Recall Procedures**, which the Department of General Services may require in order to evaluate the product(s) offered to ensure that they meet the brand requirements. The required information must be submitted within two (2) business days after notification from the Department of General Services. Failure to submit the required information prior to the expiration of the second business day after notification shall result in the rejection of the bid as non-responsive.
2. Quantities: All products and their respective acceptable brands and quantities, as specified on the Appendix B – Initial Bid Sheet are estimated annual forecasts to be procured by the using agencies. All quantities provided are good faith estimates.
3. Product Specification: Acceptable brands for all products are set forth in the Initial Bid Sheet (Appendix B) to this IFB. For this initial bid and for subsequent pricing periods, Suppliers must specify the

acceptable brand(s) they are bidding for each item. The Best Value Supplier is not permitted to substitute alternate brands and/or pack sizes during awarded pricing periods. If an awarded brand or pack size becomes unavailable, the Best Value Supplier shall provide documentation from the manufacturer of the item that verifies the product is discontinued or otherwise no longer available. Any such documentation shall be forwarded to Celeste Mazza at [celmazza@pg.gov](mailto:celmazza@pg.gov).

4. Receiving: It is recommended that Suppliers communicate and confirm any special delivery requirements and/or instructions with each ordering location. Suppliers are responsible for coordinating deliveries with each ordering location with respect to the varying receiving hours and warehouse requirements. The failure to communicate with each individual location may result in the rejection of deliveries.
5. Fill Rate: A Best Value Supplier must maintain a minimum 95 % fill rate. Fill rate is defined as “the total number of items on an order divided into the total number of items filled accurately and completely”. Should the Best Value Supplier consistently fail to maintain the fill rate without corrective action, the Supplier will be deemed non-responsible, and the Commonwealth may elect to remove the Supplier as the Best Value Supplier for the pricing period or terminate the Supplier’s contract.

Any product that fails to conform to the approved brands and SKU or does not have a reasonable shelf life (as defined in the Shelf-Life clause of this document) at time of delivery will be rejected by the facility. The supplier will not invoice the Commonwealth for non-complying product and/or will issue a full credit for noncomplying product that has already been invoiced/paid. The Supplier shall replace all such rejected items with products conforming to the specifications within five (5) calendar days or the next delivery date not to exceed fifteen (15) calendar days following notification of rejection as documented on the packing list/invoice. The facility may require earlier replacement of critical items upon request to the Best Value Supplier. If the Supplier fails, neglects, or refuses to provide an acceptable replacement product, the Commonwealth shall have the right to purchase on the open market and the supplier may be held responsible for any incremental increase in costs for the purchase of the replacement product from an alternate source.

6. Replacement of Products: The Best Value Supplier is responsible for notifying the Commonwealth of all unavailable products in a timely manner. If a product is not available, the Contractor shall offer the Commonwealth an alternate item from the listed acceptable brands as a replacement for the unavailable product. Pricing for the replacement product shall be the same as or lower than the pricing for the unavailable product. The Commonwealth, in its sole discretion, shall determine if the replacement product is acceptable. At no time is the supplier allowed to unilaterally change products or pricing.
7. Shelf Life/Rejection Process: All items provided must have no less than 6 months of usable shelf life remaining upon delivery with the exception of condiments, which must have no less than 30 days of usable shelf life remaining upon delivery. Suppliers are to maintain records of Julian Dates for products when coded shelf-life dates are used. The Department of Human Services requires that all products be shipped within 6 months of the pack date. Suppliers are responsible for ensuring that shelf-life information is visible on all products upon delivery or is otherwise readily available. Suppliers may be required to produce additional documentation relating to shelf-life upon request.

Any product that has inadequate shelf life remaining, is discovered to be defective, or is otherwise not in conformance with the specifications, may be rejected by the facility. It will be the responsibility of the supplier to remove any rejected products from the premises within thirty (30) days of notification at no cost to the Commonwealth. Any rejected product left beyond thirty (30) days following notification will be regarded as abandoned and shall become the property of the Commonwealth. The

Commonwealth reserves the right to reject product up to ninety (90) days after receipt. If a shipment is rejected upon delivery, the supplier is expected to remove any such shipment immediately without delivering the items per the Returns section below.

8. Returns: Any items delivered in poor condition, in excess of the amount ordered, or not included in the purchase order may, at the discretion of the ordering agency, be returned to the supplier at the supplier's expense within thirty (30) days of delivery. Credit for the returned goods shall be made immediately after the supplier receives the returned items. There shall be no restocking fees assessed to the Commonwealth except in the event that a Commonwealth-ordering entity orders incorrectly. In the case of a Commonwealth error, the item(s) will be returned to the supplier at the expense of the ordering entity not to exceed a 5% restocking fee per item. Credit for returned goods shall be made immediately after the supplier receives the returned item(s).

In the event that a product is rejected at time of delivery, the Supplier's driver will take the product back immediately. Replacement product for that rejected product will be delivered to the Facility within five (5) calendar days or the next delivery date not to exceed fifteen (15) calendar days. For product deemed to be unacceptable after delivery has been made, the Ordering Location may contact the Contractor's Customer Service Representative to arrange for pick up of product (s), credit for that product(s), and replacement of that product(s). The supplier will remove unacceptable product(s) from the Ordering Location within one week from date of determination of unacceptable product(s) and contact with the supplier. Unacceptable Product(s) left at the Facility for more than ten (10) days will become the property of the Commonwealth to dispose of as they see fit. If invoices have been submitted, the supplier will issue credit(s) for the full amount of the product(s) purchased.

9. Product Information Sheets: Suppliers will be required to supply Manufacturer Product Information Sheets to those facilities participating in the National School Lunch/School Breakfast Program. This information must be provided at the initial delivery and/or upon request by each participating facility.
10. Security: Suppliers are responsible for ensuring that all personnel, equipment, tools, keys, and supplies comply with any and all rules, regulations and procedures of each agency and the facilities. All supplier personnel, upon entering a facility, may be subject to search of their person and personal items. Such searches may be frisk searches, searches by metal detectors, or searches by narcotics detection canines. All equipment, including tools, vehicles, supplies and materials may be subject to search or inventory at any time. No meals may be brought into the facility without prior written notice and approval by the ordering facility superintendent or any other appointed person. Any attempts to introduce contraband, to assist in escape, or to have unauthorized contact with residents/inmates of a facility are prohibited and will be prosecuted under Pennsylvania Law. No person who appears to be under the influence of alcohol or controlled substances may enter a facility under any circumstances. The facility reserves the right to refuse entry to any supplier it deems suspect, or fails to follow rules and regulations, as provided by the facility and agency.

#### **IV-4. REPORTING:**

Reporting: The awarded Best Value Supplier for a pricing period shall provide a report in Excel Format that shall include the following for all items contained in the Initial Bid Sheet:

- Material Number
- Short Text

- Acceptable Brand Bid
- Quantities to each facility
- Amount billed per line item

Reports shall be emailed by the 20<sup>th</sup> day of the following month after the end of a pricing period (i.e. July 20 or January 20, as applicable) to Celeste Mazza at [celmazza@pa.gov](mailto:celmazza@pa.gov).

Feeser's, Inc.										
Short text	Long Text	Mat.#	OUn	Acceptable Brands	Estimated Annual Quantities	Vendor Proposed Manufacturer	Manufacturer's Item Code	Pallet Configuration	Delivered Price	Extended Delivered Price
BAKING, MUFFIN MIX, BRAN	6/5#	291349	CS	GENERAL MILLS/HOSPITALITY	36	GENERAL MILLS	11447	10x2	\$ 58.85	\$ 2,118.60
BAKING, BROWNIE,MIX	6/6 LB/CS	292158	CS	GENERAL MILLS/PILLSBURY	100	GENERAL MILLS	11312	10x2	\$ 85.21	\$ 8,521.00
BAKING, CAKE MIX, CHOC	6/5 LB/CS, TYPE I	292981	CS	GENERAL MILLS/PILLSBURY	100	GENERAL MILLS	11116	10x2	\$ 81.50	\$ 8,150.00
BAKING, CAKE MIX, WHITE	6/5 LB/CS, TYPE I	292159	CS	GENERAL MILLS/PILLSBURY	4	GENERAL MILLS	11132	10x2	\$ 75.33	\$ 301.32
BAKING, CAKE MIX,YELLOW	6/5 LB/CS, TYPE I	292160	CS	GENERAL MILLS/PILLSBURY	100	GENERAL MILLS	11152	10x2	\$ 77.29	\$ 7,729.00
BAKING, CHOCOLATE CHIPS	BAKING, CHOCOLATE CHIPS, SEMISWEET,1000cnt 25#	249195	CS	KARGHER/HERSHEY	20	HERSHEY	61125	9x5	\$ 80.41	\$ 1,608.20
BAKING, CORNSTARCH	FINE CREAMY ODORLESS CORNSTARCH POWDER WITH A SLIGHT CHARACTERISTIC TASTE. DERIVED FROM THE WET MILLING OF TELLOW CORN WITH SUBSEQUENT DRYING TO VARYING MOISTURE CONTENTS, 24/1LB	292162	CS	ARGO/VELVET	20	ARGO	2001561	10x6	\$ 35.65	\$ 713.00
BAKING, FLOUR, A,P	2/25 LBS/CS, BLEND OF FLOURS TO BE USED FOR ALL TYPES OF BAKING.	292980	CS	GOLD MEDAL/ROBIN HOOD/PILLSBURY	13	GOLD MEDAL	14317	10x5	\$ 21.00	\$ 273.00
BAKING, FROSTING, CHOC, RTU	2/11 LB	302134	CS	GENERAL MILLS	100	GENERAL MILLS	11215	10x3	\$ 66.76	\$ 6,676.00
BAKING, GELATIN, CHERRY	12/24 OZ/CS	293599	CS	FIRST QUALITY/ROYAL	6	FIRST QUALITY	461304	16x2	\$ 32.12	\$ 192.72
BAKING, GELATIN, LEMON	12/24 OZ/CS	293984	CS	FIRST QUALITY/ROYAL	9	FIRST QUALITY	461301	16x2	\$ 32.12	\$ 289.08
BAKING, GELATIN, LIME	12/24 OZ/CS	293604	CS	FIRST QUALITY/ROYAL	11	FIRST QUALITY	461307	16x2	\$ 32.12	\$ 353.32
BAKING, GELATIN, ORANGE	12/24 OZ/CS	293988	CS	FIRST QUALITY/ROYAL	6	FIRST QUALITY	461302	16x2	\$ 32.12	\$ 192.72
BAKING, GELATIN, RED, ASST, DT	18/2.75 OZ/CS	293612	CS	KRAFT- JELLO	56	KRAFT	84311	21x8	\$ 88.26	\$ 4,942.56
BAKING, GELATIN, STRAWBERRY	12/24 OZ/CS	293614	CS	FIRST QUALITY/ROYAL	7	FIRST QUALITY	461305	16x2	\$ 32.12	\$ 224.84
BAKING, GELATIN,CITRUS,ASST,DT	18/2.5 OZ/CS	293983	CS	FIRST FOOD	31	FIRST FOOD pack 18/2.5oz	461511	16X7	\$ 47.10	\$ 1,460.10
BAKING, GRAHAM CRACKER CRUMBS	10 LB	293468	CS	NABISCO	100	NABISCO	826	15x3	\$ 30.68	\$ 3,068.00
BAKING, ICING, MIX, WHITE	6/5 LB/CS, TYPE I	292982	CS	PILLSBURY/GENERAL MILLS	2	GENERAL MILLS	11212	10x2	\$ 73.21	\$ 146.42
BAKING, MILK, EVAP,UNSWT	6/#10 CANS/CS	292164	CS	GOLDMEDAL/JERZEE/CARNATION&GOLD COW/LAND O LAKES	7	JERZEE	8100159341	8x7	\$ 67.12	\$ 469.84
BAKING, MUFFIN MIX , BLUEBERRY	6/5LB	315150	CS	GENERAL MILLS	24	GENERAL MILLS	11547	10x2	\$ 79.88	\$ 1,917.12
BAKING, PAN COATING, ANTISTICK	ANTI-STICK SPRAY COATING FOR COOKING UTENCILS. SHALL BE SUITABLE FOR USE ON GRILLS OR OTHER HIGH TEMPERATURE SURFACES. SHALL CONTAIN IN GENERAL: VEGETABLE OIL(S), (SOYBEAN) LECITHIN, BETA CAROTENE, ARTIFICIAL FLAVORING AS APPROVED BY THE FDA, 6/17 OZ/CS.	317614	CS	WESSON/PAM	22	PAM	7263	36x2	\$ 40.78	\$ 897.16
BAKING, PANCAKE MIX	6/5 LB/CS	207792	CS	AUNT JEMIMA	100	PEARL MILLING	63266	14X4	\$ 41.52	\$ 4,152.00
BAKING, PIE FILLING, APPLE	3/#10 CANS/CS	292166	CS	KNOUSE-LUCKY LEAF/APPLE LEAF/ WHITE HOUSE	36	LUCKY LEAF	30070	14x4	\$ 33.66	\$ 1,211.76
BAKING, PIE FILLING, BLUEBERRY	3/#10 CANS/CS	292167	CS	KNOUSE-LUCKY LEAF/ WHITE HOUSE	74	LUCKY LEAF	30072	14x4	\$ 47.39	\$ 3,506.86
BAKING, PIE FILLING, CHERRY	3/#10 CANS/CS	292168	CS	KNOUSE-LUCKY LEAF/ WHITE HOUSE	148	LUCKY LEAF	30074	14x4	\$ 58.20	\$ 8,613.60
BAKING, PIE FILLING, LEMON	6/#10 CANS/CS	292169	CS	KNOUSE-LUCKY LEAF/ WHITE HOUSE	100	LUCKY LEAF	30036	14x4	\$ 22.82	\$ 2,282.00
BAKING, PIE FILLING, PEACH	3/#10 CANS/CS	292170	CS	KNOUSE-LUCKY LEAF	41	LUCKY LEAF	30076	14x4	\$ 43.45	\$ 1,781.45
BAKING, PUDDING, LEM, TFF, RTS, SS	3/#10 CANS/CS	292173	CS	CAFÉ CLASSIC/KNOUSE-LUCKY LEAF	20	LUCKY LEAF	FFPDR3802LKL01	14X3	\$ 22.24	\$ 444.80
BAKING, PUDDING SNACK, VAN, SUGAR FREE	48/3.2 OZ/CASE	355963	CS	HUNT WESSON	97	HUNTS	2700041905	9x8	\$ 19.49	\$ 1,890.53



Short text	Long Text	Mat.#	OUn	Acceptable Brands	Estimated Annual Quantities	Vendor Proposed Manufacturer	Manufacturer's Item Code	Pallet Configuration	Delivered Price	Extended Delivered Price
BAKING, PUDDING SNACK, CHOC, SUGAR FREE	48/3.2 OZ/CASE	355964	CS	HUNT WESSON	97	HUNTS	2700041904	9x8	\$ 19.49	\$ 1,890.53
BAKING, PUDDING, TAP, TFF, RTS, SS	6/#10 CANS/CS	292174	CS	WHITE HOUSE/KNOUSE-LUCKY LEAF	10	WHITE HOUSE	556-1884	8X4	\$ 47.59	\$ 475.90
BAKING, PUDDING,BTRSCH,SS, RTS	48/3.5 OZ/CS	292176	CS	KRAFT/CON-AGRA-HUNTS/KNOUSE-LUCKY LEAF	125	HUNTS	55414	9x5	\$ 25.48	\$ 3,185.00
BAKING, PUDDING,CHOC,SS, RTS	48/3.5 OZ/CS	292984	CS	KRAFT/CON AGRA-HUNTS/LUCKY LEAF	247	KRAFT	82750	9x8	\$ 21.41	\$ 5,288.27
BAKING, PUDDING,VAN, TFF,RTS	6/#10 CANS/CS	293484	CS	KNOUSE-LUCKY LEAF	100	LUCKY LEAF	37806	7x4	\$ 43.63	\$ 4,363.00
BAKING, PUDDING,VAN,SS, RTS	48/3.5 OZ/CS	293019	CS	KRAFT/CON AGRA-HUNTS/KNOUSE-LUCKY LEAF	264	KRAFT	82751	9x8	\$ 21.41	\$ 5,652.24
BAKING, SUGAR SUB, EQUAL	6/1LB	269668	CS	EQUAL	100	EQUAL	61250	18x8	\$ 39.98	\$ 3,998.00
BAKING, SUGAR SUB, SPLEND	2000/CS	293488	CS	SPLEND	67	SPLEND	60242000	20x6	\$ 37.86	\$ 2,536.62
BAKING, SUGAR SUB, SUGAR TWIN	1000 CT	315152	CS	SUGAR TWIN	12	SUGARTWIN	J070-81900	25x9	\$ 11.66	\$ 139.92
BAKING, SUGAR, GRANULATED	25 LB/CS	292178	CS	DIXIE CRYSD/DOMINO/IMPERIAL	21	DOMINO	401450	7x12	\$ 22.78	\$ 478.38
BAKING, SUGAR, LIGHT BROWN	12/2 LB/CS	292179	CS	DIXIE CRYSD/DOMINO/IMPERIAL	100	DOMINO	400592	10x7	\$ 34.35	\$ 3,435.00
BAKING, SUGAR, LIGHT BROWN	25 LB/CS	292180	CS	DIXIE CRYSD/DOMINO/IMPERIAL	56	DOMINO	401478	7x12	\$ 26.95	\$ 1,509.20
BAKING, SUGAR, PACKET	2000PK/CS	292177	CS	DIXIE CRYSD/DOMINO	58	DOMINO	401759	18x7	\$ 15.58	\$ 903.64
BEV, BASE, FRUIT PUNCH, LOW CAL.	12/1.8 OZ	211095	CS	CRYSTAL LIGHT	30	CRYSTAL LIGHT (KRAFT)	83931	32x7	\$ 46.01	\$ 1,380.30
BEV, BASE, LEMONADE, LOW CAL	12/1.8 OZ	240868	CS	CRYSTAL LIGHT	30	CRYSTAL LIGHT (KRAFT)	83937	32x7	\$ 46.01	\$ 1,380.30
BEV, COFFEE, DECAF, INSTANT	12/8 OZ; PLASTIC JARS ONLY; NOT FREEZE DRIED	242683	CS	MAXWELL HOUSE	100	MAXWELL HOUSE	79840	10x7	\$ 41.57	\$ 4,157.00
BEV, GATORADE, FRT PUNCH	24/20 OZ/CS	293504	CS	GATORADE	38	GATORADE	32866	9x6	\$ 28.65	\$ 1,088.70
BEV, GATORADE, ORANGE	24/20 OZ/CS	293505	CS	GATORADE	148	GATORADE	32867	9x6	\$ 28.65	\$ 4,240.20
BEV, GATORADE,LEMON-LIME	24/12 OZ/CS	293924	CS	GATORADE	94	GATORADE	12178	10x8	\$ 17.36	\$ 1,631.84
BEV, HOT CHOC	6/50 CT/CS, SUGAR ADDED	292183	CS	SWISS MISS/NESTLE	38	SWISS MISS	7092047491	13x2	\$ 66.92	\$ 2,542.96
BEV, HOT CHOC, NSA	144/5 OZ	292184	CS	CARNATION/SWISS/NESTLE	206	SWISS MISS	5584	15x3	\$ 51.95	\$ 10,701.70
BEV, JUICE, APPLE, HONEY CONSIG	48/4oz	315154	CS	LYONS	65	LYONS	1936	8x5	\$ 25.58	\$ 1,662.70
BEV, JUICE, APPLE, NECTAR CONSIG	48/4 oz	315155	CS	LYONS	111	LYONS	1944	8x5	\$ 25.32	\$ 2,810.52
BEV, JUICE, APPLE, PLASTIC ONLY	8/48 OZ	354988	CS	MM/RUBYKIST	100	RUBY KIST	3600845RK	13x4	\$ 18.49	\$ 1,849.00
BEV, JUICE, APPLE, SS	48-8/48 OZ/CS	146980	CS	ORCHARD SPLASH (48/CS)/OCEAN SPRAY (96/CS)	100	ORCHARD SPLASH	48020	10x10	\$ 31.59	\$ 3,159.00
BEV, JUICE, CRANBERRY, HONEY CONSIG	24/4 OZ	315156	CS	RESOURCE/THICK & EASY/LYONS	100	LYONS	1938	8x4	\$ 23.59	\$ 2,359.00
BEV, JUICE, CRANBERRY, NECTAR CONSIG	24/4 OZ	315146	CS	RESOURCE/THICK & EASY/LYONS	19	LYONS	1945	8x5	\$ 23.59	\$ 448.21
BEV, JUICE, CRANBERRY, SS	48/4 OZ	147027	CS	ORCHARD SPLASH	100	ORCHARD SPLASH	48010	10x10	\$ 28.35	\$ 2,835.00
BEV, JUICE, GRAPE	48/4 OZ; SHELF STABLE	146977	CS	ORCHARD SPLASH/OCEAN SPRAY	50	ORCHARD SPLASH	48030	10x10	\$ 32.48	\$ 1,624.00
BEV, JUICE, ORANGE	48/4 OZ; SHELF STABLE	146978	CS	ORCHARD SPLASH	100	ORCHARD SPLASH	48000	10x10	\$ 33.67	\$ 3,367.00
BEV, JUICE, ORANGE, HONEY CONSIG	48/4 OZ	315157	CS	THICK & EASY/LYONS	100	LYONS	1935	8x6	\$ 25.66	\$ 2,566.00
BEV, JUICE, ORANGE, NECTAR CONSIG	48/4 OZ	315158	CS	THICK & EASY/LYONS	100	LYONS	1943	8x6	\$ 25.70	\$ 2,570.00
BEV, JUICE, V-8, LS	48/5.5 oz	293516	CS	CAMPBELLS	51	CAMPBELL	67	16x3	\$ 36.63	\$ 1,868.13
BEV, MILK SOY	12/32 OZ	315161	CS	DREAM/SILK/WHITE WAVE/IMAGINE	65	SILK	100262	15x3	\$ 31.49	\$ 2,046.85
BEV, MIX, INST BKFAST, VAN	60/1.26 OZ	293923	CS	NESTLE CARNATION	100	CARNATION	53062	15x3	\$ 29.32	\$ 2,932.00
BEV, TEA, BAGS, DECAF, ENV	5/100 CT	292205	CS	TETLEY/NATIONAL QUALITY	70	SALADA(TETLEY)	40461	14x3	\$ 30.17	\$ 2,111.90
BEV, TEA, BAGS, ENV	1000/CS, SELECT	291388	CS	TETLEY/LIPTON	5	LIPTON	4100000291	17x3	\$ 53.67	\$ 268.35
BEV, TEA, ICED, DECAF	48/1 OZ	270467	CS	TETLEY	100	TETLEY	5174	25x4	\$ 39.25	\$ 3,925.00

