<table>
<thead>
<tr>
<th>SEPT FY 19</th>
<th>BRAND</th>
<th>BRAND CHANGE</th>
<th>PACK SIZE</th>
<th>CHANGE IN PACK SIZE</th>
<th>CASE COST</th>
<th>UNIT PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>PRODUCE, PINEAPPLE FRESH</td>
<td></td>
<td></td>
<td>3 CT</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PRODUCE, PRE-CUT SALAD VAC</td>
<td></td>
<td></td>
<td>4/5 LB</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PRODUCE, PRE CUT ROMAINE VAC</td>
<td></td>
<td></td>
<td>4/5 LB</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PRODUCE, RED ONIONS</td>
<td></td>
<td></td>
<td>25 LB</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PRODUCE, RED ONIONS</td>
<td></td>
<td></td>
<td>5 LB</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PRODUCE, SPANISH ONIONS</td>
<td></td>
<td></td>
<td>50 LBS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PRODUCE, FRESH SPINACH</td>
<td></td>
<td></td>
<td>4/2.5 LB</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PRODUCE, FRESH STRAWBERRIES</td>
<td></td>
<td></td>
<td>8 CT</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PRODUCE, TOMATOES</td>
<td></td>
<td></td>
<td>25 LB</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PRODUCE, TOMATOES</td>
<td></td>
<td></td>
<td>10 LB</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PRODUCE, TURNIP-PEEL/CUBED</td>
<td>PACKER</td>
<td></td>
<td>10 LB</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PRODUCE, WATERMELON</td>
<td>PACKER</td>
<td></td>
<td>1 EA</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PRODUCE, FRESH CUBE/CANTLEPE</td>
<td>FRESH VALLEY</td>
<td></td>
<td>5 LB</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PRODUCE, FRESH CUBE/H-DEW</td>
<td>FRESH VALLEY</td>
<td></td>
<td>5 LB</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PRODUCE, FRESH CUBE/FRT SALAD</td>
<td>FRESH VALLEY</td>
<td></td>
<td>2/8 LB</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PRODUCE, FRESH CUBE/ORANGE</td>
<td>FRESH VALLEY</td>
<td></td>
<td>3 GAL PAIL</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PRODUCE, FRESH CUBE/PINEAPPLE</td>
<td>FRESH VALLEY</td>
<td></td>
<td>5 LB</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PUREE, MEAT CHICKEN</td>
<td>HORMEL</td>
<td></td>
<td>24/3.0 OZ</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PUREE, CHIX SEASONED</td>
<td>PREFOD</td>
<td></td>
<td>12/303 OZ</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PUREE, ROAST BEEF</td>
<td>HORMEL</td>
<td></td>
<td>24/3.0 OZ</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PUREE, TURKEY NO BROTH</td>
<td>HORMEL</td>
<td></td>
<td>24/3