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BEV, V-8	6/46 OZ/CS	292201	CS	CAMPBELL'S-V-8	100	CAMPBELL	20808	10x5	\$ 23.90	\$ 2,390.00
BEV, WATER	24/8OZ/CS or 48/8 OZ/CS	292202	CS	NESTLE (48/CS)/DEER PARK (24/CS)	2029	NESTLE	6827432228	12x5	\$ 11.52	\$ 23,374.08
BEV, WATER	24/16.9 OZ	293523	CS	DASANI/AQUAFINA/POLAND SPRINGS	360	AQUAFINA	504044	10x6	\$ 11.45	\$ 4,122.00
BEV, WATER, FLAVORED	24/16 OZ	317570	CS	FRUIT2 0	100	FRUIT 20	23245	10x6	\$ 15.14	\$ 1,514.00
BEV, WATER, FLAVORED (BERRY, KIWI/STRAW, LEMON)	24/16.9 OZ	317615	CS	PROPEL	100	PROPEL	169	10x6	\$ 20.76	\$ 2,076.00
CEREAL, APPLE CINNAMIN	96/1 OZ/CASE	355949	CS	GENERAL MILLS	100	GENERAL MILLS	31879	9x3	\$ 32.04	\$ 3,204.00
CEREAL, APPLE JACKS, BWLS	96/CASE	292206	CS	KELLOGGS	97	KELLOGGS	2996	9x3	\$ 40.02	\$ 3,881.94
CEREAL, ASST, BWLS	96/CASE	291390	CS	KELLOGGS	100	KELLOGGS	7338	9x3	\$ 53.09	\$ 5,309.00
CEREAL, BRAN FLAKES	4/28-43 OZ; BULK PACK	243674	CS	KELLOGGS (4/43OZ)/RALSTON (4/28 OZ)	100	KELLOGGS	691	10x3	\$ 52.40	\$ 5,240.00
CEREAL, BRAN FLAKES, BWLS	96/CASE	292207	CS	KELLOGGS	223	KELLOGGS	696	9x3	\$ 40.01	\$ 8,922.23
CEREAL, CHEERIOS, BWL	96/CASE	292209	CS	GENERAL MILLS	237	GENERAL MILLS	32262	9x3	\$ 32.04	\$ 7,593.48
CEREAL, CHEERIOS, HONEY NUT, BOWL	96/CASE	147149	CS	GENERAL MILLS	158	GENERAL MILLS	11918	9x4	\$ 32.04	\$ 5,062.32
CEREAL, CINN CRUNCH, BWL,	96/CASE	293529	CS	GENERAL MILLS	100	GENERAL MILLS	11815	9x3	\$ 32.04	\$ 3,204.00
CEREAL, CINN CRUNCH, RED/ SGR, BWL,	96/CASE	293530	CS	GENERAL MILLS	156	GENERAL MILLS	29444	9x4	\$ 32.04	\$ 4,998.24
CEREAL, COCOA KRSPIES, BWL,	96/CASE	293531	CS	KELLOGG	106	KELLOGGS	1196	9x3	\$ 40.45	\$ 4,287.70
CEREAL, COCOA PUFFS, BWL,	96/CASE	292210	CS	GENERAL MILLS	26	GENERAL MILLS	31888	9x2	\$ 32.04	\$ 833.04
CEREAL, CORN FLAKES,	4/28 OZ	293532	CS	RALSTON	100	RALSTON	40141	10x3	\$ 21.31	\$ 2,131.00
CEREAL, CORN FLAKES, BWL,	96/CASE	292211	CS	KELLOGGS/GENERAL MILLS	83	KELLOGGS	196	9x3	\$ 34.38	\$ 2,853.54
CEREAL, CORN POPS, BWL,	96/CASE	292212	CS	KELLOGGS	72	KELLOGGS	1096	9x3	\$ 34.38	\$ 2,475.36
CEREAL, CREAM OF RICE,	12/28 OZ	293533	CS	B&G	30	B&G	2693	20x2	\$ 69.70	\$ 2,091.00
CEREAL, CREAM OF WHEAT	144 /1 OZ/CS	292213	CS	B&G	100	B&G	15	12x3	\$ 67.40	\$ 6,740.00
CEREAL, FARINA	12/28 OZ	293534	CS	NABISCO/QUAKER/MAYPO	78	MAYPO	43051	15x2	\$ 22.87	\$ 1,783.86
CEREAL, FROSTED FLAKES, BWL	96/CASE	292214	CS	KELLOGGS	96	KELLOGGS	1596	9x3	\$ 34.38	\$ 3,300.48
CEREAL, FRSTD MINI WHTS, BWL	96/CASE	292215	CS	KELLOGGS	126	KELLOGGS	4996	9x3	\$ 35.06	\$ 4,417.56
CEREAL, FRUIT LOOPS, BWL	96/CASE	292216	CS	KELLOGGS	60	KELLOGGS	1796	9x3	\$ 40.20	\$ 2,412.00
CEREAL, GOLDEN GRAHAMS	96/.75 OZ/CASE	355950	CS	GENERAL MILLS	100	GENERAL MILLS	11943	9x3	\$ 32.04	\$ 3,204.00
CEREAL, GRITS, ENRICHED	12/40 OZ	275152	CS	QUAKER OATS	17	QUAKER	4378	10x4	\$ 39.68	\$ 674.56
CEREAL, KIX, BWL	96/CASE	293538	CS	GENERAL MILLS	45	GENERAL MILLS	11942	9x3	\$ 32.04	\$ 1,441.80
CEREAL, LUCKY CHARMS, BWL	96/CASE	293540	CS	GENERAL MILLS	98	GENERAL MILLS	31917	9x3	\$ 32.04	\$ 3,139.92
CEREAL, OATMEAL, ASST	48/CS	292220	CS	QUAKER/MALT O MEAL	100	QUAKER	31682	12x3	\$ 27.70	\$ 2,770.00
CEREAL, OATMEAL, QUICK	THE OATS SHALL BE SMALL TO MEDIUM, VERY THIN FLAKES OF REASONABLY UNIFORM SIZE. THE OATS SHALL BE CLEAN, SOUND, AND ESSENTIALLY FREE FROM OTHER GRAINS, WEED SEED, WILD OATS, AND OTHER FOREIGN MATERIAL., 48/1 OZ	292219	CS	QUAKER	7	QUAKER	43661	15x4	\$ 16.15	\$ 113.05
CEREAL, OATMEAL, QUICK, HOT	12/42 OZ	291398	CS	QUAKER/MALT O MEAL	139	QUAKER	43285	6x4	\$ 65.65	\$ 9,125.35
CEREAL, POP TARTS, FROSTD, ASST FLAV	72/2 CT	262272	CS	KELLOGGS	100	KELLOGGS	31132	15x4	\$ 57.67	\$ 5,767.00
CEREAL, RAISIN BRAN, BWL	96/CASE	292222	CS	KELLOGGS	129	KELLOGGS	896	9x3	\$ 40.20	\$ 5,185.80
CEREAL, REESEES, PB PUFFS	96/1 OZ/CASE	355951	CS	GENERAL MILLS	100	GENERAL MILLS	31919	9x3	\$ 32.04	\$ 3,204.00
CEREAL, RICE KRISP, BWL	96/CASE	291401	CS	KELLOGGS	61	KELLOGGS	596	9x3	\$ 32.04	\$ 1,954.44
CEREAL, SPECIAL K, BWL	96/CASE	292225	CS	KELLOGGS	73	KELLOGGS	1696	9x3	\$ 40.20	\$ 2,934.60
CEREAL, CHEERIOS, HONEY NUT,	4/39 OZ/CS	292217	CS	GENERAL MILLS	100	GENERAL MILLS	11988	10x3	\$ 53.53	\$ 5,353.00
CEREAL, TRIX, RED/SGR, BWL,	96/1 OZ/CASE	293544	CS	GENERAL MILLS	56	GENERAL MILLS	31922	9x2	\$ 32.04	\$ 1,794.24



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COND SALSA THICK AND CHUNKY MILD	4/1 GAL	242597	CS	PACE	100	PACE	14070	11x2	\$ 72.66	\$ 7,266.00
COND, APPLE BUTTER	200/5 OZ	238869	CS	SMUCKERS	59	SMUCKER	5150001984	22x6	\$ 20.75	\$ 1,224.25
COND, APPLE BUTTER	3/#10 CANS/CS	292227	CS	MUSSELMANS-KNOUSE	72	MUSSELMAN	32530	16x3	\$ 31.94	\$ 2,299.68
COND, BBQ, SAUCE	4/1 GAL; PACKED IN WIDE-MOUTH PLASTIC CONTAINER	292228	CS	CATTLEMANS/KRAFTS/KENS	100	SWEET BABY RAYS (KENS)	SJ0440HF	12x3	\$ 54.32	\$ 5,432.00
COND, BBQ, SAUCE	100/1 OZ/CS	293572	CS	CATTLEMANS/KRAFTS/KENS/SWEET BABY RAYS	100	HEINZ (KRAFT)	1.30007E+11	17x10	\$ 22.88	\$ 2,288.00
COND, CATSUP	GRADE A FANCY; 33 % SOLIDS; 6#10/CS	292230	CS	HEINZ/HUNTS	7	HUNTS	2700038251	8x6	\$ 43.89	\$ 307.23
COND, CATSUP,	GRADE A FANCY; 500- 9 GMS	291403	CS	HEINZ	227	HEINZ	1.3001E+11	12x9	\$ 22.17	\$ 5,032.59
COND, CATSUP, SQUEEZE BOTTLE	16/14 OZ	293547	CS	HEINZ	23	HEINZ	78000020	15x6	\$ 37.79	\$ 869.17
COND, CHEESE, SAUCE, CHDR, LF,LS, RTU	6/#10 CANS/CS; LOW FAT	292472	CS	LUCKY LEAF	100	LUCKY LEAF	37049	7x7	\$ 58.94	\$ 5,894.00
COND, CHEESE, SAUCE, CHDR, RTU,	SAUCE, CHEDDAR CHEESE, CONTAINING AT LEAST 45% AMERICAN AND AGED CHEDDAR CHEESE, RTU; 6/#10 CANS/CS	292465	CS	CAMPBELLS/CHEFMATE/LAND O LAKES	50	CHEFMATE	5048	8x7	\$ 89.36	\$ 4,468.00
COND, CHILI, SAUCE	TOMATOES, HOT PEPPERS, DISTILLED VINEGAR, SALT. 6/#10 CANS/CS	292466	CS	HEINZ/HUNTS	100	HUNTS	38410	8x4	\$ 60.61	\$ 6,061.00
COND, CRMR, NONDAIRY, DRY, IND	1000 CT; NONDAIRY CEAMER	291405	CS	CARNATION	31	CARNATION	30022	13x2	\$ 43.33	\$ 1,343.23
COND, CROUTON, HERB SEASONED,	4/2.5 LB BAGS	293549	CS	N-JOY/FRESH GOURMET	100	HIGHLAND MARKET(FRESH GOURMET)	74690	9x5	\$ 26.26	\$ 2,626.00
COND, CROUTON, SALAD	250/25 OZ	210051	CS	N-JOY/FRESH GOURMET	20	FRESH GOURMET	74470	10x5	\$ 20.10	\$ 402.00
COND, DRESS, 1000 ISL, Lite,	LITE, 60/1.5 oz	339878	CS	HEINZ/KRAFT	100	HEINZ	78000735	25x6	\$ 18.27	\$ 1,827.00
COND, DRESS, BALSAMIC VIN	60/1.5 OZ	339879	CS	KRAFT	100	KRAFT	1148	20x4	\$ 20.51	\$ 2,051.00
COND, DRESS, FRENCH, FF,	60/1.5 oz/CS	292234	CS	KENS/ KRAFT	75	KENS	809B3	22x4	\$ 17.94	\$ 1,345.50
COND, DRESS, FRENCH, Lite,	LITE, 60/1.5 oz	315170	CS	KENS/HEINZ	100	KENS	10B3	22x4	\$ 18.97	\$ 1,897.00
COND, DRESS, HONEY MUSTARD,	100/1 OZ	293562	CS	KENS	113	KENS	634A1	16x7	\$ 23.96	\$ 2,707.48
COND, HONEY DIJON DRESSING FF	60/ 1.5 OZ/CASE	355953	CS	KENS	100	KENS	600B3	22x4	\$ 19.61	\$ 1,961.00
COND, DRESS, ITAL, FF,	FAT-FREE; 7/16 OZ/CS	292236	CS	KRAFT	548	KRAFT	64964	20x4	\$ 31.37	\$ 17,190.76
COND, DRESS, ITAL, GLDN	PACKED IN WIDE MOUTH PLASTIC CONTAINER; 4/1 GAL/CS	291425	CS	KENS/KRAFT	55	KENS	858	12x4	\$ 56.30	\$ 3,096.50
COND, DRESS, ITAL, LITE, D/C RED/CAL	4/1 GAL	222984	CS	KENS/OASIS	100	KENS	801	12x2	\$ 44.06	\$ 4,406.00
COND, DRESSING, ITAL LITE	60/ 1.5 OZ/CASE	355957	CS	KEN/HEINZ/KRAFT	100	KENS	0801B3	22x4	\$ 17.13	\$ 1,713.00
COND, DRESSING, BLUE CHEESE	60/ 1.5 OZ/CASE	355958	CS	KEN/HEINZ/KRAFT	100	KENS	0813B3	22x3	\$ 22.99	\$ 2,299.00
COND, DRESSING, BTMLK RANCH	4/1 GAL/CASE	355959	CS	MARZETTI	100	MARZETTI	80060	12x2	\$ 62.13	\$ 6,213.00
COND, DRESS, RANCH	200/12 GMS/CS	293945	CS	HEINZ	100	HEINZ	78000723	25x4	\$ 24.62	\$ 2,462.00
COND, DRESS, RANCH, FF	200/7/16 OZ/CS	292235	CS	KRAFT	75	KRAFT	64962	20x5	\$ 34.81	\$ 2,610.75
COND, DRESS, RANCH, LITE	60/1.5 OZ; LITE	148702	CS	KRAFT/HEINZ/KENS/KAINS	500	KRAFT	66750	20x4	\$ 24.69	\$ 12,345.00
COND, DRESS, RANCH,CUPS,	100/1.5 OZ CUPS	291429	CS	KENS/KRAFT	100	KENS	777A5	16x6	\$ 27.08	\$ 2,708.00
COND, HONEY	6/3#	293563	CS	GROEB FARMS	20	GROEB (NATURAL AMERICAN purchased Groeb))	10	12x7	\$ 77.88	\$ 1,557.60
COND, HONEY, IND	200/9GM	292237	CS	SMUCKERS	5	SMUCKER	5150000763	22x4	\$ 44.47	\$ 222.35
COND, HOT SAUCE	200 INDIV PK- 7 GM/CS	292238	CS	TEXAS PETE	30	TEXAS PETE	3	24x10	\$ 15.81	\$ 474.30

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COND, HOT, SAUCE, PLASTIC	4/1 GAL	293565	CS	TEXAS PETE	100	TEXAS PETE	12	11x4	\$ 62.21	\$ 6,221.00
COND, JELLY, APPLE	GRADE A FANCY; 6/#10 CANS/CS	291407	CS	STRAFFORD FARMS/CARRIAGE FARMS	100	STRAFFORD	4155034180	7x4	\$ 87.83	\$ 8,783.00
COND, JELLY, APPLE	200/ .5 OZ/CASE	355956	CS	SMUCKERS	13	SMUCKER	5150000760	22x4	\$ 15.10	\$ 196.30
COND, JELLY, ASST	GRADE A FANCY; 200/10 GM/CS	292240	CS	SMUCKERS/HEINZ	208	SMUCKER	5150000795	22x4	\$ 18.40	\$ 3,827.20
COND, JELLY, ASST, DIET	GRADE A FANCY, 200- 3/8 OZ/CS	292239	CS	SMUCKERS	159	SMUCKER	5150005555	22x6	\$ 18.82	\$ 2,992.38
COND, JELLY, GRAPE	200/ .5 OZ/CASE	355955	CS	SMUCKERS	13	SMUCKER	5150000764	22x9	\$ 15.70	\$ 204.10
COND, JELLY, MIXED FRUIT	200/ .5 OZ/CASE	355954	CS	SMUCKERS	13	SMUCKER	5150000765	22x9	\$ 15.29	\$ 198.77
COND, JELLY, STRAW	GRADE A FANCY; 200/1/2 OZ/CS	292242	CS	SMUCKERS	100	SMUCKER	5150000767	22x8	\$ 20.17	\$ 2,017.00
COND, JUICE, LEMON	THE CONCENTRATED LEMON JUICE SHALL BE PREPARED FROM FOOD GRADE MATERIALS AND SHALL BE PROCESSED USING GOOD MANUFACTURING PROCEDURES. CONCENTRATED JUICES OF CLEAN, SOUND, MATURE, HIGH-ACID LEMONS, LEMON OIL, AND OTHER INGREDIENTS. PLASTIC CONTAINERS 12/32	291412	CS	RUBY KIST/REAL LEMON	100	RUBY KIST	21015	12x4	\$ 28.72	\$ 2,872.00
COND, MAYO	200 IND 7/16 OZ- PKS/CS	292244	CS	HEINZ	127	HEINZ	1300053170	25x8	\$ 29.23	\$ 3,712.21
COND, MAYO, HEAVY	4-1 GAL/CS, PACKED IN WIDE-MOUTH PLASTIC CONTAINER	302201	CS	HELLMANS/KENS	42	KENS	898	12x4	\$ 54.69	\$ 2,296.98
COND, MAYO, LF	210/7/16 oz/CS	257986	CS	HELLMAN'S	250	HELLMAN	84137047	24x3	\$ 30.18	\$ 7,545.00
COND, MAYO, RED/CAL	4/1 GAL; REDUCED CALORIE, PACKED IN WIDE-MOUTH PLASTIC CONTAINER	292246	CS	KENS/KRAFT	29	KENS	KE0892	12x2	\$ 43.83	\$ 1,271.07
COND, MAYO, SQUEEZE BOTTLE	12/12 OZ	293566	CS	KRAFT	100	KRAFT	2687	24x3	\$ 49.33	\$ 4,933.00
COND, MUSTARD, PREPARED	4/105 OZ; PACED IN WIDE-MOUTH PLASTIC CONTAINER	291413	CS	FRENCH'S	100	FRENCHS	81938	12x3	\$ 23.23	\$ 2,323.00
COND, MUSTARD, PREPARED	200 CT (500/7 GM); THE PREPARED MUSTARD SHALL BE MANUFACTURED FROM GROUND MUSTARD SEED, VINEGAR, TURMERIC, SALT AND SPICES. YELLOW MUSTARD SEED, BRASSICA HIRT MOENCH, SHALL BE USED IN TYPE I - YELLOW (SALAD STYLE) MUSTARD. ADDED GUMS OR ARTIFICIAL COLORS ARE NOT PERMITTED	292247	CS	FRENCH/HEINZ	117	FRENCHS (500/7gm)	9015592555	14x10	\$ 16.18	\$ 1,893.06
COND, MUSTARD, SQUEEZE BOTTLE	12/12 OZ	293567	CS	FRENCH'S	9	FRENCHS	75677	21x4	\$ 20.77	\$ 186.93
COND, OLIVE, GREEN, STFD	PACKED IN WIDE-MOUTH PLASTIC CONTAINER, 340-360CT, 4/1 Gal	292248	CS	HARVEST/HUNTER	100	HUNTER (ITALICA)	604513	12x4	\$ 56.82	\$ 5,682.00
COND, PANCAKE, SYRUP, DIET	12/12 OZ	260820	CS	CARY'S	100	CARYS	82100031	14x5	\$ 28.60	\$ 2,860.00
COND, PARMESAN, CHEESE	24/3 OZ	148674	CS	CHIANTI/JOY/KRAFT/SCHREIBER	100	KRAFT	61542	20x7	\$ 58.34	\$ 5,834.00
COND, PARMESAN, CHEESE	BULK GRATED, SHELF STABLE; 12- 1 LBS/CS	292249	CS	KRAFT/SCHREIBER	6	SCHREIBER	25459	10x5	\$ 70.80	\$ 424.80
COND, PARMESAN, CHEESE	GRATED, SHELF STABLE; 200 INDIV PKTS/CS	293033	CS	KRAFT	95	KRAFT	66661	24x5	\$ 23.73	\$ 2,254.35
COND, PICKLE, DILL, SLC	4/1 GAL	135582	CS	B&G	100	B&G	2838	12x2	\$ 34.47	\$ 3,447.00
COND, PICKLE, DILL, SPEAR	PACEDKED IN WIDE-MOUTH CONTAINER, SPEARS; 4 - 1 GAL/CS	261359	CS	B&G	100	B&G	2948	12x2	\$ 38.20	\$ 3,820.00
COND, PICKLE, RELISH, SWT	6/#10 OR 4/1GAL PACKED IN WIDE MOUTH PLASTIC CONTAINER GRADE B CHOICE	292251	CS	HEINZ (6/#10)/B&G (4/1 GAL)	100	B&G	2923	12x4	\$ 29.17	\$ 2,917.00
COND, PICKLE,DILL,CHIPS	4/1 GAL; PACKED IN WIDE MOUTH CONTAINER; CHIPS	292252	CS	B&G/HEINZ	100	HEINZ	75991013	9x3	\$ 43.74	\$ 4,374.00
COND, PICKLES, SLICED BREAD/BUTTER	4-1 GAL/CASE	355952	CS	B & G	100	B & G	2940	12x4	\$ 38.89	\$ 3,889.00
COND, SAUCE, ALFREDO, DRY MIX	8/16 OZ	293953	CS	TRIO	100	TRIO	38502	15x5	\$ 93.88	\$ 9,388.00

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COND, SAUCE,MANWICH	4/#10 CANS/CASE	293728	CS	MANWICH-HUNTS	18	HUNTS	44181	12x4	\$ 40.88	\$ 735.84
COND, SUGAR SUB, EQUAL	2000 IND PK/CS; WITH ASPARTAME	292255	CS	EQUAL	100	EQUAL	61080	20x6	\$ 33.06	\$ 3,306.00
COND, SWEET & SOUR, SAUCE	1/1 GAL	293582	CS	LACHOY	27	LACHOY	12690	42x2	\$ 24.92	\$ 672.84
COND, SYRUP, PANCAKE	4/1 GAL; PASTEURIZED AND MANUFACTURED IN ACCORDANCE WITH THE U.S. STANDARD OF IDENTITY FOR TABLE SYRUP, 21 CFR § 168.180. FLAVOR A, IMITATION MAPLE. THE COLOR SHALL NOT BE LIGHTER THAN LIGHT AMBER NOR MORE THAN SLIGHTLY DARKER THAN DARK AMBER. GRADE B	291436	CS	LOG CABIN/KRAFT	100	LOG CABIN	34901	11x2	\$ 45.85	\$ 4,585.00
COND, SYRUP, PANCAKE	100/1.5 OZ CUPS/CS	292229	CS	MRS. BUTTERS WORTH	147	MRS BUTTERS WORTH	4.421E+11	17x8	\$ 23.85	\$ 3,505.95
COND, SYRUP,CHOC	24/24 OZ/CS	293585	CS	HERSHEY	16	HERSHEY	31240	16x3	\$ 81.95	\$ 1,311.20
COND, SYRUP,STRAW	12/22 OZ/CS	293586	CS	HERSHEY	8	HERSHEY	31800	16x3	\$ 40.97	\$ 327.76
COND, TARTAR, SAUCE	200/7/16 OZ PKTS/CS	291420	CS	HEINZ	20	HEINZ	1300053160	25x3	\$ 20.65	\$ 413.00
COND, VINEGAR, CIDER	NO ARTIFICIAL PRESERVATIVES, COLOR, DAIRY, SUGAR, STARCH, SOYA, FLAVOR, CORN, WHEAT OR YEAST. 4-1GAL/CS	291438	CS	OASIS/MUSSELMANS/HEINZ	14	OASIS	FVC50H0A	12x4	\$ 13.51	\$ 189.14
COND, WORCHESTER, SAUCE	4/1 GAL/CS	291421	CS	FRENCHS	100	FRENCHS	5308	14x2	\$ 35.05	\$ 3,505.00
COND,SYRUP,CHOC,SUGAR FREE	6/17.5 OZ	315216	CS	HERSHEY	100	HERSHEY	31525	33x5	\$ 29.64	\$ 2,964.00
COND,SYRUP,PANCAKE, Sugar Free	100/1 OZ; CUPS	270108	CS	SMUCKERS	209	SMUCKER	5150002277	18x7	\$ 19.62	\$ 4,100.58
FRUIT, APL SAUCE, BERRY	72/4.5 OZ	317571	CS	MUSSELMAN	100	MUSSELMAN	11461	8x8	\$ 30.03	\$ 3,003.00
FRUIT, APL SAUCE, OR MANG, SPLENDIA	72/4.5 OZ	315183	CS	MUSSELMAN	60	MUSSELMAN	11462	8x4	\$ 31.95	\$ 1,917.00
FRUIT, APL SAUCE, STRAW	72/4.5 OZ	317572	CS	MUSSELMAN	84	MUSSELMAN	FFASV0810MUS01	8x10	\$ 33.19	\$ 2,787.96
FRUIT, APL SAUCE, UNSWT	UNSWEETENED; (THE PRODUCT SHALL TEST NOT LESS THAN 9 DEGREES BRUX); Regular (or COMMUNUTED)-U.S. GRADE A; 100% DOMESTIC PRODUCT ONLY. Pack Size-6/#10 CANS/CASE	254794	CS	APPLE LEAF/MUSSELMAN/ WHITE HOUSE	240	MUSSELMAN	31825	7x7	\$ 46.65	\$ 11,196.00
FRUIT, APL SAUCE, UNSWT	UNSWEETENED; (THE PRODUCT SHALL TEST NOT LESS THAN 9 DEGREES BRUX); Regular (or COMMUNUTED)-U.S. GRADE A; 100% DOMESTIC PRODUCT ONLY. U.S. GRADE A; 72 - 4 OZ/CS	293642	CS	MUSSELMAN/APPLE LEAF	250	MUSSELMAN	11613	8x7	\$ 28.76	\$ 7,190.00
FRUIT, APL, DICED, WATER	6/#10 CANS/CASE	294037	CS	MUSSELMAN	100	MUSSELMAN	30581	14x7	\$ 37.65	\$ 3,765.00
FRUIT, APL, SLICED, WATER	SLICED, NAT. JUICE, U. S. GRADE A or US FANCY - 6/#10 CANS/CASE; 100% DOMESTIC PRODUCT ONLY.	293021	CS	MUSSELMAN'S/APPLE LEAF/ WHITE HOUSE	107	MUSSELMAN	30574	7x4	\$ 60.41	\$ 6,463.87
FRUIT, APRICOT, HLV, JCE	UNPEELED JUICE PACK, GRADE B, 6/#10 CANS/CASE	292292	CS	LIBBY LITE/DELMONTE/ORCHARD NATURAL	60	ORCHARD NATURAL	158765	8x7	\$ 63.31	\$ 3,798.60
FRUIT, BANANA, PUREE	46#	294042	CS	CHIQUITA	100	PERFECT PUREE	102401	20x8	\$ 50.98	\$ 5,098.00
FRUIT, CHERRIES, MARSHNO, HLV	6/5 GAL	293645	CS	KARAVAN/MERIT (PACIFIC COAST)	12	MERIT (PACIFIC COAST)	6-HGO-DMM4BC	9x3	\$ 75.47	\$ 905.64
FRUIT, COCKTAIL, JUICE	72/4 OZ	134222	CS	DEL MONTE/LOVIN SPOONFULS/SENECA	52	LOVIN SPOONFUL	104670	8x3	\$ 84.00	\$ 4,368.00
FRUIT, CRANBERRY, SAUCE, JELL	STRAINED JELLIED. GRADE A FANCY, 6-#10 CANS/CS	292468	CS	RUBY KIST/OCEAN SPRAY	26	RUBY KIST	100610RK	8x6	\$ 56.60	\$ 1,471.60
FRUIT, CRANBERRY, SAUCE, JELL,	STRAINED JELLIED; GRADE A FANCY;200 pk./cs	317616	CS	OCEAN SPRAY	5	OCEANSPRAY	78000449	20x10	\$ 30.27	\$ 151.35

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FRUIT, FRUIT SALAD, JUICE	GRADE A, NAT. JCE., 6/#10 CANS/CS	292296	CS	LIBBY-SENECA/IMPERIAL/DOLE/DEL MONTE	26	DOLE	9060	8x7	\$ 57.12	\$ 1,485.12
FRUIT, FRUIT COCKTAIL	JUICE PACKED 36/4 oz	354989	CS	DOLE	26	DOLE	3048	15x7	\$ 23.35	\$ 607.10
FRUIT, FRUIT, COCKTAIL,JCE	JUICE PACK, U.S. GRADE A, 6- #10 CANS/CS, THE FRUIT SHALL BE PREPARED BY USING FAIRLY WELL MATURED FRUIT. THE FRUIT SHALL BE PREPARED FROM OR BETTER, AS DEFINED IN THE U.S. STANDARDS FOR GRADES OF CANNED FRUIT COCKTAIL.	291460	CS	DEL MONTE/SENECA	109	ORCHARD NATURAL(PURCHASED SENECA FRUITS)	15866	8x7	\$ 61.42	\$ 6,694.78
FRUIT, MAND ORANGES, WHOLE,LS, 6#10	JUICE PACKED, 6/#10 CANS/CS	292301	CS	DOLE/DELMONTE/EMPRESS/WORLD HORIZONS/ORCHARD NATURAL	92	ORCHARD NATURAL (PACIFIC COAST)	15574	8x7	\$ 47.93	\$ 4,409.56
FRUIT, MANDARIN ORANGES, LS	LIGHT SYRUP, S/S, PLASTIC CUP/LID, 36/4OZ	223173	CS	DOLE	113	DOLE	4208	15x6	\$ 23.34	\$ 2,637.42
FRUIT, PEACH, DICED	24/4 OZ CUPS/CS; JUICE PACKED, SINGLE SERVE, PLASTIC CUP/BOWLS ONLY, NO METAL TABS OR FOIL TOPS	254805	CS	DOLE/ORCHARD NATURAL	291	ORCHARD NATURAL	15948	15x10	\$ 16.30	\$ 4,743.30
FRUIT, PEACH, DICED, JUICE	DICED, JUICE PACK; GRADE A, 6/#10 CANS/CS	293023	CS	DEL MONTE/ORCHARD NATURAL	138	ORCHARD NATURAL	15881	8x7	\$ 59.83	\$ 8,256.54
FRUIT, PEACH, SLICE, JUICE,	SLICED JUICE PACK; GRADE A, 6/#10 CANS/CS	317618	CS	DEL MONTE/SENECA/ORCHARD NATURAL	180	ORCHARD NATURAL	15865	8x7	\$ 59.39	\$ 10,690.20
FRUIT, PEAR, HLV, JUICE	HALVES JUICE PACK; GRADE A, 6/#10 CANS/CS	292307	CS	SENECA/ORCHARD NATURAL	65	ORCHARD NATURAL	15826	8x7	\$ 58.11	\$ 3,777.15
FRUIT, PEARS, DICED, JUICE	DICED; GRADE A 6/#10 CANS/CS	293024	CS	DEL MONTE,SENECA/ORCHARD NATURAL	144	ORCHARD NATURAL	15834	8x7	\$ 58.15	\$ 8,373.60
FRUIT, PEARS, SLICED, JUICE	6/10# CANS/CS	292308	CS	DEL MONTE,SENECA/ORCHARD NATURAL	26	ORCHARD NATURAL	15830	8x7	\$ 57.69	\$ 1,499.94
FRUIT, PINEAPPLE, CHUNKS, JUICE	CHUNK NAT. JUICE; GRADE A, 6/#10 CANS/CS	292309	CS	EMPRESS/DOLE/WORLD HORIZON	100	EMPRESS	N-58596	8x7	\$ 36.99	\$ 3,699.00
FRUIT, PINEAPPLE, CRSHD, JUICE	CRUSHED NAT. JUCIE; GRADE A, 6/#10 CANS/CS	292310	CS	DOLE/WORLD HORIZON	57	WORLD HORIZON	38178	8x7	\$ 34.44	\$ 1,963.08
FRUIT, PINEAPPLE, SLICED	6/#10 CANS/CS	293653	CS	DOLE/WORLD HORIZON	56	WORLD HORIZON	38180WH	8x7	\$ 41.88	\$ 2,345.28
FRUIT, PINEAPPLE, TIDBITS, JUICE	6/#10 CANS/CS	293025	CS	DOLE/WORLD HORIZON	90	WORLD HORIZON	30278	8x7	\$ 45.86	\$ 4,127.40
FRUIT, PRUNE, WHL, PITTED, JUICE	6/#10 CANS/CS, GRADE A (CHOICE)	292312	CS	SUNSWEET	80	SUNSWEET	17100	8x7	\$ 99.86	\$ 7,988.80
(FRUIT) TROPICAL FRUIT SALAD	TROPICAL FRUIT SALAD, IN LIGHT SYRUP CASE (6/10 INDUSTRY STD CAN)	359307	CS	DOLE	100	DOLE	9082	8x6	\$ 59.81	\$ 5,981.00
MISC, BACON BITS, IMITATION	4/5 LB	208916	CS	MCORMICK	100	MC CORMICK	632467	15x7	\$ 63.82	\$ 6,382.00
MISC, BEEF STEW	6/#10 CANS/CS	245048	CS	DINTY MOORE/LIBBY/VENICE	15	VENICE	9047	8x4	\$ 96.70	\$ 1,450.50
MISC, BEEF, PUREED	12/15 OZ	292378	CS	SIMPLY SERVE	100	SIMPLY SERVE	815PB-SIM	16x10	\$ 71.16	\$ 7,116.00
MISC, BEEFARONI	6/#10 CANS/CS	239042	CS	CHEF BOY AR DEE	100	CHEF BOYARDEE	4303	9x4	\$ 48.04	\$ 4,804.00
MISC, CHILI CON CARNE, W BEANS	6/#10 CANS/CS	249193	CS	CHEF MATE	100	CHEF MATE	5208	8x4	\$ 121.77	\$ 12,177.00
MISC, FOOD THICKENER	12/8 OZ/CS	292286	CS	THICK & EASY	100	THICK & EASY	17938	8x8	\$ 60.26	\$ 6,026.00
MISC, FOOD THICKENER	25 LB/CS	292288	CS	THICK & EASY	95	THICK & EASY	7925	8x2	\$ 106.80	\$ 10,146.00
(MISC) THICKENED GEL	THICKENED GEL, NECTAR, WITH PUMP CASE (1/55 FL OZ BOTTLE)	359305	CS	SIMPLY THICK	512	SIMPLY THICK	ST2LBOTTLE	5x6	\$ 62.66	\$ 32,081.92
MISC, GRAVY MIX LOW SODIUM CHICKEN	8/22.6 OZ/CS	330142	CS	TRIO	40	TRIO	38482	16x6	\$ 50.07	\$ 2,002.80
MISC, GRAVY,MIX,CHICKEN,	8/1 LB/CS	292370	CS	LEGOUT	50	LEGOUT	75004	14x4	\$ 45.56	\$ 2,278.00
MISC, GRAY MIX LOW SODIUM BEEF	8/16 OZ/CS	330141	CS	TRIO	40	TRIO	38572	16x6	\$ 40.74	\$ 1,629.60
MISC, RAVIOLI, BEEF, MT SCE,	RAVIOLI TO MEET 2 oz. PROTEIN REQUIREMENT, IN SAUCE, RTU; 6/#10 CANS/CS	291450	CS	CHEF BOY-ARDEE	62	CHEF BOYARDEE	81080	7x7	\$ 77.51	\$ 4,805.62
MISC, RICE, BROWN,	1/25 LB BAG/CS	293720	CS	UNCLE BEN'S	76	BEN'S ORIGINAL	423510	6x12	\$ 32.10	\$ 2,439.60

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MISC, RICE, CONVERTED,	25/BAG	292368	CS	UNCLE BEN'S	54	BEN'S ORIGINAL	423508	6x12	\$ 28.82	\$ 1,556.28
MISC, RICE, SPANISH	6/36 OZ	315188	CS	UNCLE BENS	16	BEN'S ORIGINAL	424857	21x2	\$ 51.29	\$ 820.64
MISC, SALMON, PINK	6/4 LB	293743	CS	BAY BEAUTY/COS	100	COS	14662	8x5	\$ 117.71	\$ 11,771.00
MISC, TUNA, CHUNK, LIGHT, WATER,	6/66.5	291494	CS	COS/BB/JANA/STARKIST	96	STARKIST	16500	7x9	\$ 85.22	\$ 8,181.12
MISC, TUNA, WATER, POUCH	6/43 OZ	238092	CS	STARKIST/JANA/COS	100	STARKIST	22120	8x4	\$ 65.47	\$ 6,547.00
MISC, VAN, DAIRY, THCKND,NECT CONSISTENCY	27/8 OZ; SHELF STABLE - 24/8 OZ	317581	CS	LYONS	129	THICK & EASY 24/8oz	24739	14x6	\$ 35.06	\$ 4,522.74
MISC, VAN, DAIRY, THKND, HNY CONSISTENCY	27/8 OZ - 24/8 OZ	317579	CS	LYONS (27-8 oz/cs)/THICK & EASY 24/8oz	57	THICK & EASY 24/8oz	41805	14x3	\$ 35.79	\$ 2,040.03
MISC, GRAVY, MIX, BEEF	8/12.16 oz	292369	CS	LEGOUT	50	LEGOUT	75001	14x7	\$ 41.14	\$ 2,057.00
MISC, GRAVY, MIX, PORK	8/13 oz/CS	258076	CS	LEGOUT/MAJOR	100	MAJOR	83251	10x3	\$ 49.99	\$ 4,999.00
(MISC) GRAVY, SAUSAGE	GRAVE, SAUSAGE, COUNTRY, 10# CASE (6/10 INDUSTRY STD CAN)		CS	CHEF-MATE	25	CHEF-MATE	5228	8x7	\$ 94.80	\$ 2,370.00
MISC, PEANUT BUTTER	LIGHT OR MEDIUM ROAST & COLOR; CREAMY, GRADE A FANCY; 6/#5 PAILS	261240	CS	TEDDIE	140	TEDDIE	1040	7x5	\$ 70.96	\$ 9,934.40
MISC, TOPPING, WHIPPED, DRY, MIX	12/10.8 OZ	258125	CS	NJOY/DREAM WHIP	10	NJOY (CHEFSFI)	90313	16x2	\$ 49.37	\$ 493.70
MISC. RICE PILAF	6/36 OZ	293725	CS	UNCLE BEN'S	26	UNCLE BENS	3409	21x2	\$ 35.62	\$ 926.12
PASTA ELBOW MACARONI, WHEAT 51%	2/10 LB/CS	330168	CS	DAKOTA/SAN GIORGIO/BARILLA	100	DAKOTA	92109	9x7	\$ 25.27	\$ 2,527.00
PASTA PENNE RIGATE WHOLE GRAIN	2/5 LB CS	330146	CS	DAKOTA/SAN GIORGIO/BARILLA	100	DAKOTA	6378791980	9x4	\$ 15.56	\$ 1,556.00
PASTA ROTINI 51 % WHOLE GRAIN	2/5 LB CS	330144	CS	DAKOTA/SAN GIORGIO/BARILLA	100	DAKOTA	6738792021	8x4	\$ 25.84	\$ 2,584.00
PASTA SPAGHETTI WHOLE WHEAT	2/5 LB CS	330145	CS	DAKOTA/SAN GIORGIO/BARILLA	100	DAKOTA	6738790380	16x6	\$ 15.58	\$ 1,558.00
PASTA, NOODLES, EXTRA WIDE	10 LBS	261189	CS	SAN GIORGIO/ROSELI/BARILLA/ DAKOTA	117	DAKOTA	6738729160	9x5	\$ 21.40	\$ 2,503.80
PASTA, BOW, SMALL	SMALL BOW TIES SHALL BE PLAIN, ENRICHED, AND REGULAR COOKING. 2/10 LB/CASE	291513	CS	SAN GIORGIO/ROSELI/BARILLA/DAKOTA	7	DAKOTA	6738727160	8x9	\$ 13.74	\$ 96.18
PASTA, ELBOW MACARONI	2/10 LB/CASE	291514	CS	SAN GIORGIO/ROSELI/BARILLA/DAKOTA	172	DAKOTA	6738710320	9x7	\$ 22.67	\$ 3,899.24
PASTA, NOODLES, MED	MEDIUM, 1/4 INCH, 10 LB/CASE	291515	CS	SAN GIORGIO/ROSELI/BARILLA/DAKOTA	27	DAKOTA	6738727160	9x5	\$ 20.59	\$ 555.93
PASTA, PENNE	2/10 LB/CS	293764	CS	SAN GIORGIO/ROSELI/BARILLA/DAKOTA	100	DAKOTA	6738719320	9x5	\$ 24.16	\$ 2,416.00
PASTA, RIGATONI	2/10 LB/CASE RIGATONI PASTA SHALL BE PLAIN, ENRICHED, AND REGULAR COOKING.	291516	CS	SAN GIORGIO/ROSELI/BARILLA/ZEREGA	15	ZEREGA	8161	8x2	\$ 25.99	\$ 389.85
PASTA, ROTINI	ROTINI IS A SPIRAL FORM OF MACARONI AND SHALL BE ENRICHED AND REGULAR COOKING. THE UNIT OF ROTINI SHALL BE SPIRAL-SHAPE AND THE LENGTH SHALL BE BETWEEN 1" and 1.75" ; 2/10 LB/CS	292452	CS	SAN GIORGIO/ROSELI/BARILLA/ DAKOTA	48	DAKOTA	6738770320	8x5	\$ 23.02	\$ 1,104.96
PASTA, SHELLS, MED	MED; 2/10LB	291517	CS	SAN GIORGIO/ROSELI/BARILLA/ DAKOTA	40	DAKOTA	6738715320	8x5	\$ 23.16	\$ 926.40
PASTA, SPAGHETTI	REG #8 SPAGHETTI SHALL BE PLAIN, ENRICHED, REGULAR COOKING, AND LONG. THE SPAGHETTI SHALL BE IN THE FORM OF SOLID CYLINDRICAL UNITES, REASONABLY UNIFORM IN DIAMETER AT LEAST 0.060 INCH BUT NOT MORE THAN 0.083 INCH IN DIAMETER.; 2/10 LB/CS	291518	CS	SAN GIORGIO/ROSELI/BARILLA/DAKOTA	52	DAKOTA	6738704320	16x6	\$ 22.46	\$ 1,167.92
SNACKS, GRAHAM CRACKERS	200/2PK/CASE	292489	CS	NABISCO/KEEBLER	11	NABISCO	1368	11x6	\$ 26.79	\$ 294.69
SNACKS, CRACKERS, SALTINES, SALTED	500/2PK/CASE	354990	CS	NABISCO/KELLOGGS	100	KELLOGGS (ZESTA)	13055	12x5	\$ 16.91	\$ 1,691.00



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SNACKS, CRACKERS, UNSALTED SALTINES	500/2CT/CASE	293028	CS	NABISCO/KELLOGGS	7	KELLOGGS (ZESTA)	12869	12x5	\$ 33.68	\$ 235.76
SNACKS, LORNA DOONES	120/1 OZ PKTS/CASE	292481	CS	NABISCO	27	NABISCO	1683	24x3	\$ 41.56	\$ 1,122.12
SNACKS, FIG NEWTONS	120/INDIV WRAPPED/CASE	292479	CS	NABISCO	23	NABISCO	1682	13x5	\$ 45.54	\$ 1,047.42
SNACKS, OREOS	124/4 COUNT/CASE	292485	CS	NABISCO	100	NABISCO	198	12x2	\$ 46.29	\$ 4,629.00
SNACKS, CEREAL BAR, NUTRAGRAIN, APPLE	48/1.3 OZ/CASE	293776	CS	KELLOGGS	35	KELLOGGS	35645	25x3	\$ 33.15	\$ 1,160.25
SNACKS, CEREAL BAR, NUTRAGRAIN, BLUEBERRY	48/1.3 OZ/CASE	293775	CS	KELLOGGS	105	KELLOGGS	35745	25x3	\$ 33.15	\$ 3,480.75
SNACKS, CEREAL BAR, NUTRAGRAIN, RASPBERRY	48/1.3 OZ/CASE	354991	CS	KELLOGGS	19	KELLOGGS	35845	25x8	\$ 33.15	\$ 629.85
SNACKS, CEREAL BAR, NUTRAGRAIN, STRAWBERRY	48/1.3 OZ/CASE	293777	CS	KELLOGGS	35	KELLOGGS	35945	25x3	\$ 33.15	\$ 1,160.25
SNACKS, CRAX RITZ BITZ CHEESE	48/1 OZ/CASE	355948	CS	NABISCO	130	NABISCO	91	22x4	\$ 24.01	\$ 3,121.30
SNACKS, FIBER ONE BARS OATS & CHOC	128/1.4 OZ BARS/CASE	355962	CS	GENERAL MILLS	100	GENERAL MILLS	14652	10x5	\$ 113.05	\$ 11,305.00
SOUP MIX, CHICKEN NOODLE SOUP, BAGS, DRY,	4/13.3 OZ	283291	CS	KNORR	100	KNORR	84125200	21x5	\$ 54.85	\$ 5,485.00
SOUP, BASE, BEEF	12/1 LB/CS	292494	CS	LeGOUT-KNORR	36	LEGOUT	85930	14x10	\$ 91.21	\$ 3,283.56
SOUP, BASE, BEEF, LOW SOD,	12/1 LB/CS	292495	CS	MAJOR/LeGOUT- KNORR	18	MAJOR	BI01712	17x5	\$ 19.20	\$ 345.60
SOUP, BASE, CHICKEN	12/1 LB/CS	292496	CS	MINORS/ LEGOUT/LeGOUT- KNORR	40	LEGOUT	88530	14x5	\$ 90.78	\$ 3,631.20
SOUP, BASE, CHICKEN, LOW SOD	12/1 LB/CS	292497	CS	MAJOR/Le GOUT- KNORR	15	MAJOR	BI01812	17x5	\$ 18.99	\$ 284.85
SOUP, BEAN & BACON	12/ #5 CANS/CS	202386	CS	CAMPBELLS	25	CAMPBELL	1296	8x4	\$ 75.27	\$ 1,881.75
SOUP, CHICKEN NOODLE	12/ #5 CANS/CS	292498	CS	HEINZ/CAMPBELLS	40	CAMPBELL	1256	8x7	\$ 60.37	\$ 2,414.80
SOUP, CHICKEN NOODLE, RTS	SOUP, CHICKEN NOODLE, RTS CASE (24/7.25oz CAN)		CS	CAMBELL'S	12	CAMPBELL	444	10x8	\$ 25.27	\$ 303.24
SOUP, CLAM CHOWDER,NE	12/ #5 CANS/CS	292499	CS	HEINZ/CAMPBELLS	100	CAMPBELL	1366	8x4	\$ 91.54	\$ 9,154.00
SOUP, CRM OF CELERY	12/ #5 CANS/CS	292500	CS	HEINZ/CAMPBELLS	100	CAMPBELL	1166	8x4	\$ 62.34	\$ 6,234.00
SOUP, CRM OF CHICKEN,	12/ #5 CANS/CS	292501	CS	HEINZ/CAMPBELLS	13	CAMPBELL	1036	8x7	\$ 65.69	\$ 853.97
SOUP, CREAM OF CHICKEN, CONDENSED	SOUP, CREAM OF CHICKEN, CONDENSED, CANNED, CASE (12/5 INDUSTRY STD CAN)		CS	CAMBELL'S	40	CAMPBELL	1036	8x7	\$ 65.69	\$ 2,627.60
SOUP, CREAM OF CHICKEN, RTS	SOUP, CREAM OF CHICKEN, RTS CANNED CASE (24/7.25oz CAN)		CS	CAMBELL'S	16	CAMPBELL	443	10x10	\$ 27.24	\$ 435.84
SOUP, CRM OF MUSHROOM	12/ #5 CANS/CS	292502	CS	HEINZ/CAMPBELLS	69	CAMPBELL	1266	8x6	\$ 66.27	\$ 4,572.63
SOUP, CREAM OF MUSHROOM, RTS	SOUP, CREAM OF MUSHROOM, RTS CASE (24/7.25oz CAN)	292502	CS	CAMBELL'S	16	CAMPBELL	445	10x10	\$ 28.36	\$ 453.76
SOUP, TOMATO	12/ #5 CANS/CS	292503	CS	HEINZ/CAMPBELLS	69	CAMPBELL	16	8x6	\$ 51.25	\$ 3,536.25
SOUP, TOMATO, RTS	SOUP, TOMATO, RTS CASE (24/7.25oz CAN)	292503	CS	CAMBELL'S	12	CAMPBELL	447	10x9	\$ 25.55	\$ 306.60
SOUP, TOMATO, LS, RTS,	24/ 7.5 oz CANS/CS	293813	CS	CAMPBELLS	13	CAMPBELL	601	10x7	\$ 25.95	\$ 337.35
SOUP, VEGETABLE BEEF	12/ #5 CANS/CS	292504	CS	HEINZ/CAMPBELL	100	CAMPBELL	27146	8x4	\$ 92.33	\$ 9,233.00
SOUP, VEGETERIAN VEG	12/ #5 CANS/CS	317625	CS	HEINZ/CAMPBELLS	77	CAMPBELL	1156	8x4	\$ 78.45	\$ 6,040.65
SOYMILK, VERY VANILLA, SHELF STABLE	SOYMILK, VERY VANILLA, SHELF STABLE CASE (18/8 FL OZ)		CS	SILK	230	SILK	101966	21x5	\$ 22.62	\$ 5,202.60
SPICE, CHILI POWDER	MUST BE IN COMPLIANCE WITH AMERICAN SPICE TRADE ASSOCIATION CLEANLINESS SPECIFICATIONS. MINIMUM SHELF LIFE 1 YEAR; 6 FOOD SERVICE PACKS PER CASE	291532	CS	McCORMICK/DURKEE	5	MC CORMICK	900210220	25x4	\$ 67.17	\$ 335.85

Short text	Long Text	Mat.#	OUn	Acceptable Brands	Estimated Annual Quantities	Vendor Proposed Manufacturer	Manufacturer's Item Code	Pallet Configuration	Delivered Price	Extended Delivered Price
SPICE, CINNAMON, GROUND	MUST BE IN COMPLIANCE WITH AMERICAN SPICE TRADE ASSOCIATION CLEANLINESS SPECIFICATIONS. MINIMUM SHELF LIFE 1 YEAR; 6 FOOD SERVICE PACKS PER CASE.	291533	CS	McCORMICK/DURKEE	2	MC CORMICK	900029962	25x4	\$ 41.58	\$ 83.16
SPICES, CUMIN GROUND	6/16 OZ/CASE	355961	CS	MCCORMICK/DURKEE	5	MCCORMICK	900223190	25x4	\$ 67.73	\$ 338.65
SPICE, GARLIC POWDER	DEHYDRATED GARLIC WHICH HAS BEEN INSPECTED, POWDERED AND AIR DRIED. 100 MESH POWDER, CREAMY WHITE TO TAN IN COLOR, WITH THE CHARACTERISTIC SMELL OF GARLIC AND PUNGENT GARLIC TASTE. 6 FOOD SERVICE PACKS PER CASE.	291535	CS	McCORMICK/DURKEE/CULSEC	4	MC CORMICK	900223224	25x4	\$ 90.94	\$ 363.76
SPICE, ONION, POWDER	DEHYDRATED ONIONS, FREE OF ALL FOREIGN AND EXTRANEIOUS MATTER. 100 MESH POWDER, CREAMY WHITE TO LIGHT TAN IN COLOR SWEETLY PUNGENT ONION AND TASTE. 6 FOOD SERVICE PACKS PER CASE.	291539	CS	McCORMICK/DURKEE/CULSEC	2	MC CORMICK	932668	26x2	\$ 37.55	\$ 75.10
SPICE, OREGANO, GROUND	MUST BE IN COMPLIANCE WITH AMERICAN SPICE TRADE ASSOCIATION CLEANLINESS SPECIFICATIONS. MINIMUM SHELF LIFE 1 YEAR; 6 FOOD SERVICE PACKS PER CASE.	291540	CS	McCORMICK/DURKEE/CULSEC	2	MC CORMICK	932466	25x4	\$ 74.94	\$ 149.88
SPICE, PAPRIKA	6 Food service packs per case	291541	CS	McCORMICK/DURKEE/CULSEC	2	MC CORMICK	900210218	25x4	\$ 61.10	\$ 122.20
SPICE, PARSLEY, FLAKES	DEHYDRATED PARSLEY, FLAKED. FREE OF ALL FOREIGN AND EXTRANEIOUS MATTER. BRIGHT GREEN COLOR IS PREVALENT. MILD AGREEABLE ODOR AND MILD SWEET TASTE.; 3; 10 oz per case	291542	CS	McCORMICK/DURKEE/CULSEC	2	MC CORMICK	932478	10x3	\$ 41.85	\$ 83.70
SPICE, PEPPER, BLACK	6 FOOD SERVICE PACKS PER CASE.	291543	CS	McCORMICK/DURKEE/CULSEC/SPICE CLASSIC	3	MC CORMICK	900030248	25x4	\$ 64.89	\$ 194.67
SPICE, PEPPER, BLACK	3000 PACKETS/CS	293029	CS	McCORMICK/DURKEE/CULSEC/DIAMOND CRYSTAL/PPI/BOCA	26	D CRYSTAL	14462	20x9	\$ 14.29	\$ 371.54
SPICE, PEPPER, SHAKER	DISPOSABLE SHAKER; 48/1.5 OZ/CS	291544	CS	McCORMICK/DURKEE/CULSEC/DIAMOND CRYSTAL	100	D CRYSTAL	15320	20x3	\$ 55.44	\$ 5,544.00
SPICE, SALT, IODIZED	3000 PACKETS/CS	293037	CS	McCORMICK/DURKEE/CULSEC/DIAMOND CRYSTAL	60	D CRYSTAL	14353	20x5	\$ 10.99	\$ 659.40
SPICE, SALT, IODIZED	24/26 OZ	294423	CS	DIAMOND CRYSTAL	100	D CRYSTAL	F110530001	14x2	\$ 32.78	\$ 3,278.00
SPICE, SALT, IODIZED, SHAKER	DISPOSABLE SHAKER; 48/4 oz/CS	291547	CS	McCORMICK/DURKEE/CULSEC/DIAMOND CRYSTAL	100	D CRYSTAL	15048	20x3	\$ 25.79	\$ 2,579.00
SPICES, SEASONING, ITALIAN	3/24 OZ/CASE	355960	CS	MCCORMICK/DURKEE	5	MCCORMICK	932574	10x3	\$ 96.46	\$ 482.30
SPICE, SEASONING, TACO	6 PACKS PER CASE	211806	CS	McCORMICK	54	MCCORMICK	932715	24x3	\$ 14.71	\$ 794.34
(VEG) BAKED BEANS, VEGETARIAN	BAKED BEANS, VEGETARIAN CASE (6/10 INDUSTRY STD CAN)		CS	BUSH'S BEST	26	BUSH'S BEANS	1637	8x7	\$ 50.55	\$ 1,314.30
VEG, BEAN REFRIED VEGAN	6/#10 CANS/CS	204075	CS	ROSARITA	100	ROSARTA	10621	7X7	\$ 55.77	\$ 5,577.00
VEG, BEANS, GREEN, CUT	GRADE B; 6/#10/CSCANNED QUALITY EQUIVALENT TO U.S. GRADE B. 1" - 1 1/2" LENGTH OR SHORT CUTS - 1/2" TO 3/4" IN LENGTH POSSESSES SIMILAR VARIETAL CHARACTERISTICS, GOOD COLOR, TENDER AND PRACTICALLY FREE FROM DEFECTS.	292583	CS	SUNNY FARMS / HANOVER	471	HANOVER	10312	8X7	\$ 30.80	\$ 14,506.80
VEG, BEANS, GRT NORTHERN	GRADE A; 6/#10 CANS/CS	317626	CS	HANOVER/FURMANS	14	FURMANO	13106	8X7	\$ 32.16	\$ 450.24
VEG, BEANS, KIDNEY, RED	GRADE A; 6/#10 CANS/CS	292515	CS	HANOVER/FURMANO/GOYA	5	FURMANO	13107	8X7	\$ 34.16	\$ 170.80

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VEG, BEANS, LIMA, BABY	6/#10 CANS/CS	238215	CS	HANOVER/ALLEN	28	HANOVER	13021	8X7	\$ 36.38	\$ 1,018.64
VEG, BEANS, WAX, CUT	GRADE B; 6/#10 CANS/CS	292518	CS	SUNNYFARMS/ALLEN/HANOVER	129	HANOVER	12950	8X7	\$ 29.80	\$ 3,844.20
VEG, BEETS, DICED	GRADE A; 6/#10 CANS/CS	292520	CS	SENECA/HANOVER	59	HANOVER	12641	8X7	\$ 28.38	\$ 1,674.42
VEG, BEETS, SLICED	6/#10 CANS/CS	294471	CS	ALLEN/SENECA/LIBBY/HANOVER	100	HANOVER	12643	8X7	\$ 28.35	\$ 2,835.00
VEG, BEETS,SLC, PICKLED	6/#10 CANS/CS	132355	CS	SENECA/LIBBY/HANOVER	32	HANOVER	12951	8X7	\$ 32.96	\$ 1,054.72
VEG, CARROTS, DICED	GRADE A, 6/#10 CANS/CS	292532	CS	LAKESIDE/SUNNFARM/ALLENS	99	SUNNY FARM	3710060257	7X7	\$ 30.00	\$ 2,970.00
VEG, CARROTS, SLICED	GRADE A, 6/#10 CANS/CS	317627	CS	LAKESIDE/SUNNFARM/ALLENS	100	SUNNY FARM	PFSFCATC06100	7X7	\$ 30.01	\$ 3,001.00
VEG, CORN, CREAM, GOLDEN	GRADE A; 6/#10 CANS/CS	292545	CS	LODI/LIBBY	97	LODI	085-01	8X7	\$ 35.36	\$ 3,429.92
VEG, CORN, WHL KERNEL	CANNED QUALITY EQUIVALENT TO U.S. GRADE B. YELLOW CUT CORN, POSSESSES SIMILAR VARIETAL CHARACTERISTICS, GOOD FLAVOR, GOOD COLOR, TENDER AND PRACTICALLY FREE FROM DEFECTS; 6/#10 CANS/CS	317628	CS	HANOVER	5	HANOVER	12302	8X7	\$ 37.20	\$ 186.00
VEG, MARINARA, SAUCE	DELUXE; 6/#10 CANS/CS, GRADE A	292469	CS	ANGMIA/SAN BENITO/REDBACK/FURMANO/HUNTS	237	FURMANO	11114	8X7	\$ 41.65	\$ 9,871.05
VEG, MUSHROOM, STEM/PIECES	GRADE B, 6/#10 CANS/CS	292551	CS	GIORGIO/HAREDEN/THE MUSHROOM CO/LOLITA	48	LOLITA	31970	8X7	\$ 50.69	\$ 2,433.12
VEG, ONIONS, DEHY, CHOPPED	6/3 LB/CS	317629	CS	McCORMICK	13	MC CORMICK	979614	8x2	\$ 96.63	\$ 1,256.19
VEG, PEAS, SWEET, GREEN	GRADE B; 6 #10 CANS/CS	261267	CS	FURMANO/LAKESIDE/LIBBYS	88	LIBBY	3710094243	7x4	\$ 39.99	\$ 3,519.12
VEG, PEPPER & ONION, STRIPS	6/10 CANS/CS	294505	CS	FURMANO'S	78	FURMANO	10329	8x8	\$ 60.60	\$ 4,726.80
VEG, PEPPERS, MIXED,STRIPS	GRADE A; 6/#10 CANS/CS	293031	CS	FURMANO	100	FURMANO	10327	7x4	\$ 55.11	\$ 5,511.00
VEG, PORK & BEANS	6/#10 CANS/CS	315178	CS	BUSCH'S/HANOVER	5	HANOVER	14142	8x7	\$ 36.26	\$ 181.30
VEG, POTATO, AU GRATIN	12/20.35 OZ/CS	294512	CS	BASIC AMERICAN/TRADITIONS/IDAHOAN	26	IDAHOAN	2970000888	9x3	\$ 76.05	\$ 1,977.30
VEG, POTATO, GRAN, DEHYD	PRE COOKED, RAPID REHYDRATING. GRANULES, FLAKES W/O PEEL OR PELLETS. NO ADDED MILK OR FLAVORING PERMITTED. SHALL BE PREPARED FROM WHITE TO PALE YELLOW FLESHED POTATO PIECES OR WHOLE POTATOES. SHALL HAVE A SHELF LIFE OF 12 MONTHS FROM DATE OF PRODUCTION; 6/CS	292562	CS	IDAHOAN-TRU RECIPE/ TRADITIONS	91	IDAHOAN	2970000316	8x7	\$ 90.20	\$ 8,208.20
VEG, POTATO, HSH BRN, DRY	6/CS	294521	CS	IDAHOAN /TRU RECIPE/BASIC AMERICAN/TRADITIONS	12	IDAHOAN	2970020816	10X4	\$ 54.82	\$ 657.84
VEG, POTATO, PEARLS	6/3.5 LB/CS	294507	CS	BASIC AMERICAN/PILLSBURY/IDAHOAN/TRU-RECIPE/TRADITIONS	70	BASIC AMERICAN	81837	9X5	\$ 81.40	\$ 5,698.00
VEG, POTATO, SCLLPED	6/2.25 LB	294508	CS	BASIC AMERICAN/TRADITIONS/IDAHOAN	20	IDAHOAN	2970000889	9x5	\$ 76.13	\$ 1,522.60
VEG, POTATO, SWEET, CUT	GRADE A; 6 #10 CANS/CS	317630	CS	ALLEN/HANOVER/BRUCE/PRINCELLA	112	PRINCELLA	8213	8x7	\$ 45.34	\$ 5,078.08
VEG, POTATO, WHITE, INST, MSHED, POUCH	12/26 OZ	262325	CS	IDAHOAN/TRU RECIPE/TRADITIONS	100	IDAHOAN	2970000313	8x7	\$ 67.86	\$ 6,786.00
VEG, POTATO, WHOLE	6/#10 CANS/CS	135471	CS	ALLEN/SENECA/LIBBY	100	SENECA	N-53350	8x7	\$ 42.91	\$ 4,291.00
VEG, POTATO, WHT, MASHED, DEHYD - MILK FREE, W/WIT C,	40LB	291602	CS	TRADITIONS/IDAHOAN	48	IDAHOAN	206	3x7	\$ 126.94	\$ 6,093.12
VEG, POTATO,SLICED, DEHY	4/ 5 LB/CS	317631	CS	IDAHOAN/TRU RECIPE/TRADITIONS	100	IDAHOAN	2970000882	6x4	\$ 76.35	\$ 7,635.00



Short text	Long Text	Mat.#	OUn	Acceptable Brands	Estimated Annual Quantities	Vendor Proposed Manufacturer	Manufacturer's Item Code	Pallet Configuration	Delivered Price	Extended Delivered Price
VEG, SAUERKRAUT, SHREDDED	GRADE A, 6 #/10 CANS/CS	292572	CS	SILVERFLOSS	100	SILVERFLOSS	3524	8x7	\$ 38.40	\$ 3,840.00
VEG, SPAG, SAUCE, W/O MEAT	DELUXE, WITHOUT MUSHROOMS, RTU 6#/10 CANS/CS	292470	CS	PREGO/HEINZ/CONTADINA/REDPACK/FURMANO/BELLA VISTA	59	BELLA VISTA	F10386	8x7	\$ 41.77	\$ 2,464.43
VEG, SPINACH, CHOPPED	6#/10 CANS/CS	242609	CS	POPEYE/SENECA	100	POPEYE	5213	7x4	\$ 43.18	\$ 4,318.00
VEG, THREE BEAN SALAD	CONSISTS OF GREEN BEANS, WAX BEANS & DARK RED KIDNEY BEANS, 6#/10 CANS/CS	294528	CS	FURMANS	80	FURMANO	F12173	8x4	\$ 46.12	\$ 3,689.60
VEG, TOMATO, PUREE, 1.06,	GRADE A FANCY, 6#/10 CANS/CS, MED CONC	292471	CS	HUNTS/FURMANO/REDPACK	7	REDPACK	RPKH69X	8x7	\$ 42.58	\$ 298.06
VEG, TOMATO, SAUCE	FANCY, 6#/10 CANS/CS	293035	CS	HUNTS/REDPACK/HANOVER/FURMANOS	48	FURMANO	12265	8x7	\$ 35.43	\$ 1,700.64
VEG, TOMATO, STEWED	6/ #10 CANS/CS	294529	CS	FURMAN/ANG MIA	100	ANGELA MIA	37923	8x4	\$ 50.61	\$ 5,061.00
VEG, TOMATOES, DICED	FINISHED PRODUCT TO HAVE RECOGNIZABLE DICED TOMATOES. SHALL HAVE A WELL-BLENDED TOMATO FLAVOR. THE TOMATOES SHALL HAVE A CHARACTERISTIC GOOD/NORMAL FLAVOR AND ODOR, AND SHALL HAVE GOOD COLOR; CHARACTERISTIC OF A TOMATO. GRADE A 6#/10 CANS/CS	292581	CS	FURMANO/ANG MIA/HUNTS/RED GOLD	100	FURMANO	10442	8x7	\$ 31.40	\$ 3,140.00
VEG, TOMATOES, WHOLE	WHOLE/PEELED, GRADE A FANCY; 6 #/10/CS	292582	CS	FURMANO/RED GOLD/ANG MIA GOLD	100	ANGELA MIA	38018	8x4	\$ 36.20	\$ 3,620.00
VEG, TOMATOES/ZUCCHINI	6#/10 CANS/CS	294531	CS	REDPACK/FURMAN	100	REDPACK	RPK4A99	8x4	\$ 41.75	\$ 4,175.00



## WORKER PROTECTION AND INVESTMENT CERTIFICATION FORM

A. Pursuant to Executive Order 2021-06, *Worker Protection and Investment* (October 21, 2021), the Commonwealth is responsible for ensuring that every worker in Pennsylvania has a safe and healthy work environment and the protections afforded them through labor laws. To that end, contractors and grantees of the Commonwealth must certify that they are in compliance with Pennsylvania's Unemployment Compensation Law, Workers' Compensation Law, and all applicable Pennsylvania state labor and workforce safety laws including, but not limited to:

1. Construction Workplace Misclassification Act
2. Employment of Minors Child Labor Act
3. Minimum Wage Act
4. Prevailing Wage Act
5. Equal Pay Law
6. Employer to Pay Employment Medical Examination Fee Act
7. Seasonal Farm Labor Act
8. Wage Payment and Collection Law
9. Industrial Homework Law
10. Construction Industry Employee Verification Act
11. Act 102: Prohibition on Excessive Overtime in Healthcare
12. Apprenticeship and Training Act
13. Inspection of Employment Records Law

B. Pennsylvania law establishes penalties for providing false certifications, including contract termination; and three-year ineligibility to bid on contracts under 62 Pa. C.S. § 531 (Debarment or suspension).

### CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the contractor/grantee identified below, and certify that the contractor/grantee identified below is compliant with applicable Pennsylvania state labor and workplace safety laws, including, but not limited to, those listed in Paragraph A, above. I understand that I must report any change in the contractor/grantee's compliance status to the Purchasing Agency immediately. I further confirm and understand that this Certification is subject to the provisions and penalties of 18 Pa. C.S. § 4904 (Unsworn falsification to authorities).

<b>Signature</b>	<b>Date</b> 10/13/2023
John P. Weidman	
<b>Name (Printed)</b>	
CFO	
<b>Title of Certifying Official (Printed)</b>	
Feese's, Inc.	
<b>Contractor/Grantee Name (Printed)</b>	

**IRAN FREE PROCUREMENT CERTIFICATION FORM**


**(Pennsylvania's Procurement Code Sections 3501-3506, 62 Pa.C.S. §§ 3501-3506)**

To be eligible for an award of a contract with a Commonwealth entity for goods or services worth at least \$1,000,000 or more, a vendor must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the Pennsylvania Department of General Services ("DGS") pursuant to Section 3503 of the Procurement Code **and** is eligible to contract with the Commonwealth under Sections 3501-3506 of the Procurement Code; or b) demonstrate it has received an exception from the certification requirement for that solicitation or contract pursuant to Section 3503(e).

To comply with this requirement, please insert your vendor or financial institution name and complete **one** of the options below. Please note: Pennsylvania law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Section 3503 of the Procurement Code.)

**OPTION #1 - CERTIFICATION**

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS **and** is eligible to contract with the Commonwealth of Pennsylvania Sections 3501-3506 of the Procurement Code.

<i>Vendor Name/Financial Institution (Printed)</i> Feeser's, Inc.	
<i>By (Authorized Signature)</i> 	
<i>Printed Name and Title of Person Signing</i> John P. Weidman	<i>Date Executed</i> 10/13/2023

**OPTION #2 - EXEMPTION**

Pursuant to Procurement Code Section 3503(e), DGS may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to enter into a contract for goods and services.

If you have obtained a written exemption from the certification requirement, please fill out the information below, and attach the written documentation demonstrating the exemption approval.

<i>Vendor Name/Financial Institution (Printed)</i>	
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>

## RECIPROCAL LIMITATIONS ACT REQUIREMENTS

Please Complete Applicable Portion of Pages 3 & 4 and Return with Bid.

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NOTE: These Requirements Do Not Apply To Bids Under \$10,000.00

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### I. REQUIREMENTS

- A.** The Reciprocal Limitations Act requires the Commonwealth to give preference to those bidders offering supplies produced, manufactured, mined or grown in Pennsylvania as against those bidders offering supplies produced, manufactured, mined or grown in any state that gives or requires a preference to supplies produced, manufactured, mined or grown in that state. The amount of the preference shall be equal to the amount of the preference applied by the other state for that particular supply.

The following is a list of states which have been found by the Department of General Services to have applied a preference for in-state supplies and the amount of the preference:

STATE	PREFERENCE
1. Alaska	7% (applies only to timber, lumber, and manufactured lumber products originating in the state)
2. Arizona	5% (construction materials produced or manufactured in the state only)
3. Hawaii	10%
4. Illinois	10% for coal only
5. Iowa	5% for coal only
6. Louisiana	4% meat and meat products 4% catfish 10% milk & dairy products 10% steel rolled in Louisiana 7% all other products
7. Montana	5% for residents * 3% for non-residents* *offering in-state goods, supplies, equipment and materials
8. New Mexico	5%
9. New York	3% for purchase of food only
10. Oklahoma	5%
11. Virginia	4% for coal only
12. Washington	5% (fuels mined or produced in the state only)
13. Wyoming	5%

- B.** The Reciprocal Limitations Act requires the Commonwealth to give preference to those bidders offering printing performed in Pennsylvania as against those bidders offering printing performed in any state that gives or requires a preference to printing performed in that state. The amount of the preference shall be equal to the amount of the preference applied by the other state for that particular category of printing.

The following is a list of states which have been found by the Department of General Services to have applied a preference for in-state printing and the amount of the preference:

STATE	PREFERENCE
1. Hawaii	15%
2. Idaho	10%
3. Louisiana	3%
4. Montana	8%
5. New Mexico	5%
6. Wyoming	10%

- C.** The Reciprocal Limitations Act, also requires the Commonwealth to give resident bidders a preference against a nonresident bidder from any state that gives or requires a preference to bidders from that state or exclude bidders from states that exclude nonresident bidders. The amount of the preference shall be equal to the amount of the preference applied by the state of the nonresident bidder. The following is a list of the states which have been found by the Department of General Services to have applied a preference for in-state bidders and the amount of the preference:

<b>STATE</b>	<b>PREFERENCE</b>
1. Alaska	5% (supplies only)
2. Arizona	5% (construction materials from Arizona resident dealers only)
3. California	5% (for supply contracts only in excess of \$100,000.00)
4. Connecticut	10% (for supplies only)
5. Montana	3%
6. New Mexico	5% (for supplies only)
7. South Carolina	2% (under \$2,500,000.00) 1% (over \$2,500,000.00)
	This preference does not apply to construction contracts nor where the price of a single unit exceeds \$10,000.
8. West Virginia	2.5% (for the construction, repair or improvement of any buildings)
9. Wyoming	5%

<b>STATE</b>	<b>PROHIBITION</b>
1. New Jersey	For supply procurements or construction projects restricted to Department of General Services Certified Small Businesses, New Jersey bidders shall be excluded from award even if they themselves are Department of General Services Certified Small Businesses.

D. The Reciprocal Limitations Act also requires the Commonwealth not to specify, use or purchase supplies which are produced, manufactured, mined or grown in any state that prohibits the specification for, use, or purchase of such items in or on its public buildings or other works, when such items are not produced, manufactured, mined or grown in such state. The following is a list of the states which have been found by the Department of General Services to have prohibited the use of out-of-state supplies:

<b>STATE</b>	<b>PROHIBITION</b>
1. Alabama	Only for printing and binding involving "messages of the Governor to the Legislature", all bills, documents and reports ordered by and for the use of the Legislature or either house thereof while in session; all blanks, circulars, notices and forms used in the office of or ordered by the Governor, or by any state official, board, commission, bureau or department, or by the clerks of the supreme court . . ./and other appellate courts/; and all blanks and forms ordered by and for the use of the Senate and Clerk or the House of Representatives, and binding the original records and opinions of the Supreme Court . . . /and other appellate courts/
2. Georgia	Forest products only
3. Indiana	Coal
4. Michigan	Printing
5. New Mexico	Construction
6. Ohio	Only for House and Senate bills, general and local laws, and joint resolutions; the journals and bulletins of the Senate and house of Representatives and reports, communications, and other documents which form part of the journals; reports, communications, and other documents ordered by the General Assembly, or either House, or by the executive department or elective state officers; blanks, circulars, and other work for the use of the executive departments, and elective state officers; and opinions of the Attorney General.
7. Rhode Island	Only for food for state institutions.

\*If the bid discloses that the bidder is offering to supply one of the above-listed products that is manufactured, mined, or grown in the listed state, it shall be rejected. Contractors are prohibited from supplying these items from these states.

## II. CALCULATION OF PREFERENCE

In calculating the preference, the amount of a bid submitted by a Pennsylvania bidder shall be reduced by the percentage preference which would be given to a nonresident bidder by its state of residency (as found by the Department of General Services in Paragraph C, above). Similarly, the amount of a bid offering Pennsylvania goods, supplies, equipment or materials shall be reduced by the percentage preference which would be given to another bidder by the state where the goods, supplies, equipment or materials are produced, manufactured, mined or grown (as found by the Department of General Services in Paragraphs A and B above).

THIS FORM MUST BE COMPLETED AND RETURNED WITH THE BID

**III. STATE OF MANUFACTURE**

All bidders must complete the following chart by listing the name of the manufacturer and the state (or foreign country) of manufacture for each item. If the item is domestically produced, the bidder must indicate the state in the United States where the item will be manufactured. **This chart must be completed and submitted with the bid or no later than two (2) business days after notification from the Issuing Office to furnish the information. Failure to complete this chart and provide the required information prior to the expiration of the second business day after notification shall result in the rejection of the bid.**

ITEM NUMBER	NAME OF MANUFACTURER	STATE (OR FOREIGN COUNTRY) OF MANUFACTURE

**IV. BIDDER'S RESIDENCY**

A. In determining whether the bidder is a nonresident bidder from a state that gives or requires a preference to bidders from that state, the address given on the first page of this invitation to bid shall be used by the Commonwealth. If that address is incorrect, or if no address is given, the correct address should be provided in the space below:

Correct Address: Feeser's, Inc.  
5561 Grayson Rd  
Harrisburg, PA 17111  
\_\_\_\_\_

**B.** In order to claim the preference provided under Section I.B., Pennsylvania resident bidders must complete the following or have such information on file with the Issuing Office:

**1.** Address of bidder's bona fide establishment in Pennsylvania at which it was transacting business on the date when bids for this contract/requisition were first solicited: Same as above

**2. a.** If the bidder is a corporation:

**(1)** The corporation  is or  is not incorporated under the laws of the Commonwealth of Pennsylvania.

**(a)** If the bidder is incorporated under the laws of the Commonwealth of Pennsylvania, provide date of incorporation: 1956

**(b)** If the bidder is not incorporated under the laws of the Commonwealth of Pennsylvania, it must have a certificate of authority to do business in the Commonwealth of Pennsylvania from the Pennsylvania Department of State as required by the Pennsylvania Business Corporation Law (15 P.S. §2001). Provide date of issuance of certificate of authority: \_\_\_\_\_

**(2)** The corporation  is or  is not conducting business in Pennsylvania under an assumed or fictitious name. If the bidder is conducting business under an assumed or fictitious name, it must register the fictitious name with the Secretary of the Commonwealth and the office of the prothonotary of the county wherein the registered office of such corporation is located as required by the Fictitious Corporate Name Act, as amended 15 P.S. §51 et seq. Corporate bidders conducting business under an assumed or fictitious name must provide date of registry of the assumed or fictitious name: \_\_\_\_\_

**b.** If the bidder is a partnership:

**(1)** The partnership  is or  is not conducting business in Pennsylvania under an assumed or fictitious name. If the bidder is conducting business under an assumed or fictitious name, it must file with the Secretary of the Commonwealth and the office of the prothonotary the county wherein the principal place of business is located as required by the Fictitious Name Act of May 24, 1945, P.L. 967, as amended 54 P.S. §28.1. Partnerships conducting business under an assumed or fictitious name must provide the date of filing of the assumed or fictitious name with the Secretary of the Commonwealth: \_\_\_\_\_

**(2)** The partnership  is or  is not a limited partnership formed under the laws of any jurisdiction other than the Commonwealth of Pennsylvania. If the bidder is an Out-of-state limited partnership, it must register with the Pennsylvania Department of State as required by the Act of July 10, 1981, P.L. 237, as amended, 59 Pa. C.S.A. §503. Out-of-state limited partnerships must provide the date of registry with the Pennsylvania Department of State: \_\_\_\_\_

**c.** If the bidder is an individual:

He or she  is or  is not conducting business under an assumed or fictitious name. If the bidder is conducting business under an assumed or fictitious name, he or she must file with the Secretary of the Commonwealth and the office of the prothonotary in the county wherein the principal place of business is located as required by the Fictitious Name Act of May 24, 1945, P.L. 967, as amended, 54 P.S. §28.1. Individuals conducting business under an assumed or fictitious name must provide the date of filing of the assumed or fictitious name with the Secretary of the Commonwealth: \_\_\_\_\_

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Line	Description	Name Of Manufacturer	State of Manufacture
1	BAKING, MUFFIN MIX, BRAN	General Mills	PA
2	BAKING, BROWNIE,MIX	General Mills	PA
3	BAKING, CAKE MIX, CHOC	General Mills	PA
4	BAKING, CAKE MIX, WHITE	General Mills	PA
5	BAKING, CAKE MIX, YELLOW	General Mills	PA
6	BAKING, CHOCOLATE CHIPS	Hershey	PA
7	BAKING, CORNSTARCH	ARGO	TEXAS
8	BAKING, FLOUR, A.P	General Mills	MISSOURI
9	BAKING, FROSTING, CHOC, RTU	General Mills	PA
10	BAKING, GELATIN, CHERRY	First Food	PA
11	BAKING, GELATIN, LEMON	First Food	TEXAS
12	BAKING, GELATIN, LIME	First Food	TEXAS
13	BAKING, GELATIN, ORANGE	First Food	TEXAS
14	BAKING, GELATIN, RED, ASST, DT	Jello	ILLINOIS
15	BAKING, GELATIN, STRAWBERRY	First Food	TEXAS
16	BAKING, GELATIN,CITRUS,ASST,DT	First Food	TEXAS
17	BAKING, GRAHAM CRACKER CRUMBS	Kelloggs	MISSOURI
18	BAKING, ICING, MIX, WHITE	General Mills	PA
19	BAKING, MILK, EVAP, UNSWT	Jerzee	PA
20	BAKING, MUFFIN MIX , BLUEBERRY	General Mills	PA
21	BAKING, PAN COATING, ANTISTICK	PAM (ConAgra Foodservice)	OHIO
22	BAKING, PANCAKE MIX	Pearl Milling (Quaker)	PA
23	BAKING, PIE FILLING, APPLE	Knouse Foods, Inc.	PA
24	BAKING, PIE FILLING, BLUEBERRY	Knouse Foods, Inc.	PA
25	BAKING, PIE FILLING, CHERRY	Knouse Foods, Inc.	PA
26	BAKING, PIE FILLING, LEMON	Knouse Foods, Inc.	PA
27	BAKING, PIE FILLING, PEACH	Knouse Foods, Inc.	PA
28	BAKING, PUDDING, LEM, TFF, RTS, SS	Knouse Foods, Inc.	PA
29	BAKING, PUDDING SNACK, VAN, SUGAR FREE	Snack Pack (Hunts - ConAgra))	OHIO
30	BAKING, PUDDING SNACK, CHOC, SUGAR FREE	Snack Pack (Hunts - ConAgra))	OHIO
31	BAKING, PUDDING, TAP, TFF, RTS, SS	White House	VIRGINIA
32	BAKING, PUDDING,BTRSCH,SS, RTS	Hunts (ConAgra)	OHIO
33	BAKING, PUDDING,CHOC,SS, RTS	Kraft	TEXAS
34	BAKING, PUDDING,VAN, TFF,RTS	Knouse Foods, Inc.	PA
35	BAKING, PUDDING,VAN,SS, RTS	Kraft	TEXAS
36	BAKING, SUGAR SUB, EQUAL	Equal	GEORGIA
37	BAKING, SUGAR SUB, SPLENDA	Splenda	GEORGIA



Line	Description	Name Of Manufacturer	State of Manufacture
1	BAKING, MUFFIN MIX, BRAN	General Mills	PA
38	BAKING, SUGAR SUB, SUGAR TWIN	Sugar Twin	GEORGIA
39	BAKING, SUGAR, GRANULATED	Domino	MARYLAND
40	BAKING, SUGAR, LIGHT BROWN	Domino	MARYLAND
41	BAKING, SUGAR, LIGHT BROWN	Domino	MARYLAND
42	BAKING, SUGAR, PACKET	Domino	MARYLAND
43	BEV, BASE, FRUIT PUNCH, LOW CAL.	Crystal Light (Kraft Foods)	TEXAS
44	BEV, BASE, LEMONADE, LOW CAL	Crystal Light (Kraft Foods)	TEXAS
45	BEV, COFFEE, DECAF, INSTANT	Maxwell House	ILLINOIS
46	BEV, GATORADE, FRT PUNCH	Gatorade (Quaker Oats Co.)	PA
47	BEV, GATORADE, ORANGE	Gatorade (Quaker Oats Co.)	PA
48	BEV, GATORADE,LEMON-LIME	Gatorade (Quaker Oats Co.)	PA
49	BEV, HOT CHOC	Swiss Miss	WISCONSIN
50	BEV, HOT CHOC, NSA	Swiss Miss	WISCONSIN
51	BEV, JUICE, APPLE, HONEY CONSIS	Lyons	NEBRASKA
52	BEV, JUICE, APPLE, NECTAR CONSIS	Lyons	NEBRASKA
53	BEV, JUICE, APPLE, PLASTIC ONLY	Ruby Kist	NEW JERSEY
54	BEV, JUICE, APPLE, SS	Orchard Splash	NEW JERSEY
55	BEV, JUICE, CRANBERRY, HONEY CONSIS	Lyons	NEBRASKA
56	BEV, JUICE, CRANBERRY, NECTAR CONSIS	Lyons	NEBRASKA
57	BEV, JUICE, CRANBERRY, SS	Orchard Splash	NEW JERSEY
58	BEV, JUICE, GRAPE	Orchard Splash	NEW JERSEY
59	BEV, JUICE, ORANGE	Orchard Splash	NEW JERSEY
60	BEV, JUICE, ORANGE, HONEY CONSIS	Lyons	NEBRASKA
61	BEV, JUICE, ORANGE, NECTAR CONSIS	Lyons	NEBRASKA
62	BEV, JUICE, V-8, LS	V-8 Campbells	PA
63	BEV, MILK SOY	Silk (White Wave Co.)	COLORADO
64	BEV, MIX, INST BKfst, VAN	Nestle Carnation	MASS
65	BEV, TEA, BAGS, DECAF,ENV	Tetley	COLORADO
66	BEV, TEA, BAGS, ENV	Lipton	PA
67	BEV, TEA, ICED, DECAF	Tetley	COLORADO
68	BEV, V-8	V-8 Campbells	PA
69	BEV, WATER	Nestle Purelfe	OHIO
70	BEV, WATER	Aquafina	ILLINOIS
71	BEV, WATER, FLAVORED	Fruit20	PA
72	BEV, WATER, FLAVORED (BERRY, KIWI/STRAW, LEMON)	Propel	TEXAS

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Line	Description	Name Of Manufacturer	State of Manufacture
1	BAKING, MUFFIN MIX, BRAN	General Mills	PA
73	CEREAL, APPLE CINNAMIN	General Mills	MINNESOTA
74	CEREAL, APPLE JACKS, BWLS	Kelloggs	NORTH CAROLINA
75	CEREAL, ASST, BWLS	Kelloggs	NORTH CAROLINA
76	CEREAL, BRAN FLAKES	Kelloggs	NORTH CAROLINA
77	CEREAL, BRAN FLAKES, BWLS	Kelloggs	NORTH CAROLINA
78	CEREAL, BRAN, UNPROC	General Mills	PA
79	CEREAL, CHEERIOS, BWL	General Mills	PA
80	CEREAL, CHEERIOS, HONEY NUT, BOWL	General Mills	PA
81	CEREAL, CINN CRUNCH, BWL,	General Mills	PA
82	CEREAL, CINN CRUNCH, RED/ SGR, BWL,	General Mills	PA
83	CEREAL, COCOA KRSPIES, BWL,	General Mills	PA
84	CEREAL, COCOA PUFFS, BWL,	Kelloggs	NORTH CAROLINA
85	CEREAL, CORN FLAKES,	Malt O Meal	MICHIGAN
86	CEREAL, CORN FLAKES, BWL,	Kelloggs	NORTH CAROLINA
87	CEREAL, CORN POPS, BWL,	Kelloggs	NORTH CAROLINA
88	CEREAL, CREAM OF RICE,	Cream of Rice	CALIFORNIA
89	CEREAL, CREAM OF WHEAT	Cream of Wheat	CALIFORNIA
90	CEREAL, FARINA	Maypo	PA
91	CEREAL, FROSTED FLAKES, BWL	Kelloggs	NORTH CAROLINA
92	CEREAL, FRSTD MINI WHTS, BWL	Kelloggs	NORTH CAROLINA
93	CEREAL, FRUIT LOOPS, BWL	Kelloggs	NORTH CAROLINA
94	CEREAL, GOLDEN GRAHAMS	General Mills	PA
95	CEREAL, GRITS, ENRICHED	General Mills	PA
96	CEREAL, KIX, BWL	General Mills	PA
97	CEREAL, LUCKY CHARMS, BWL	General Mills	PA
98	CEREAL, OATMEAL, ASST	Quaker	ILLINOIS
99	CEREAL, OATMEAL, QUICK	Quaker	ILLINOIS
100	CEREAL, OATMEAL, QUICK, HOT	Quaker	ILLINOIS
101	CEREAL, POP TARTS, FROSTD, ASST FLAV	Kelloggs	NORTH CAROLINA
102	CEREAL, RAISIN BRAN, BWL	Kelloggs	NORTH CAROLINA
103	CEREAL, REESES, PB PUFFS	General Mills	PA
104	CEREAL, RICE KRISP, BWL	Kelloggs	NORTH CAROLINA
105	CEREAL, SPECIAL K, BWL	Kelloggs	NORTH CAROLINA
106	CEREAL, CHEERIOS, HONEY NUT,	General Mills	PA
107	CEREAL, TRIX, RED/SGR, BWL,	General Mills	PA
108	COND SALSA THICK AND CHUNKY MILD	Campbell	PA

Line	Description	Name Of Manufacturer	State of Manufacture
1	BAKING, MUFFIN MIX, BRAN	General Mills	PA
109	COND, APPLE BUTTER	Smuckers	OHIO
110	COND, APPLE BUTTER	Musselman	PA
111	COND, BBQ, SAUCE	Sweet Baby Ray (Kens Foods)	MASS
112	COND, BBQ, SAUCE	Heinz-Kraft Foods	TEXAS
113	COND, CATSUP	Hunts	OHIO
114	COND, CATSUP,	Heinz-Kraft Foods	TEXAS
115	COND, CATSUP, SQUEEZE BOTTLE	Heinz-Kraft Foods	TEXAS
116	COND, CHEESE, SAUCE, CHDR, LF,LS, RTU	Lucky Leaf	PA
117	COND, CHEESE, SAUCE, CHDR, RTU,	Chefmate (Nestle USA)	MASS
118	COND, CHILL, SAUCE	Hunts	OHIO
119	COND, CRM, NONDAIRY, DRY, IND	Carnation (Nestle USA)	MASS
120	COND, CROUTON, HERB SEASONED,	Fresh Gourmet (Sugar Foods, Corp.)	GEORGIA
121	COND, CROUTON, SALAD	Fresh Gourmet (Sugar Foods, Corp.)	GEORGIA
122	COND, DRESS, 1000 ISL, Lite,	Heinz-Kraft Foods	TEXAS
123	COND, DRESS, BALSAMIC VIN	Heinz-Kraft Foods	TEXAS
124	COND, DRESS, FRENCH, FF,	Kens	MASS
125	COND, DRESS, FRENCH, Lite,	Kens	MASS
126	COND, DRESS, HONEY MUSTARD,	Kens	MASS
127	COND, HONEY DIJON DRESSING FF	Kens	MASS
128	COND, DRESS, ITAL, FF,	Heinz-Kraft Foods	TEXAS
129	COND, DRESS, ITAL, GLDN	Kens	MASS
130	COND, DRESS, ITAL, LITE, D/C RED/CAL	Kens	MASS
131	COND, DRESSING, ITAL LITE	Kens	MASS
132	COND, DRESSING, BLUE CHEESE	Kens	MASS
133	COND, DRESSING, BTMLK RANCH	Marzetti	OHIO
134	COND, DRESS, RANCH	Heinz-Kraft Foods	TEXAS
135	COND, DRESS, RANCH, FF	Heinz-Kraft Foods	TEXAS
136	COND, DRESS, RANCH, LITE	Heinz-Kraft Foods	TEXAS
137	COND, DRESS, RANCH,CUPS,	Kens	MASS
138	COND, HONEY	Groeb (Natural American)	MINNESOTA
139	COND, HONEY, IND	Smuckers	OHIO
140	COND, HOT SAUCE	Texas Pete	TEXAS
141	COND, HOT, SAUCE, PLASTIC	Texas Pete	TEXAS
142	COND, JELLY, APPLE	Strafford Farms	NEW YORK
143	COND, JELLY, APPLE	Smuckers	OHIO
144	COND, JELLY, ASST	Smuckers	OHIO

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Line	Description	Name Of Manufacturer	State of Manufacture
1	BAKING, MUFEIN MIX, BRAN	General Mills	PA
145	COND, JELLY, ASST, DIET	Smuckers	OHIO
146	COND, JELLY, GRAPE	Smuckers	OHIO
147	COND, JELLY, MIXED FRUIT	Smuckers	OHIO
148	COND, JELLY, STRAW	Smuckers	OHIO
149	COND, JUICE, LEMON	Ruby Kist	NEW JERSEY
150	COND, MAYO	Heinz-Kraft Foods	TEXAS
151	COND, MAYO, HEAVY	Kens	MASS
152	COND, MAYO, LF	Hellmans (Unilever Best Foods)	ILLINOIS
153	COND, MAYO, RED/CAL	Kens	MASS
154	COND, MAYO, SQUEEZE BOTTLE	Heinz-Kraft Foods	TEXAS
155	COND, MUSTARD, PREPARED	Frenchs	GEORGIA
156	COND, MUSTARD, PREPARED	Frenchs	GEORGIA
157	COND, MUSTARD, SQUEEZE BOTTLE	Frenchs	GEORGIA
158	COND, OLIVE, GREEN, STFD	Hunter	VIRGINIA
159	COND, PANCAKE, SYRUP, DIET	Carys	MARYLAND
160	COND, PARMESAN, CHEESE	Heinz-Kraft Foods	TEXAS
161	COND, PARMESAN, CHEESE	Schrieber	NORTH CAROLINA
162	COND, PARMESAN, CHEESE	Heinz-Kraft Foods	TEXAS
163	COND, PICKLE, DILL, SLC	B&G	GEORGIA
164	COND, PICKLE, DILL, SPEAR	B&G	GEORGIA
165	COND, PICKLE, RELISH, SWT	B&G	GEORGIA
166	COND, PICKLE, DILL, CHIPS	Heinz-Kraft Foods	TEXAS
167	COND, PICKLES, SLICED BREAD/BUTTER	B&G	GEORGIA
168	COND, SAUCE, ALFREDO, DRY MIX	Trio (Nestle USA)	MASS
169	COND, SAUCE, MANWICH	Hunts (ConAgra)	OHIO
170	COND, SUGAR SUB, EQUAL	Equal	GEORGIA
171	COND, SWEET & SOUR, SAUCE	La Choy	OHIO
172	COND, SYRUP, PANCAKE	Log Cabin (ConAgra)	OHIO
173	COND, SYRUP, PANCAKE	Mrs Buttersworth (Portion Pac Inc.)	CALIFORNIA
174	COND, SYRUP, CHOC	Hershey	PA
175	COND, SYRUP, STRAW	Hershey	PA
176	COND, TARTAR, SAUCE	Heinz-Kraft Foods	TEXAS
177	COND, VINEGAR, CIDER	Oasis Foods, Inc.	NEW JERSEY
178	COND, WORCHESTER, SAUCE	Frenchs (McCormick)	MARYLAND
179	COND, SYRUP, CHOC, SUGAR FREE	Hershey	PA
180	COND, SYRUP, PANCAKE, Sugar Free	Smuckers	OHIO

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Line	Description	Name Of Manufacturer	State of Manufacture
1	BAKING, MUFFIN MIX, BRAN	General Mills	PA
181	FRUIT, APL SAUCE, BERRY	Knouse Foods, Inc.	PA
182	FRUIT, APL SAUCE, OR MANG, SPLEENDA	Knouse Foods, Inc.	PA
183	FRUIT, APL SAUCE, STRAW	Knouse Foods, Inc.	PA
184	FRUIT, APL SAUCE, UNSWT	Knouse Foods, Inc.	PA
185	FRUIT, APL SAUCE, UNSWT	Knouse Foods, Inc.	PA
186	FRUIT, APL, DICED, WATER	Knouse Foods, Inc.	PA
187	FRUIT, APL, SLICED, WATER	Knouse Foods, Inc.	PA
188	FRUIT, APRICOT, HLV, JCE	Orchard Naturals	PA
189	FRUIT, BANANA, PUREE	Perfect Puree	CALIFORNIA
190	FRUIT, CHERRIES, MARSHNO, HLV	Merit (Pacific Coast)	GEORGIA
191	FRUIT, COCKTAIL, JUICE	Lovnspoon (Institutional Foods)	OHIO
192	FRUIT, CRANBERRY, SAUCE, JELL	Ocean Spray	NEW JERSEY
193	FRUIT, CRANBERRY, SAUCE, JELL,	DISCONTINUED	
194	FRUIT, FRUIT SALAD, JUICE	Dole	TEXAS
195	FRUIT, FRUIT COCKTAIL	Dole	TEXAS
196	FRUIT, FRUIT, COCKTAIL, JCE	Orchard Naturals	NEW JERSEY
197	FRUIT, MAND ORANGES, WHOLE,LS, 6#10	Orchard Naturals	NEW JERSEY
198	FRUIT, MANDARIN ORANGES, LS	Dole	TEXAS
199	FRUIT, PEACH, DICED	Orchard Naturals	NEW JERSEY
200	FRUIT, PEACH, DICED, JUICE	Orchard Naturals	NEW JERSEY
201	FRUIT, PEACH, SLICE, JUICE,	Orchard Naturals	NEW JERSEY
202	FRUIT, PEAR, HLV, JUICE	Orchard Naturals	NEW JERSEY
203	FRUIT, PEARS, DICED, JUICE	Orchard Naturals	NEW JERSEY
204	FRUIT, PEARS, SLICED, JUICE	Orchard Naturals	NEW JERSEY
205	FRUIT, PINEAPPLE, CHUNKS, JUICE	Empress (NEMCO)	NEW JERSEY
206	FRUIT, PINEAPPLE, CRSHD, JUICE	World Horizon (NEMCO)	NEW JERSEY
207	FRUIT, PINEAPPLE, SLICED	World Horizon (NEMCO)	NEW JERSEY
208	FRUIT, PINEAPPLE, TIDBITS, JUICE	World Horizon (NEMCO)	NEW JERSEY
209	FRUIT, PRUNE, WHL, PITTED, JUICE	Sun Sweet	CALIFORNIA
210	FRUIT, RAISINS, BAKING, SEEDLESS	Sun Valley	CALIFORNIA
211	(FRUIT) TROPICAL FRUIT SALAD	Dole	TEXAS
212	MISC, BACON BITS, IMITATION	McCormick	MARYLAND
213	MISC, BEEF STEW	Hanover Brand	PA
214	MISC, BEEF, PUREED	Simply Serve (Vaneer Foods)	ILLINOIS
215	MISC, BEEFARONI	Chef Boy Ar Dee (ConAgra)	OHIO
216	MISC, CHILI CON CARNE, W BEANS	Chefmate (Nestle USA)	OHIO

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Line	Description	Name Of Manufacturer	State of Manufacture
1	BAKING, MUFFEIN MIX, BRAN	General Mills	PA
217	MISC, FOOD THICKENER	Thick & Easy (Hormel Health Labs)	ILLINOIS
218	MISC, FOOD THICKENER	Thick & Easy (Hormel Health Labs)	ILLINOIS
219	(MISC) THICKENED GEL	Simply Thick	MISSOURI
220	MISC, GRAVY MIX LOW SODIUM CHICKEN	Trio	MASS
221	MISC, GRAVY,MIX,CHICKEN,	Legout	ILLINOIS
222	MISC, GRAY MIX LOW SODIUM BEEF	Trio	MASS
223	MISC, RAVIOLI, BEEF, MT SCE,	Chef Boy Ar Dee (Conagra)	OHIO
224	MISC, RICE, BROWN,	Ben's Original	TEXAS
225	MISC, RICE, CONVERTED,	Ben's Original	TEXAS
226	(MISC) RICE, CONVERTED	Ben's Original	TEXAS
227	MISC, RICE, SPANISH	Ben's Original	TEXAS
228	MISC, SALMON, PINK	COS	NORTH CAROLINA
229	MISC, TUNA, CHUNK, LIGHT, WATER,	Star Kist	PA
230	MISC, TUNA, WATER, POUCH	Star Kist	PA
231	MISC, VAN, DAIRY, THCKND,NECT CONSISTENCY	Thick & Easy (Hormel Health Labs)	ILLINOIS
232	MISC, VAN, DAIRY, THKND, HNY CONSISTENCY	Thick & Easy (Hormel Health Labs)	ILLINOIS
233	MISC, GRAVY, MIX, BEEF	Legout	ILLINOIS
234	MISC, GRAVY, MIX, PORK	Major	NEW JERSEY
235	(MISC) GRAVY, SAUSAGE	Chefmate (Nestle USA)	OHIO
236	MISC,PEANUT BUTTER	Teddie	MASS
237	MISC, TOPPING, WHIPPED, DRY, MIX	N-Joy (Sugar Foods)	GEORGIA
238	MISC. RICE PILAF	Ben's Original	TEXAS
239	PASTA ELBOW MACARONI, WHEAT 51%	Dakota	NORTH DAKOTA
240	PASTA PENNE RIGATE WHOLE GRAIN	Dakota	NORTH DAKOTA
241	PASTA ROTINI 51 % WHOLE GRAIN	Dakota	NORTH DAKOTA
242	PASTA SPAGHETTI WHOLE WHEAT	Dakota	NORTH DAKOTA
243	PASTA, NOODLES, EXTRA WIDE	Dakota	NORTH DAKOTA
244	PASTA, BOW, SMALL	Dakota	NORTH DAKOTA
245	PASTA, ELBOW MACARONI	Dakota	NORTH DAKOTA
246	PASTA, NOODLES, MED	Dakota	NORTH DAKOTA
247	PASTA, PENNE	Dakota	NORTH DAKOTA
248	PASTA, RIGATONI	Zerega	PA
249	PASTA, ROTINI	Dakota	NORTH DAKOTA
250	PASTA, SHELLS, MED	Dakota	NORTH DAKOTA
251	PASTA, SPAGHETTI	Dakota	NORTH DAKOTA
252	SNACKS, GRAHAM CRACKERS	Nabisco	NEW YORK

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Line	Description	Name Of Manufacturer	State of Manufacture
1	BAKING, MUFFIN MIX, BRAN	General Mills	PA
253	SNACKS, CRACKERS, SALTINES, SALTED	Zesta (Kelloggs)	NORTH CAROLINA
254	SNACKS, CRACKERS, UNSALTED SALTINES	Zesta (Kelloggs)	NORTH CAROLINA
255	SNACKS, LORNA DOONES	Nabisco	NEW YORK
256	SNACKS, FIG NEWTONS	Nabisco	NEW YORK
257	SNACKS, OREOS	Nabisco	NEW YORK
258	SNACKS, CEREAL BAR, NUTRAGRAIN, APPLE	Kelloggs	NORTH CAROLINA
259	SNACKS, CEREAL BAR, NUTRAGRAIN, BLUEBERRY	Kelloggs	NORTH CAROLINA
260	SNACKS, CEREAL BAR, NUTRAGRAIN, RASPBERRY	Kelloggs	NORTH CAROLINA
261	SNACKS, CEREAL BAR, NUTRAGRAIN, STRAWBERRY	Kelloggs	NORTH CAROLINA
262	SNACKS, CRAX RITZ BITZ CHEESE	Nabisco	NEW YORK
263	SNACKS, FIBER ONE BARS OATS & CHOC	General Mills	PA
264	SOUP MIX, CHICKEN NOODLE SOUP, BAGS, DRY,	Knorr (Unilever Best Foods)	ILLINOIS
265	SOUP, BASE, BEEF	Knorr (Unilever Best Foods)	ILLINOIS
266	SOUP, BASE, BEEF, LOW SOD,	Major	NEW JERSEY
267	SOUP, BASE, CHICKEN	Knorr (Unilever Best Foods)	ILLINOIS
268	SOUP, BASE, CHICKEN, LOW SOD	Major	NEW JERSEY
269	SOUP, BEAN & BACON	Campbell	PA
270	SOUP, CHICKEN NOODLE	Campbell	PA
271	SOUP, CHICKEN NOODLE, RTS	Campbell	PA
272	SOUP, CLAM CHOWDER,NE	Campbell	PA
273	SOUP, CRM OF CELERY	Campbell	PA
274	SOUP, CRM OF CHICKEN,	Campbell	PA
275	SOUP, CREAM OF CHICKEN, CONDENSED	Campbell	PA
276	SOUP, CREAM OF CHICKEN, RTS	Campbell	PA
277	SOUP, CRM OF MUSHROOM	Campbell	PA
278	SOUP, CREAM OF MUSHROOM, RTS	Campbell	PA
279	SOUP, TOMATO	Campbell	PA
280	SOUP, TOMATO, RTS	Campbell	PA
281	SOUP, TOMATO, LS, RTS,	Campbell	PA
282	SOUP, VEGETABLE BEEF	Campbell	PA
283	SOUP, VEGETERIAN VEG	Campbell	PA
284	SOYMILK, VERY VANILLA, SHELF STABLE	Silk (White Wave Co.)	COLORADO
285	SPICE, CHILL POWDER	McCormick	MARYLAND
286	SPICE, CINNAMON, GROUND	McCormick	MARYLAND
287	SPICES, CUMIN GROUND	McCormick	MARYLAND
288	SPICE, GARLIC POWDER	McCormick	MARYLAND

Line	Description	Name Of Manufacturer	State of Manufacture
1	BAKING, MUFFEIN MIX, BRAN	General Mills	PA
289	SPICE, ONION, POWDER	McCormick	MARYLAND
290	SPICE, OREGANO, GROUND	McCormick	MARYLAND
291	SPICE, PAPRIKA	McCormick	MARYLAND
292	SPICE, PARSLEY, FLAKES	McCormick	MARYLAND
293	SPICE, PEPPER, BLACK	McCormick	MARYLAND
294	SPICE, PEPPER, BLACK	Diamond Crystal	GEORGIA
295	SPICE, PEPPER, SHAKER	Diamond Crystal	GEORGIA
296	SPICE, SALT, IODIZED	Diamond Crystal	GEORGIA
297	SPICE, SALT, IODIZED	Diamond Crystal	GEORGIA
298	SPICE, SALT, IODIZED, SHAKER	Diamond Crystal	GEORGIA
299	SPICES, SEASONING, ITALIAN	McCormick	MARYLAND
300	SPICE, SEASONING, TACO	McCormick	MARYLAND
301	(VEG) BAKED BEANS, VEGETARIAN	Bushs	PA
302	VEG, BEAN REFRIED VEGAN	Rosaita (ConAgra)	OHIO
303	VEG, BEANS, GREEN, CUT	Hanover	PA
304	VEG, BEANS, GRT NORTHERN	Furman	PA
305	VEG, BEANS, KIDNEY, RED	Hanover	PA
306	VEG, BEANS, LIMA, BABY	Furman	PA
307	VEG, BEANS, WAX, CUT	Hanover	PA
308	VEG, BEETS, DICED	Hanover	PA
309	VEG, BEETS, SLICED	Hanover	PA
310	VEG, BEETS,SLC, PICKLED	Hanover	PA
311	VEG, CARROTS, DICED	Sunny Farms (Unipro-Bounduelle)	CANADA
312	VEG, CARROTS, SLICED	Sunny Farms (Unipro-Bounduelle)	CANADA
313	VEG, CORN, CREAM, GOLDEN	Lodi	NEW JERSEY
314	VEG, CORN, WHL KERNEL	Hanover	PA
315	VEG, MARINARA, SAUCE	Furman	PA
316	VEG, MUSHROOM, STEM/PIECES	Lolita (NEMCO)	NEW JERSEY
317	VEG, ONIONS, DEHY, CHOPPED	McCormick	MARYLAND
318	VEG, PEAS, SWEET, GREEN	Libby (Lodi Canning)	NEW JERSEY
319	VEG, PEPPER & ONION, STRIPS	Furman	PA
320	VEG, PEPPERS, MIXED, STRIPS	Furman	PA
321	VEG, PORK & BEANS	Hanover	PA
322	VEG, POTATO, AU GRATIN	Idahoan	IDAHO
323	VEG, POTATO, GRAN, DEHYD	Idahoan	IDAHO
324	VEG, POTATO, HSH BRN, DRY	Idahoan	IDAHO



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Line	Description	Name Of Manufacturer	State of Manufacture
1	BAKING, MUFFIN MIX, BRAN	General Mills	PA
325	VEG, POTATO, PEARLS	Basic American	ILLINOIS
326	VEG, POTATO, SCILPED	Idahoan	IDAHO
327	VEG, POTATO, SWEET, CUT	Allens (McCall Farms)	GEORGIA
328	VEG, POTATO, WHITE, INST, MSHED, POUCH	Idahoan	IDAHO
329	VEG, POTATO, WHOLE	Idahoan	IDAHO
330	VEG, POTATO, WHT, MASHED, DEHYD - MILK FREE, W/VIT C,	Idahoan	IDAHO
331	VEG, POTATO, SLICED, DEHY	Idahoan	IDAHO
332	VEG, SAUERKRAUT, SHREDED	Silver Floss	NEW YORK
333	VEG, SPAG, SAUCE, W/O MEAT	Furman	PA
334	VEG, SPINACH, CHOPPED	Pop Eye (McCall Farms)	GEORGIA
335	VEG, THREE BEAN SALAD	Furman	PA
336	VEG, TOMATO, PUREE, 1.06,	Red Pack	INDIANA
337	VEG, TOMATO, SAUCE	Furman	PA
338	VEG, TOMATO, STEWED	Ang Mia (ConAgra)	OHIO
339	VEG, TOMATOES, DICED	Furman	PA
340	VEG, TOMATOES, WHOLE	Ang Mia (ConAgra)	OHIO
341	VEG, TOMATOES/ZUCCHINI	Red Pack	INDIANA

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## **PART I - GENERAL INFORMATION**

### **PART I - GENERAL INFORMATION**

#### **I.1 IFB-001.1 Purpose (Oct 2006)**

The Commonwealth of Pennsylvania (Commonwealth) is issuing this Invitation for Bids (IFB) to meet the needs of DEPARTMENT OF GENERAL SERVICES to satisfy a need for Non-Perishable Foods.

#### **I.2 IFB-005.1 Type of Contract (Oct. 2006)**

If the Issuing Office enters into a contract as a result of this IFB, it will be a Established Price Contract contract containing the Contract Terms and Conditions as shown in Part V of this IFB.

#### **I.3 IFB-008.1C No Pre-bid Conference (Oct. 2006)**

There will be no pre-bid conference for this IFB. If there are any questions, please forward them to the Issuing Office prior to the bid opening date and time.

#### **I.4 IFB-009.1 Questions (February 2012)**

All questions regarding the IFB must be submitted in writing to the email address of the Issuing Officer provided in the solicitation. While there is no set timeline for the submittal of questions, questions received within 48 hours prior to the bid due date and time will be answered at the discretion of the Commonwealth. All questions received will be answered, in writing, and such responses shall be posted to eMarketplace as an addendum to the IFB. The Issuing Officer shall not be bound by any verbal information nor shall it be bound by any written information that is not either contained within the IFB or formally issued as an addendum by the Issuing Office. The Issuing Office does not consider questions to be a protest of the specifications or of the solicitation.

#### **I.5 IFB-010.1 Addenda to the IFB (Oct. 2006)**

If the Issuing Office deems it necessary to revise any part of this IFB before the bid response date, the Issuing Office will post an addendum to its website at [WWW.DGS.PA.GOV](http://WWW.DGS.PA.GOV) it is the Bidder's responsibility to periodically check the website for any new information or addenda to the IFB.

#### **I.6 IFB-011.1B Submission of Bids – Electronic Submittal (May 2011)**

- a. Bids are requested for the item(s) described in the Invitation For Bids and all the documents referenced in the form (collectively called the IFB). Bidders must submit their bids through the Commonwealth's electronic system (SRM).
- b. It is the responsibility of each bidder to ensure that its Bid is received through the electronic system prior to the date and time set for the opening of bids ("Bid Opening Time"). No Bid shall be considered if it arrives after the Bid Opening Time, regardless of reason for the late arrival.

Bids that are timely received prior to the Bid Opening Time shall be opened publicly in the presence of one or more witnesses at the time and place designated in this IFB for the Bid opening.

- c. Bids must be firm. If a Bid is submitted with conditions or exceptions or not in conformance with the terms

and conditions referenced in the IFB Form, it shall be rejected. The Bid shall also be rejected if the items offered by the Bidder are not in conformance with the specifications as determined by the Commonwealth.

d. The Bidder, intending to be legally bound hereby, offers and agrees, if this Bid is accepted, to provide the awarded items at the price(s) set forth in this Bid at the time(s) and place(s) specified.

#### **I.7 IFB-024.1 Bid Protest Procedure (April 2016)**

The Bid Protest Procedure is on the DGS website at

<http://www.dgs.pa.gov/Documents/Procurement%20Forms/Handbook/Pt1/Pt%20I%20Ch%2058%20Bid%20Protests.pdf>

#### **I.8 IFB-025.1 Electronic Version of this IFB (Oct 2006)**

This IFB is being made available by electronic means. If a Bidder electronically accepts the IFB, the Bidder acknowledges and accepts full responsibility to insure that no changes are made to the IFB. In the event of a conflict between a version of the IFB in the Bidder's possession and the Issuing Office's version of the IFB, the Issuing Office's version shall govern.

#### **I.9 IFB-029.1 Prices (Dec 6 2006)**

The bid submitted by the successful Bidder will be incorporated into any resulting Contract and the Bidder will be required to provide the awarded item(s) at the prices quoted in its Bid.

#### **I.10 IFB-030.1 Approved Equal (Nov 2006)**

Whenever an item is defined in this IFB by trade name and catalogue number of a manufacturer or vendor, the term 'or approved equal,' if not inserted therewith shall be implied. Any reference to a particular manufacturer's product either by trade name or by limited description is solely for the purpose of more clearly indicating the minimum standard of quality desired, except where a 'no substitute' is requested. When a 'no substitute' is requested, the Issuing Office will consider Bids for the referenced product only. The term 'or approved equal' is defined as meaning any other make which, in the sole opinion of the Issuing Office, is of such character, quality, and performance equivalence as to meet the standard of quality of products specified for which it is to be used equally as well as that specified. A Bidder quoting on a product other than the referenced product shall: a) furnish complete identification in its Bid of the product it is offering by trade name, brand and/or model number; b) furnish descriptive literature and data with respect to the substitute product it proposes to furnish; and c) indicate any known specification deviations from the referenced product.

#### **I.11 IFB-031.1 Alternates (Oct 2013)**

A Bidder who wants to offer an alternate must notify the Issuing Office in writing, at least five (5) days prior to the scheduled Bid opening, that the Bidder intends to offer an alternate in its Bid. An "alternate" is a product that deviates from the requirements of the specifications in its composition, qualities, performance, size dimension, etc. The written notification from the Bidder must include a complete description of the alternate and must identify the product's deviations from the specifications. Upon receipt of the notification, the Issuing Office will determine whether the alternate is acceptable. If the Issuing Office, in its discretion, determines that the alternate is acceptable, the Issuing Office will issue a change notice to the invitation for bids that revises the specifications. If no change notice is issued revising the specification, a Bid offering the alternate will not be considered for award. If an item or items in the IFB are designated "no substitute," this provision does not apply and no alternate may be proposed by a bidder nor will any alternate be considered by the Issuing Office.

### **I.12 IFB-032.1 New Equipment (Nov 2006)**

Unless otherwise specified in this invitation for bids, all products offered by Bidders must be new or remanufactured. A 'new' product is one that will be used first by the Commonwealth after it is manufactured or produced. A 'remanufactured' product is one which: 1) has been rebuilt, using new or used parts, to a condition which meets the original manufacturer's most recent specifications for the item; 2) does not, in the opinion of the Issuing Office, differ in appearance from a new item; and 3) has the same warranty as a new item. Unless otherwise specified in this invitation for bids, used or reconditioned products are not acceptable. This clause shall not be construed to prohibit Bidders from offering products with recycled content, provided the product is new or remanufactured.

### **I.13 I-IFB-033.1 Modification or Withdrawal of Bid (Nov 2006)**

a. Bid Modification Prior to Bid Opening. Bids may be modified only by written notice or in person prior to the exact hour and date specified for Bid opening.

- 1) If a Bidder intends to modify its Bid by written notice, the notice must specifically identify the Bid to be modified and must be signed by the Bidder. The Bidder must include evidence of authorization for the individual who signed the modification to modify the Bid on behalf of the Bidder. The Bid modification must be received in a sealed envelope. The sealed envelope must identify the assigned Collective Number and the Bid Opening Time, and should state that enclosed in the envelope is a Bid modification
- 2) If a Bidder intends to modify its Bid in person, the individual who will modify the Bid must arrive in the Bid Opening Room prior to the Bid Opening Time, show a picture identification and provide evidence of his/her authorization to modify the Bid on behalf of the Bidder. If a Bidder intends to modify its Bid in person, the Bidder may do so only in the presence of an agency employee. (The agency employee will observe the actions taken by the individual to modify the Bid, but will not read the Bid or the modification).

b. Bid Withdrawal Prior to Bid Opening. Bids may be withdrawn only by written notice or in person prior to the exact hour and date specified for Bid opening.

- 1) If a Bidder intends to withdraw its Bid by written notice, the notice shall specifically identify the Bid to be withdrawn and shall be signed by the Bidder. The Bidder must include evidence of authorization for the individual who signed the bid withdrawal to withdraw the bid on behalf of the Bidder. Except as provided in Subparagraph c, below, bid withdrawals received after the exact hour and date specified for the receipt of Bids shall not be accepted.
- 2) If a Bidder intends to withdraw its Bid in person, the individual who will withdraw the Bid must arrive in the Bid Opening Room prior to the Bid Opening Time, show a picture identification and provide evidence of his/her authorization to withdraw the Bid on behalf of the Bidder.

c. Bid Withdrawal After Bid Opening. Bidders are permitted to withdraw erroneous Bids after Bid opening only if the following conditions are met:

- 1) The Bidder submits a written request for withdrawal.
- 2) The Bidder presents credible evidence with the request that the reason for the lower Bid price was a clerical mistake as opposed to a judgment mistake and was actually due to an unintentional arithmetical error or an unintentional omission of a substantial quantity of work, labor, material, or services made directly in the compilation of the Bid.
- 3) The request for relief and supporting evidence must be received by the Issuing Office within three (3) business days after Bid opening, but before award of the contract.
- 4) The Issuing Office shall not permit a Bid withdrawal if the Bid withdrawal would result in the award of the contract on another Bid of the same Bidder, its partner, or a corporation or business venture owned by or in

which the bidder has a substantial interest.

- 5) If a Bidder is permitted to withdraw its Bid, the Bidder cannot supply any material or labor or perform any subcontract or other work agreement for the awarded contractor, without the written approval of the Issuing Office.
- d. Firm Bid. Except as provided above, a Bid may not be modified, withdrawn, or cancelled by any Bidder for a period of sixty (60) days following the time and date designated for Bid opening, unless otherwise specified by the Bidder in its Bid. If the lowest responsible Bidder, as determined by the Issuing Office, withdraws its Bid prior to the expiration of the award period or fails to comply with the requirements set forth in the IFB including but not limited to any requirement to submit performance or payment bonds or insurance certificates within the required time period, the Bidder shall be liable to the Commonwealth for all costs and damages associated with the re-award or re-bid including the difference between the Bidder's price and the actual cost that the Commonwealth pays for the awarded items.
- e. Clarification and Additional Information. After the receipt of Bids, the Issuing Office shall have the right to contact Bidders for the purpose of seeking:
  - 1) Clarification of the Bid which confirms the Issuing Office's understanding of statements or information in the Bid or;
  - 2) Additional information on the items offered; provided the IFB does not require the rejection of the Bid for failure to include such information.

#### **I.14 I-IFB-034.1 Rejection of Bids (Nov 2006)**

The Issuing Office reserves the right to reject any and all Bids, to waive technical defects or any informality in Bids, and to accept or reject any part of any Bid if the best interests of the Commonwealth are thereby served.

#### **I.15 Submission-001.1 Representations and Authorizations (February 2017)**

By submitting its proposal, each Offeror understands, represents, and acknowledges that:

- A. All of the Offeror's information and representations in the proposal are material and important, and the Issuing Office may rely upon the contents of the proposal in awarding the contract(s). The Commonwealth shall treat any misstatement, omission or misrepresentation as fraudulent concealment of the true facts relating to the Proposal submission, punishable pursuant to 18 Pa. C.S. § 4904.
- B. The Offeror has arrived at the price(s) and amounts in its proposal independently and without consultation, communication, or agreement with any other Offeror or potential offeror.
- C. The Offeror has not disclosed the price(s), the amount of the proposal, nor the approximate price(s) or amount(s) of its proposal to any other firm or person who is an Offeror or potential offeror for this RFP, and the Offeror shall not disclose any of these items on or before the proposal submission deadline specified in the Calendar of Events of this RFP.
- D. The Offeror has not attempted, nor will it attempt, to induce any firm or person to refrain from submitting a proposal on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
- E. The Offeror makes its proposal in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
- F. To the best knowledge of the person signing the proposal for the Offeror, the Offeror, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in

any jurisdiction, involving conspiracy or collusion with respect to bidding or proposing on any public contract, except as the Offeror has disclosed in its proposal.

G. To the best of the knowledge of the person signing the proposal for the Offeror and except as the Offeror has otherwise disclosed in its proposal, the Offeror has no outstanding, delinquent obligations to the Commonwealth including, but not limited to, any state tax liability not being contested on appeal or other obligation of the Offeror that is owed to the Commonwealth.

H. The Offeror is not currently under suspension or debarment by the Commonwealth, any other state or the federal government, and if the Offeror cannot so certify, then it shall submit along with its proposal a written explanation of why it cannot make such certification.

I. The Offeror has not made, under separate contract with the Issuing Office, any recommendations to the Issuing Office concerning the need for the services described in its proposal or the specifications for the services described in the proposal.

J. Each Offeror, by submitting its proposal, authorizes Commonwealth agencies to release to the Commonwealth information concerning the Offeror's Pennsylvania taxes, unemployment compensation and workers' compensation liabilities.

K. Until the selected Offeror receives a fully executed and approved written contract from the Issuing Office, there is no legal and valid contract, in law or in equity, and the Offeror shall not begin to perform.

L. The Offeror is not currently engaged, and will not during the duration of the contract engage, in a boycott of a person or an entity based in or doing business with a jurisdiction which the Commonwealth is not prohibited by Congressional statute from engaging in trade or commerce.



## **PART II - REQUIREMENTS**

### **PART II - REQUIREMENTS**

#### **II.1 II-IFB-008.1b Lobbying Certification and Disclosure – Electronic Submission. (Oct 2006).**

With respect to an award of a federal contract, grant, or cooperative agreement exceeding \$100,000 or an award of a federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000 all recipients must certify that they will not use federal funds for lobbying and must disclose the use of non-federal funds for lobbying by filing required documentation. Offerors must complete and return the Lobbying Certification Form and the Disclosure of Lobbying Activities Form, which are attached to and made a part of this IFB. The completed and signed Lobbying Certification Form and the Disclosure of Lobbying Activities Form should be submitted with the Bid Response. Commonwealth agencies will not contract with outside firms or individuals to perform lobbying services, regardless of the source of funds.

#### **II.2 II-IFB-016.1 Post-Submission Descriptive Literature (Dec 2006)**

The Commonwealth may, during its evaluation of the bids, require any bidder to submit cuts, illustrations, drawings, prints, test data sheets, specification sheets and brochures which detail construction features, design, components, materials used, applicable dimensions and any other pertinent information which the Issuing Office may require in order to evaluate the product(s) offered. The required information must be submitted within two (2) business days after notification from the Issuing Office. Failure to submit the required information prior to the expiration of the second business day after notification shall result in the rejection of the bid as non-responsive.

#### **II.3 II-IFB-017.1b Reciprocal Limitations Act – Electronic Submittal (February 2007)**

This procurement is subject to the Reciprocal Limitations Act. Bidders must complete and submit with the Bid Response the State of Manufacture Chart, which is contained in GSPUR-89 ("Reciprocal Limitations Act Requirements") which is attached to and made part of this IFB. The completed State of Manufacture Chart should be submitted as part of the Bid Response.

#### **II.4 II-IFB-018.1b Iran Free Procurement Certification and Disclosure – Electronic Submittal (November 2016)**

Prior to entering a contract worth at least \$1,000,000 or more with a Commonwealth entity, a bidder must: a) certify it is not on the current list of persons engaged in investment activities in Iran created by the Pennsylvania Department of General Services ("DGS") pursuant to Section 3503 of the Procurement Code and is eligible to contract with the Commonwealth under Sections 3501-3506 of the Procurement Code; or b) demonstrate it has received an exception from the certification requirement for that solicitation or contract pursuant to Section 3503(e). All bidders must complete and return the Iran Free Procurement Certification form, which is attached hereto and made part of this IFB. The completed and signed Iran Free Procurement Certification form must be submitted with the Bid Response.

See the following web page for current Iran Free Procurement list:

<http://www.dgs.pa.gov/businesses/materials%20and%20services%20procurement/procurement-resources/pages/default.aspx#.WDNfJ>

## **PART III - SELECTION CRITERIA**

### **PART III - SELECTION CRITERIA**

#### **III.1 III-IFB-001.1a Mandatory Responsiveness Requirements (Oct 2006)**

To be eligible for selection, a bid must be:

- a. Timely received from a Bidder;
- b. Properly signed by the Bidder.

#### **III.2 III-IFB-006.1f Method of Award - All Bidders (April 2011)**

Award will be made to all responsive and responsible bidders.

#### **III.3 III-IFB-007.1 Awards (May 2011)**

Unless all Bids are rejected, and except as otherwise provided by law, award will be made through the issuance of a contract/purchase order in accordance with the method of award. Unless otherwise specified by the Issuing Office in the IFB form the Commonwealth reserves the right to award by item or on a total Bid basis, whichever is deemed more advantageous to the Commonwealth. In cases of discrepancies in prices, the unit price will be binding unless the unit price is obviously in error and the extended price is obviously correct, in which case the erroneous unit price will be corrected. As a condition for receipt of award of a contract/purchase order, the Bidder must be registered in the Commonwealth of Pennsylvania's Vendor Master file. In order to register, bidders must visit the Pa Supplier Portal at <https://www.pasupplierportal.state.pa.us/> or call the Customer Support Center at 877-435-7363 or 717-346-2676.

#### **III.4 III-IFB-008.1 Tie Bids (Nov 2006)**

All tie bids will be broken by the Issuing Office.

#### **III.5 III-IFB-009.1 Prompt Payment Discounts (Nov 2006)**

Prompt payment discounts will not be considered in making an award. If prompt payment discounts are offered by any Bidder, however, the Issuing Office will take advantage of such offer.

#### **III.6 III-IFB-010.1 Option for Separate Competitive Bidding Procedure (Nov 2006)**

The Commonwealth reserves the right to purchase products or services covered under this Contract through a separate competitive bidding procedure, whenever Commonwealth deems it in the best interest of the Commonwealth. The right will generally be exercised only when a specific need for a large quantity of the product or service exists or when the price offered is significantly lower than the Contract price.

#### **III.7 III-IFB-014.1 Rebates (Nov 2006)**

Any rebate applicable at the time of bid should be taken into consideration by the bidder in calculating its bid price. Bidders must specifically state in their bid proposal, when applicable, that rebates have been considered in arriving at the bid price. Following award, the Commonwealth will assign to the awarded bidder, any rebates which the bidder stated that he took into consideration. If the bidder fails to include such a statement, the Commonwealth will receive the full benefit of the manufacturer's rebate.



**PART IV - WORK STATEMENT**

**PART IV - WORK STATEMENT**

**IV.1 IFB-001.1a Specifications (Nov 2006)**

The Commonwealth is seeking bids to procure the item(s) set forth in the attached document entitled "Specifications."

## **PART V - CONTRACT TERMS and CONDITIONS**

### **PART V - CONTRACT TERMS and CONDITIONS**

#### **V.1 CONTRACT-001.1b Contract Terms and Conditions (Nov 30, 2006)**

The Contract with the awarded bidder (who shall become the "Contractor") shall include the following terms and conditions:

#### **V.2 CONTRACT-002.1a Term of Contract – Contract (May 2012)**

The initial term of the Contract shall be 05 year(s) and 00 month(s).

The term of the Contract shall commence on the Effective Date (as defined below) and shall end on the Expiration Date identified in the Contract, subject to the other provisions of the Contract.

The Effective Date shall be: a) the Effective Date printed on the Contract after the Contract has been fully executed by the Commonwealth (signed and approved as required by the Commonwealth contracting procedures) or b) the "Valid from" date printed on the Contract, whichever is later.

#### **V.3 CONTRACT-002.3 Extension of Contract Term (Nov 30 2006)**

The Commonwealth reserves the right, upon notice to the Contractor, to extend any single term of the Contract for up to three (3) months upon the same terms and conditions.

#### **V.4 CONTRACT-003.1a Signatures – Contract (July 2015)**

The Contract shall not be a legally binding contract until the fully-executed Contract has been sent to the Contractor. No Commonwealth employee has the authority to verbally direct the commencement of any work or delivery of any supply under this Contract prior to the Effective Date. The Contractor hereby waives any claim or cause of action for any service or work performed prior to the Effective Date.

The Contract may be electronically signed by the Commonwealth. The electronically-printed name of the Purchasing Agent represents the signature of that individual who has the authority, on behalf of the Commonwealth, to bind the Commonwealth to the terms of the Contract. If the Contract output form does not have "Fully Executed" at the top of the first page and does not have the name of the Purchasing Agent printed in the appropriate box, the Contract has not been fully executed.

The fully-executed Contract may be sent to the Contractor electronically or through facsimile equipment. The electronic transmission of the Contract shall require acknowledgement of receipt of the transmission by the Contractor. Receipt of the electronic or facsimile transmission of the Contract shall constitute receipt of the fully-executed Contract.

The Commonwealth and the Contractor specifically agree as follows:

- a. No handwritten signature shall be required in order for the Contract to be legally enforceable.
- b. The parties agree that no writing shall be required in order to make the Contract legally binding, notwithstanding contrary requirements in any law. The parties hereby agree not to contest the validity or enforceability of a genuine Contract or acknowledgement issued electronically under the provisions of a statute of frauds or any other applicable law relating to whether certain agreements be in writing and signed by the party bound thereby. Any genuine Contract or acknowledgement issued electronically, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of a genuine Contract or acknowledgements under either the business records exception to the hearsay rule or the best evidence rule on the basis that the Contract or acknowledgement were not in writing or signed by the parties. A Contract or acknowledgment shall be deemed to be genuine for all purposes if it is transmitted to the location designated for such documents.

c. Each party will immediately take steps to verify any document that appears to be obviously garbled in transmission or improperly formatted to include re-transmission of any such document if necessary.

#### **V.5 CONTRACT-004.1a Definitions (Oct 2013)**

As used in this Contract, these words shall have the following meanings:

- a. Agency: The department, board, commission or other agency of the Commonwealth of Pennsylvania listed as the Purchasing Agency. If a COSTARS entity or external procurement activity has issued an order against this contract, that entity shall also be identified as "Agency".
- b. Contracting Officer: The person authorized to administer this Contract for the Commonwealth and to make written determinations with respect to the Contract.
- c. Days: Unless specifically indicated otherwise, days mean calendar days.
- d. Developed Works or Developed Materials: All documents, sketches, drawings, designs, works, papers, files, reports, computer programs, computer documentation, data, records, software, samples or any other tangible material without limitation authored or prepared by Contractor as the work product covered in the scope of work for the Project.
- e. Documentation: All materials required to support and convey information about the services required by this Contract. It includes, but is not necessarily restricted to, written reports and analyses, diagrams, maps, logical and physical designs, system designs, computer programs, flow charts, disks, and/or other machine-readable storage media.
- f. Services: All Contractor activity necessary to satisfy the Contract.

#### **V.6 CONTRACT-005.1a Purchase Orders (July 2015)**

Commonwealth agencies may issue Purchase Orders against the Contract. These orders constitute the Contractor's authority to make delivery. All Purchase Orders received by the Contractor up to and including the expiration date of the Contract are acceptable and must be performed in accordance with the Contract. Each Purchase Order will be deemed to incorporate the terms and conditions set forth in the Contract.

Purchase Orders may be electronically signed by the Agency. The electronically-printed name of the purchaser represents the signature of that individual who has the authority, on behalf of the Commonwealth, to authorize the Contractor to proceed.

Purchase Orders may be issued electronically or through facsimile equipment. The electronic transmission of a purchase order shall require acknowledgement of receipt of the transmission by the Contractor. Receipt of the electronic or facsimile transmission of the Purchase Order shall constitute receipt of an order. Orders received by the Contractor after 4:00 p.m. will be considered received the following business day.

- a. No handwritten signature shall be required in order for the Contract or Purchase Order to be legally enforceable.
- b. The parties agree that no writing shall be required in order to make the Purchase Order legally binding. The parties hereby agree not to contest the validity or enforceability of a Purchase Order or acknowledgement issued electronically under the provisions of a statute of frauds or any other applicable law relating to whether certain agreements be in writing and signed by the party bound thereby. Any Purchase Order or acknowledgement issued electronically, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of Purchase Orders or acknowledgements under either the business records exception to the hearsay rule or the best evidence rule on the basis that the Purchase Order or acknowledgement were not in writing or signed by the parties. A Purchase Order or acknowledgment shall be deemed to be genuine for all purposes if it is transmitted to the location designated for such documents.
- c. Each party will immediately take steps to verify any document that appears to be obviously garbled in

transmission or improperly formatted to include re-transmission of any such document if necessary.

Purchase Orders under ten thousand dollars (\$10,000) in total amount may also be made in person or by telephone using a Commonwealth Purchasing Card. When an order is placed by telephone, the Commonwealth agency shall provide the agency name, employee name, credit card number, and expiration date of the card. Contractors agree to accept payment through the use of the Commonwealth Purchasing Card.

**V.7 CONTRACT-006.1 Independent Prime Contractor (Oct 2006)**

In performing its obligations under the Contract, the Contractor will act as an independent contractor and not as an employee or agent of the Commonwealth. The Contractor will be responsible for all services in this Contract whether or not Contractor provides them directly. Further, the Contractor is the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

**V.8 CONTRACT-007.01a Supplies Delivery (Nov 30 2006)**

All item(s) shall be delivered F.O.B. Destination. The Contractor agrees to bear the risk of loss, injury, or destruction of the item(s) ordered prior to receipt of the items by the Commonwealth. Such loss, injury, or destruction shall not release the Contractor from any contractual obligations. Except as otherwise provided in this contract, all item(s) must be delivered within the time period specified. Time is of the essence and, in addition to any other remedies, the Contract is subject to termination for failure to deliver as specified. Unless otherwise stated in this Contract, delivery must be made within thirty (30) days after the Effective Date.

**V.9 CONTRACT-007.02 Estimated Quantities (Nov 30 2006)**

It shall be understood and agreed that any quantities listed in the Contract are estimated only and may be increased or decreased in accordance with the actual requirements of the Commonwealth and that the Commonwealth in accepting any bid or portion thereof, contracts only and agrees to purchase only the materials and services in such quantities as represent the actual requirements of the Commonwealth. The Commonwealth reserves the right to purchase materials and services covered under the Contract through a separate competitive procurement procedure, whenever Commonwealth deems it to be in its best interest.

**V.10 CONTRACT-008.1a Warranty. (Oct 2006)**

The Contractor warrants that all items furnished and all services performed by the Contractor, its agents and subcontractors shall be free and clear of any defects in workmanship or materials. Unless otherwise stated in the Contract, all items are warranted for a period of one year following delivery by the Contractor and acceptance by the Commonwealth. The Contractor shall repair, replace or otherwise correct any problem with the delivered item. When an item is replaced, it shall be replaced with an item of equivalent or superior quality without any additional cost to the Commonwealth.

**V.11 CONTRACT-009.1c Patent, Copyright, and Trademark Indemnity (Oct 2013)**

The Contractor warrants that it is the sole owner or author of, or has entered into a suitable legal agreement concerning either: a) the design of any product or process provided or used in the performance of the Contract which is covered by a patent, copyright, or trademark registration or other right duly authorized by state or federal law or b) any copyrighted matter in any report, document or other material provided to the Commonwealth under the contract.

The Contractor shall defend any suit or proceeding brought against the Commonwealth on account of any alleged patent, copyright or trademark infringement in the United States of any of the products provided or used in the performance of the Contract.

This is upon condition that the Commonwealth shall provide prompt notification in writing of such suit or proceeding; full right, authorization and opportunity to conduct the defense thereof; and full information and all

reasonable cooperation for the defense of same.

As principles of governmental or public law are involved, the Commonwealth may participate in or choose to conduct, in its sole discretion, the defense of any such action.

If information and assistance are furnished by the Commonwealth at the Contractor's written request, it shall be at the Contractor's expense, but the responsibility for such expense shall be only that within the Contractor's written authorization.

The Contractor shall indemnify and hold the Commonwealth harmless from all damages, costs, and expenses, including attorney's fees that the Contractor or the Commonwealth may pay or incur by reason of any infringement or violation of the rights occurring to any holder of copyright, trademark, or patent interests and rights in any products provided or used in the performance of the Contract.

If any of the products provided by the Contractor in such suit or proceeding are held to constitute infringement and the use is enjoined, the Contractor shall, at its own expense and at its option, either procure the right to continue use of such infringement products, replace them with non-infringement equal performance products or modify them so that they are no longer infringing.

If the Contractor is unable to do any of the preceding, the Contractor agrees to remove all the equipment or software which are obtained contemporaneously with the infringing product, or, at the option of the Commonwealth, only those items of equipment or software which are held to be infringing, and to pay the Commonwealth: 1) any amounts paid by the Commonwealth towards the purchase of the product, less straight line depreciation; 2) any license fee paid by the Commonwealth for the use of any software, less an amount for the period of usage; and 3) the pro rata portion of any maintenance fee representing the time remaining in any period of maintenance paid for. The obligations of the Contractor under this paragraph continue without time limit. No costs or expenses shall be incurred for the account of the Contractor without its written consent.

#### **V.12 CONTRACT-009.1d Ownership Rights (Oct 2006)**

The Commonwealth shall have unrestricted authority to reproduce, distribute, and use any submitted report, data, or material, and any software or modifications and any associated documentation that is designed or developed and delivered to the Commonwealth as part of the performance of the Contract.

#### **V.13 CONTRACT-010.1a Acceptance (Oct 2006)**

No item(s) received by the Commonwealth shall be deemed accepted until the Commonwealth has had a reasonable opportunity to inspect the item(s). Any item(s) which is discovered to be defective or fails to conform to the specifications may be rejected upon initial inspection or at any later time if the defects contained in the item(s) or the noncompliance with the specifications were not reasonably ascertainable upon the initial inspection. It shall thereupon become the duty of the Contractor to remove rejected item(s) from the premises without expense to the Commonwealth within fifteen (15) days after notification. Rejected item(s) left longer than fifteen (15) days will be regarded as abandoned, and the Commonwealth shall have the right to dispose of them as its own property and shall retain that portion of the proceeds of any sale which represents the Commonwealth's costs and expenses in regard to the storage and sale of the item(s). Upon notice of rejection, the Contractor shall immediately replace all such rejected item(s) with others conforming to the specifications and which are not defective. If the Contractor fails, neglects or refuses to do so, the Commonwealth shall then have the right to procure a corresponding quantity of such item(s), and deduct from any monies due or that may thereafter become due to the Contractor, the difference between the price stated in the Contract and the cost thereof to the Commonwealth.

#### **V.14 CONTRACT-010.2 Product Conformance (March 2012)**

The Commonwealth reserves the right to require any and all Contractors to:

1. Provide certified data from laboratory testing performed by the Contractor, or performed by an independent



laboratory, as specified by the Commonwealth.

2. Supply published manufacturer product documentation.
3. Permit a Commonwealth representative to witness testing at the Contractor's location or at an independent laboratory.
4. Complete a survey/questionnaire relating to the bid requirements and specifications.
5. Provide customer references.
6. Provide a product demonstration at a location near Harrisburg or the using agency location.

#### **V.15 CONTRACT-010.3 Rejected Material Not Considered Abandoned (March 2012)**

The Commonwealth shall have the right to not regard any rejected material as abandoned and to demand that the Contractor remove the rejected material from the premises within thirty (30) days of notification. The Contractor shall be responsible for removal of the rejected material as well as proper clean-up. If the Contractor fails or refuses to remove the rejected material as demanded by the Commonwealth, the Commonwealth may seek payment from, or set-off from any payments due to the Contractor under this or any other Contract with the Commonwealth, the costs of removal and clean-up. This is in addition to all other rights to recover costs incurred by the Commonwealth.

#### **V.16 CONTRACT-011.1a Compliance With Law (Oct 2006)**

The Contractor shall comply with all applicable federal and state laws and regulations and local ordinances in the performance of the Contract.

#### **V.17 CONTRACT-013.1 Environmental Provisions (Oct 2006)**

In the performance of the Contract, the Contractor shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations, including, but not limited to: the Clean Streams Law Act of June 22, 1937 (P.L. 1987, No. 394), as amended 35 P.S. Section 691.601 et seq.; the Pennsylvania Solid Waste Management Act, Act of July 7, 1980 (P.L. 380, No. 97), as amended, 35 P.S. Section 6018.101 et seq. ; and the Dam Safety and Encroachment Act, Act of November 26, 1978 (P.L. 1375, No. 325), as amended , 32 P.S. Section 693.1.

#### **V.18 CONTRACT-014.1 Post-Consumer Recycled Content (June 2016)**

Except as specifically waived by the Department of General Services in writing, any products which are provided to the Commonwealth as a part of the performance of the Contract must meet the minimum percentage levels for total recycled content as specified by the Environmental Protection Agency in its Comprehensive Procurement Guidelines, which can be found at <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program> .

#### **V.19 CONTRACT-014.3 Recycled Content Enforcement (February 2012)**

The Contractor may be required, after delivery of the Contract item(s), to provide the Commonwealth with documentary evidence that the item(s) was in fact produced with the required minimum percentage of post-consumer and recovered material content.

#### **V.20 CONTRACT-015.1 Compensation (Oct 2006)**

The Contractor shall be required to furnish the awarded item(s) at the price(s) quoted in the Purchase Order. All

item(s) shall be delivered within the time period(s) specified in the Purchase Order. The Contractor shall be compensated only for item(s) that are delivered and accepted by the Commonwealth.

#### **V.21 CONTRACT-015.2 Billing Requirements (July 2021)**

Unless the Contractor has been authorized by the Commonwealth for Evaluated Receipt Settlement or Vendor Self-Invoicing, the Contractor shall include in all of its invoices the following minimum information:

- Vendor name and "Remit to" address, including SAP Vendor number;
- SAP Purchase Order number;
- Delivery Address, including name of Commonwealth agency;
- Description of the supplies/services delivered in accordance with SAP Purchase Order (include purchase order line number if possible);
- Quantity provided;
- Unit price;
- Price extension;
- Total price; and
- Delivery date of supplies or services.

If an invoice does not contain the minimum information set forth in this paragraph, the Commonwealth may return the invoice as improper. If the Commonwealth returns an invoice as improper, the time for processing a payment will be suspended until the Commonwealth receives a correct invoice. The Contractor may not receive payment until the Commonwealth has received a correct invoice.

Contractors are required to establish separate billing accounts with each using agency and invoice them directly. Each invoice shall be itemized with adequate detail and match the line item on the Purchase Order. In no instance shall any payment be made for services to the Contractor that are not in accordance with the prices on the Purchase Order, the Contract, updated price lists or any discounts negotiated by the purchasing agency.

#### **V.22 CONTRACT-016.1 Payment (Oct 2006)**

- a. The Commonwealth shall put forth reasonable efforts to make payment by the required payment date. The required payment date is: (a) the date on which payment is due under the terms of the Contract; (b) thirty (30) days after a proper invoice actually is received at the "Bill To" address if a date on which payment is due is not specified in the Contract (a "proper" invoice is not received until the Commonwealth accepts the service as satisfactorily performed); or (c) the payment date specified on the invoice if later than the dates established by (a) and (b) above. Payment may be delayed if the payment amount on an invoice is not based upon the price(s) as stated in the Contract. If any payment is not made within fifteen (15) days after the required payment date, the Commonwealth may pay interest as determined by the Secretary of Budget in accordance with Act No. 266 of 1982 and regulations promulgated pursuant thereto. Payment should not be construed by the Contractor as acceptance of the service performed by the Contractor. The Commonwealth reserves the right to conduct further testing and inspection after payment, but within a reasonable time after performance, and to reject the service if such post payment testing or inspection discloses a defect or a failure to meet specifications. The Contractor agrees that the Commonwealth may set off the amount of any state tax liability or other obligation of the Contractor or its subsidiaries to the Commonwealth against any payments due the Contractor under any contract with the Commonwealth.
- b. The Commonwealth shall have the option of using the Commonwealth purchasing card to make purchases under the Contract or Purchase Order. The Commonwealth's purchasing card is similar to a credit card in that there will be a small fee which the Contractor will be required to pay and the Contractor will receive payment directly from the card issuer rather than the Commonwealth. Any and all fees related to this type of payment are the responsibility of the Contractor. In no case will the Commonwealth allow increases in prices to offset credit card fees paid by the Contractor or any other charges incurred by the Contractor, unless specifically stated in the terms of the Contract or Purchase Order.

#### **V.23 CONTRACT-016.2 Payment – Electronic Funds Transfer (July 2022)**

- a. The Commonwealth will make contract payments through Automated Clearing House (ACH). Within 10 days of award of the contract or purchase order, the contractor must submit or must have already submitted their ACH information within their user profile in the Commonwealth's procurement system (SRM).
- b. The contractor must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth of Pennsylvania's ACH remittance advice to enable the contractor to properly apply the state agency's payment to the invoice submitted.
- c. It is the responsibility of the contractor to ensure that the ACH information contained in SRM is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.

#### **V.24 CONTRACT-017.1 Taxes (Dec 5 2006)**

The Commonwealth is exempt from all excise taxes imposed by the Internal Revenue Service and has accordingly registered with the Internal Revenue Service to make tax free purchases under Registration No. 23-23740001-K. With the exception of purchases of the following items, no exemption certificates are required and none will be issued: undyed diesel fuel, tires, trucks, gas guzzler emergency vehicles, and sports fishing equipment. The Commonwealth is also exempt from Pennsylvania state sales tax, local sales tax, public transportation assistance taxes and fees and vehicle rental tax. The Department of Revenue regulations provide that exemption certificates are not required for sales made to governmental entities and none will be issued. Nothing in this paragraph is meant to exempt a construction contractor from the payment of any of these taxes or fees which are required to be paid with respect to the purchase, use, rental, or lease of tangible personal property or taxable services used or transferred in connection with the performance of a construction contract.

#### **V.25 CONTRACT-018.1 Assignment of Antitrust Claims (Oct 2006)**

The Contractor and the Commonwealth recognize that in actual economic practice, overcharges by the Contractor's suppliers resulting from violations of state or federal antitrust laws are in fact borne by the Commonwealth. As part of the consideration for the award of the Contract, and intending to be legally bound, the Contractor assigns to the Commonwealth all right, title and interest in and to any claims the Contractor now has, or may acquire, under state or federal antitrust laws relating to the products and services which are the subject of this Contract.

#### **V.26 CONTRACT-019.1 Hold Harmless Provision (Nov 30 2006)**

- a. The Contractor shall hold the Commonwealth harmless from and indemnify the Commonwealth against any and all third party claims, demands and actions based upon or arising out of any activities performed by the Contractor and its employees and agents under this Contract, provided the Commonwealth gives Contractor prompt notice of any such claim of which it learns. Pursuant to the Commonwealth Attorneys Act (71 P.S. Section 732-101, et seq.), the Office of Attorney General (OAG) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG may, however, in its sole discretion and under such terms as it deems appropriate, delegate its right of defense. If OAG delegates the defense to the Contractor, the Commonwealth will cooperate with all reasonable requests of Contractor made in the defense of such suits.
- b. Notwithstanding the above, neither party shall enter into any settlement without the other party's written consent, which shall not be unreasonably withheld. The Commonwealth may, in its sole discretion, allow the Contractor to control the defense and any related settlement negotiations.

#### **V.27 CONTRACT-020.1 Audit Provisions (Oct 2006)**

The Commonwealth shall have the right, at reasonable times and at a site designated by the Commonwealth, to audit the books, documents and records of the Contractor to the extent that the books, documents and records relate to

costs or pricing data for the Contract. The Contractor agrees to maintain records which will support the prices charged and costs incurred for the Contract. The Contractor shall preserve books, documents, and records that relate to costs or pricing data for the Contract for a period of three (3) years from date of final payment. The Contractor shall give full and free access to all records to the Commonwealth and/or their authorized representatives.

#### **V.28 CONTRACT-021.1 Default (Oct 2013)**

a. The Commonwealth may, subject to the Force Majeure provisions of this Contract, and in addition to its other rights under the Contract, declare the Contractor in default by written notice thereof to the Contractor, and terminate (as provided in the Termination Provisions of this Contract) the whole or any part of this Contract or any Purchase Order for any of the following reasons:

- 1) Failure to begin work within the time specified in the Contract or Purchase Order or as otherwise specified;
- 2) Failure to perform the work with sufficient labor, equipment, or material to ensure the completion of the specified work in accordance with the Contract or Purchase Order terms;
- 3) Unsatisfactory performance of the work;
- 4) Failure to deliver the awarded item(s) within the time specified in the Contract or Purchase Order or as otherwise specified;
- 5) Improper delivery;
- 6) Failure to provide an item(s) which is in conformance with the specifications referenced in the Contract or Purchase Order;
- 7) Delivery of a defective item;
- 8) Failure or refusal to remove material, or remove and replace any work rejected as defective or unsatisfactory;
- 9) Discontinuance of work without approval;
- 10) Failure to resume work, which has been discontinued, within a reasonable time after notice to do so;
- 11) Insolvency or bankruptcy;
- 12) Assignment made for the benefit of creditors;
- 13) Failure or refusal within 10 days after written notice by the Contracting Officer, to make payment or show cause why payment should not be made, of any amounts due for materials furnished, labor supplied or performed, for equipment rentals, or for utility services rendered;
- 14) Failure to protect, to repair, or to make good any damage or injury to property;
- 15) Breach of any provision of the Contract;
- 16) Failure to comply with representations made in the Contractor's bid/proposal; or
- 17) Failure to comply with applicable industry standards, customs, and practice.

b. In the event that the Commonwealth terminates this Contract or any Purchase Order in whole or in part as provided in Subparagraph a. above, the Commonwealth may procure, upon such terms and in such manner as it determines, items similar or identical to those so terminated, and the Contractor shall be liable to the Commonwealth for any reasonable excess costs for such similar or identical items included within the terminated part of the Contract or Purchase Order.

c. If the Contract or a Purchase Order is terminated as provided in Subparagraph a. above, the Commonwealth, in addition to any other rights provided in this paragraph, may require the Contractor to transfer title and deliver immediately to the Commonwealth in the manner and to the extent directed by the Contracting Officer, such partially completed items, including, where applicable, reports, working papers and other documentation, as the Contractor has specifically produced or specifically acquired for the performance of such part of the Contract or Purchase Order as has been terminated. Except as provided below, payment for completed work accepted by the Commonwealth shall be at the Contract price. Except as provided below, payment for partially completed items including, where applicable, reports and working papers, delivered to and accepted by the Commonwealth shall be in an amount agreed upon by the Contractor and Contracting Officer. The Commonwealth may withhold from amounts otherwise due the Contractor for such completed or partially completed works, such sum as the Contracting Officer determines to be necessary to protect the Commonwealth against loss.

d. The rights and remedies of the Commonwealth provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

e. The Commonwealth's failure to exercise any rights or remedies provided in this paragraph shall not be construed to be a waiver by the Commonwealth of its rights and remedies in regard to the event of default or any succeeding event of default.

f. Following exhaustion of the Contractor's administrative remedies as set forth in the Contract Controversies Provision of the Contract, the Contractor's exclusive remedy shall be to seek damages in the Board of Claims.

#### **V.29 CONTRACT-022.1 Force Majeure (Oct 2006)**

Neither party will incur any liability to the other if its performance of any obligation under this Contract is prevented or delayed by causes beyond its control and without the fault or negligence of either party. Causes beyond a party's control may include, but aren't limited to, acts of God or war, changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, epidemics and quarantines, general strikes throughout the trade, and freight embargoes.

The Contractor shall notify the Commonwealth orally within five (5) days and in writing within ten (10) days of the date on which the Contractor becomes aware, or should have reasonably become aware, that such cause would prevent or delay its performance. Such notification shall (i) describe fully such cause(s) and its effect on performance, (ii) state whether performance under the contract is prevented or delayed and (iii) if performance is delayed, state a reasonable estimate of the duration of the delay. The Contractor shall have the burden of proving that such cause(s) delayed or prevented its performance despite its diligent efforts to perform and shall produce such supporting documentation as the Commonwealth may reasonably request. After receipt of such notification, the Commonwealth may elect to cancel the Contract, cancel the Purchase Order, or to extend the time for performance as reasonably necessary to compensate for the Contractor's delay.

In the event of a declared emergency by competent governmental authorities, the Commonwealth by notice to the Contractor, may suspend all or a portion of the Contract or Purchase Order.

#### **V.30 CONTRACT-023.1a Termination Provisions (Oct 2013)**

The Commonwealth has the right to terminate this Contract or any Purchase Order for any of the following reasons. Termination shall be effective upon written notice to the Contractor.

a. **TERMINATION FOR CONVENIENCE:** The Commonwealth shall have the right to terminate the Contract or a Purchase Order for its convenience if the Commonwealth determines termination to be in its best interest. The Contractor shall be paid for work satisfactorily completed prior to the effective date of the termination, but in no event shall the Contractor be entitled to recover loss of profits.

b. **NON-APPROPRIATION:** The Commonwealth's obligation to make payments during any Commonwealth fiscal year succeeding the current fiscal year shall be subject to availability and appropriation of funds. When funds (state and/or federal) are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the Commonwealth shall have the right to terminate the Contract or a Purchase Order.

The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under the Contract. Such reimbursement shall not include loss of profit, loss of use of money, or administrative or overhead costs. The reimbursement amount may be paid from any appropriations available for that purpose.

c. **TERMINATION FOR CAUSE:** The Commonwealth shall have the right to terminate the Contract or a Purchase Order for Contractor default under the Default Clause upon written notice to the Contractor. The Commonwealth shall also have the right, upon written notice to the Contractor, to terminate the Contract or a Purchase Order for other cause as specified in the Contract or by law. If it is later determined that the Commonwealth erred in terminating the Contract or a Purchase Order for cause, then, at the Commonwealth's discretion, the Contract or Purchase Order shall be deemed to have been terminated for convenience under the Subparagraph a.

### **V.31 CONTRACT-024.1 Contract Controversies (Oct 2011)**

a. In the event of a controversy or claim arising from the Contract, the Contractor must, within six months after the cause of action accrues, file a written claim with the contracting officer for a determination. The claim shall state all grounds upon which the Contractor asserts a controversy exists. If the Contractor fails to file a claim or files an untimely claim, the Contractor is deemed to have waived its right to assert a claim in any forum. At the time the claim is filed, or within sixty (60) days thereafter, either party may request mediation through the Commonwealth Office of General Counsel Dispute Resolution Program.

b. If the Contractor or the contracting officer requests mediation and the other party agrees, the contracting officer shall promptly make arrangements for mediation. Mediation shall be scheduled so as to not delay the issuance of the final determination beyond the required 120 days after receipt of the claim if mediation is unsuccessful. If mediation is not agreed to or if resolution is not reached through mediation, the contracting officer shall review timely-filed claims and issue a final determination, in writing, regarding the claim. The final determination shall be issued within 120 days of the receipt of the claim, unless extended by consent of the contracting officer and the Contractor. The contracting officer shall send his/her written determination to the Contractor. If the contracting officer fails to issue a final determination within the 120 days (unless extended by consent of the parties), the claim shall be deemed denied. The contracting officer's determination shall be the final order of the purchasing agency.

c. Within fifteen (15) days of the mailing date of the determination denying a claim or within 135 days of filing a claim if, no extension is agreed to by the parties, whichever occurs first, the Contractor may file a statement of claim with the Commonwealth Board of Claims. Pending a final judicial resolution of a controversy or claim, the Contractor shall proceed diligently with the performance of the Contract in a manner consistent with the determination of the contracting officer and the Commonwealth shall compensate the Contractor pursuant to the terms of the Contract.

### **V.32 CONTRACT-025.1 Assignability and Subcontracting (Oct 2013)**

a. Subject to the terms and conditions of this paragraph, this Contract shall be binding upon the parties and their respective successors and assigns.

b. The Contractor shall not subcontract with any person or entity to perform all or any part of the work to be performed under this Contract without the prior written consent of the Contracting Officer, which consent may be withheld at the sole and absolute discretion of the Contracting Officer.

c. The Contractor may not assign, in whole or in part, this Contract or its rights, duties, obligations, or responsibilities hereunder without the prior written consent of the Contracting Officer, which consent may be withheld at the sole and absolute discretion of the Contracting Officer.

d. Notwithstanding the foregoing, the Contractor may, without the consent of the Contracting Officer, assign its rights to payment to be received under the Contract, provided that the Contractor provides written notice of such assignment to the Contracting Officer together with a written acknowledgement from the assignee that any such

payments are subject to all of the terms and conditions of this Contract.

e. For the purposes of this Contract, the term "assign" shall include, but shall not be limited to, the sale, gift, assignment, pledge, or other transfer of any ownership interest in the Contractor provided, however, that the term shall not apply to the sale or other transfer of stock of a publicly traded company.

f. Any assignment consented to by the Contracting Officer shall be evidenced by a written assignment agreement executed by the Contractor and its assignee in which the assignee agrees to be legally bound by all of the terms and conditions of the Contract and to assume the duties, obligations, and responsibilities being assigned.

g. A change of name by the Contractor, following which the Contractor's federal identification number remains unchanged, shall not be considered to be an assignment hereunder. The Contractor shall give the Contracting Officer written notice of any such change of name.

### **V.33 CONTRACT-026.1 Other Contractors (Oct 2006)**

The Commonwealth may undertake or award other contracts for additional or related work, and the Contractor shall fully cooperate with other contractors and Commonwealth employees, and coordinate its work with such additional work as may be required. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Commonwealth employees. This paragraph shall be included in the Contracts of all contractors with which this Contractor will be required to cooperate. The Commonwealth shall equitably enforce this paragraph as to all contractors to prevent the imposition of unreasonable burdens on any contractor.

### **V.34 CONTRACT-027.1 Nondiscrimination/Sexual Harassment Clause (August 2018)**

The Contractor agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
2. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.
3. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under the contract.
4. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the *Public Employee Relations Act*, *Pennsylvania Labor Relations Act* or *National Labor Relations Act*, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
5. The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contracted services

are performed shall satisfy this requirement for employees with an established work site.

**6.** The Contractor and each subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subcontractor or supplier who is qualified to perform the work to which the contract relates.

**7.** The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws, regulations and policies relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report (“EEO-1”) with the U.S. Equal Employment Opportunity Commission (“EEOC”) and shall file an annual EEO-1 report with the EEOC as required for employers’ subject to *Title VII of the Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Contractor and each subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.

**8.** The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.

**9.** The Contractor’s and each subcontractor’s obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor and each subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.

**10.** The Commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

### **V.35 CONTRACT-028.1 Contractor Integrity Provisions (January 2015)**

It is essential that those who seek to contract with the Commonwealth of Pennsylvania (“Commonwealth”) observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth contracting and procurement process.

**1. DEFINITIONS.** For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:

**a. "Affiliate"** means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.

**b. "Consent"** means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.

**c. "Contractor"** means the individual or entity, that has entered into this contract with the Commonwealth.

**d. "Contractor Related Parties"** means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.

**e. "Financial Interest"** means either:



- (1) Ownership of more than a five percent interest in any business; or
- (2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.

**f. "Gratuity"** means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the *Governor's Code of Conduct, Executive Order 1980-18*, the *4 Pa. Code §7.153(b)*, shall apply.

**g. "Non-bid Basis"** means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.

2. In furtherance of this policy, Contractor agrees to the following:

**a.** Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.

**b.** Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.

**c.** Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.

**d.** Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than the Contractor's submission of the contract signed by Contractor.

**e.** Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:

- (1) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
- (2) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
- (3) had any business license or professional license suspended or revoked;
- (4) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
- (5) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written

explanation of why such certification cannot be made and the Commonwealth will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commonwealth in writing if at any time during the term of the contract it becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

**f.** Contractor shall comply with the requirements of the *Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.)* regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the *Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a)*.

**g.** When contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.

**h.** Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

**i.** Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.

**j.** For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation or otherwise.

### **V.36 CONTRACT-029.1 Contractor Responsibility Provisions (July 2021)**

For the purpose of these provisions, the term Contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth of Pennsylvania (Commonwealth). The term Contractor includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public

entity in the Commonwealth.

1. The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.

2. The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.

3. The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.

4. The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.

5. The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

6. The Contractor may search the current list of suspended and debarred Commonwealth contractors by visiting the eMarketplace website at <http://www.emarketplace.state.pa.us> and clicking the Debarment List tab.

#### **V.37 CONTRACT-030.1 Americans with Disabilities Act (July 2021)**

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, supplier, or grantee, who will furnish or perform or seeks to furnish or perform, goods, supplies, services, construction or other activity, under a purchase order, contract, or grant with the Commonwealth of Pennsylvania (Commonwealth).

During the term of this agreement, the contractor agrees as follows:

- 1 Pursuant to federal regulations promulgated under the authority of the Americans with Disabilities Act, 28 C. F. R. § 35.101 et seq., the contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this agreement or from activities provided for under this agreement. As a condition of accepting and executing this agreement, the contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C. F. R. § 35.130, and all other regulations promulgated under Title II of the Americans with Disabilities Act which are applicable to the benefits, services, programs, and activities provided by the Commonwealth through contracts with outside contractors.
- 2 The contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth as a result of the contractor's failure to comply with the provisions of paragraph 1.

#### **V.38 CONTRACT-031.1 Hazardous Substances (April 2017)**

The Contractor shall provide information to the Commonwealth about the identity and hazards of hazardous substances supplied or used by the Contractor in the performance of the Contract. The Contractor must comply with Act 159 of October 5, 1984, known as the "Worker and Community Right to Know Act" (the "Act") and the regulations promulgated pursuant thereto at 34 Pa. Code Section 301.1 - 323.6.

a. Labeling. The Contractor shall ensure that each individual product (as well as the carton, container or package in which the product is shipped) of any of the following substances (as defined by the Act and the regulations) supplied by the Contractor is clearly labeled, tagged or marked with the information listed in Subparagraphs (1) through (4):

1) Hazardous substances:

- a) The chemical name or common name,
- b) A hazard warning, and
- c) The name, address, and telephone number of the manufacturer.

2) Hazardous mixtures:

- a) The common name, but if none exists, then the trade name,
- b) The chemical or common name of special hazardous substances comprising .01% or more of the mixture,
- c) The chemical or common name of hazardous substances consisting 1.0% or more of the mixture,
- d) A hazard warning, and
- e) The name, address, and telephone number of the manufacturer.

3) Single chemicals:

- a) The chemical name or the common name,
- b) A hazard warning, if appropriate, and
- c) The name, address, and telephone number of the manufacturer.

4) Chemical Mixtures:

- a) The common name, but if none exists, then the trade name,
- b) A hazard warning, if appropriate,
- c) The name, address, and telephone number of the manufacturer, and
- d) The chemical name or common name of either the top five substances by volume or those substances consisting of 5.0% or more of the mixture.

A common name or trade name may be used only if the use of the name more easily or readily identifies the true nature of the hazardous substance, hazardous mixture, single chemical, or mixture involved.

Container labels shall provide a warning as to the specific nature of the hazard arising from the substance in the container.

The hazard warning shall be given in conformity with one of the nationally recognized and accepted systems of providing warnings, and hazard warnings shall be consistent with one or more of the recognized systems throughout the workplace. Examples are:

- NFPA 704, Identification of the Fire Hazards of Materials.
- National Paint and Coatings Association: Hazardous Materials Identification System.
- American Society for Testing and Materials, Safety Alert Pictorial Chart.
- American National Standard Institute, Inc., for the Precautionary Labeling of Hazardous Industrial Chemicals.

Labels must be legible and prominently affixed to and displayed on the product and the carton, container, or package so that employees can easily identify the substance or mixture present therein.

b. Material Safety Data Sheet. The contractor shall provide Material Safety Data Sheets (MSDS) with the information required by the Act and the regulations for each hazardous substance or hazardous mixture. The Commonwealth must be provided an appropriate MSDS with the initial shipment and with the first shipment after an MSDS is updated or product changed. For any other chemical, the contractor shall provide an appropriate MSDS, if the manufacturer, importer, or supplier produces or possesses the MSDS. The contractor shall also notify the Commonwealth when a substance or mixture is subject to the provisions of the Act. Material Safety Data Sheets may be attached to the carton, container, or package mailed to the Commonwealth at the time of shipment.

**V.39 CONTRACT-032.1 Covenant Against Contingent Fees (Oct 2006)**

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except 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 Commonwealth shall have the right to terminate the 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.

**V.40 CONTRACT-033.1 Applicable Law (Oct 2006)**

This Contract shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The Contractor consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. The Contractor agrees that any such court shall have in personam jurisdiction over it, and consents to service of process in any manner authorized by Pennsylvania law.

**V.41 CONTRACT- 034.1b Integration (Nov 30 2006)**

This Contract, including the Invitation for Bids, the Contractor's bid, all referenced documents, and any Purchase Order constitutes the entire agreement between the parties. No agent, representative, employee or officer of either the Commonwealth or the Contractor has authority to make, or has made, any statement, agreement or representation, oral or written, in connection with the Contract, which in any way can be deemed to modify, add to or detract from, or otherwise change or alter its terms and conditions. No negotiations between the parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of the Contract. No modifications, alterations, changes, or waiver to the Contract or any of its terms shall be valid or binding unless accomplished by a written amendment signed by both parties.

**V.42 CONTRACT-034.2b Order of Precedence - IFB (Dec 6 2006)**

In the event there is a conflict among the documents comprising this Contract, the Commonwealth and the Contractor agree on the following order of precedence: the Contract; the IFB; and the Contractor's Bid in Response to the IFB.

**V.43 CONTRACT-034.3 Controlling Terms and Conditions (Aug 2011)**

The terms and conditions of this Contract shall be the exclusive terms of agreement between the Contractor and the

Commonwealth. All quotations requested and received from the Contractor are for obtaining firm pricing only. Other terms and conditions or additional terms and conditions included or referenced in the Contractor's quotations, invoices, business forms, or other documentation shall not become part of the parties' agreement and shall be disregarded by the parties, unenforceable by the Contractor and not binding on the Commonwealth.

#### **V.44 CONTRACT-035.1a Changes (Oct 2006)**

The Commonwealth reserves the right to make changes at any time during the term of the Contract or any renewals or extensions thereof: 1) to increase or decrease the quantities resulting from variations between any estimated quantities in the Contract and actual quantities; 2) to make changes to the services within the scope of the Contract; 3) to notify the Contractor that the Commonwealth is exercising any Contract renewal or extension option; or 4) to modify the time of performance that does not alter the scope of the Contract to extend the completion date beyond the Expiration Date of the Contract or any renewals or extensions thereof. Any such change shall be made by the Contracting Officer by notifying the Contractor in writing. The change shall be effective as of the date of the change, unless the notification of change specifies a later effective date. Such increases, decreases, changes, or modifications will not invalidate the Contract, nor, if performance security is being furnished in conjunction with the Contract, release the security obligation. The Contractor agrees to provide the service in accordance with the change order. Any dispute by the Contractor in regard to the performance required by any notification of change shall be handled through Contract Controversies Provision.

#### **V.45 CONTRACT-037.1a Confidentiality (Oct 2013)**

(a) The Contractor agrees to protect the confidentiality of the Commonwealth's confidential information. The Commonwealth agrees to protect the confidentiality of Contractor's confidential information. In order for information to be deemed confidential, the party claiming confidentiality must designate the information as "confidential" in such a way as to give notice to the other party (notice may be communicated by describing the information, and the specifications around its use or disclosure, in the SOW). Neither party may assert that information owned by the other party is such party's confidential information. The parties agree that such confidential information shall not be copied, in whole or in part, or used or disclosed except when essential for authorized activities under this Contract and, in the case of disclosure, where the recipient of the confidential information has agreed to be bound by confidentiality requirements no less restrictive than those set forth herein. Each copy of such confidential information shall be marked by the party making the copy with any notices appearing in the original. Upon termination or cancellation of this Contract or any license granted hereunder, the receiving party will return to the disclosing party all copies of the confidential information in the receiving party's possession, other than one copy, which may be maintained for archival purposes only, and which will remain subject to this Contract's security, privacy, data retention/destruction and confidentiality provisions (all of which shall survive the expiration of this Contract). Both parties agree that a material breach of these requirements may, after failure to cure within the time frame specified in this Contract, and at the discretion of the non-breaching party, result in termination for default pursuant to the DEFAULT provision of this Contract, in addition to other remedies available to the non-breaching party.

(b) Insofar as information is not otherwise protected by law or regulation, the obligations stated in this Section do not apply to information:

- (1) already known to the recipient at the time of disclosure other than through the contractual relationship;
- (2) independently generated by the recipient and not derived by the information supplied by the disclosing party.
- (3) known or available to the public, except where such knowledge or availability is the result of unauthorized disclosure by the recipient of the proprietary information;
- (4) disclosed to the recipient without a similar restriction by a third party who has the right to make such disclosure; or
- (5) required to be disclosed by law, regulation, court order, or other legal process.

There shall be no restriction with respect to the use or disclosure of any ideas, concepts, know-how, or data processing techniques developed alone or jointly with the Commonwealth in connection with services provided to the Commonwealth under this Contract.

(c) The Contractor shall use the following process when submitting information to the Commonwealth it believes to be confidential and/or proprietary information or trade secrets:

- (1) Prepare an un-redacted version of the appropriate document, and
- (2) Prepare a redacted version of the document that redacts the information that is asserted to be confidential or proprietary information or a trade secret, and
- (3) Prepare a signed written statement that states:
  - (i) the attached document contains confidential or proprietary information or trade secrets;
  - (ii) the Contractor is submitting the document in both redacted and un-redacted format in accordance with 65 P.S. § 67.707(b); and
  - (iii) the Contractor is requesting that the document be considered exempt under 65 P.S. § 67.708(b)(11) from public records requests.
- (4) Submit the two documents along with the signed written statement to the Commonwealth.

#### **V.46 CONTRACT-046.1 Manufacturer's Price Reduction (Oct 2006)**

If, prior to the delivery of the awarded item(s) by the Contractor, a price reduction is announced by the original equipment manufacturer, a comparative price reduction will be given to the Commonwealth by the Contractor.

#### **V.47 CONTRACT-051.1 Notice (Dec 2006)**

Any written notice to any party under this Contract shall be deemed sufficient if delivered personally, or by facsimile, teletype, electronic or digital transmission (provided such delivery is confirmed), or by a recognized overnight courier service (e.g., DHL, Federal Express, etc.) with confirmed receipt, or by certified or registered United States mail, postage prepaid, return receipt requested, and sent to following:

- a. If to the Contractor: the Contractor's address as recorded in the Commonwealth's Supplier Registration system.
- b. If to the Commonwealth: the address of the Issuing Office as set forth on the Contract.

#### **V.48 CONTRACT-052.1 Right to Know Law (Feb 2010)**

a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL") applies to this Contract. For the purpose of these provisions, the term "the Commonwealth" shall refer to the contracting Commonwealth agency.

b. If the Commonwealth needs the Contractor's assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.

c. Upon written notification from the Commonwealth that it requires the Contractor's assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), the Contractor shall:

1. Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to,

and copies of, any document or information in the Contractor's possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and

2. Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.

- d. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.
- e. The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth's determination.
- f. If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth.
- g. The Commonwealth will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.
- h. The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.
- i. The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.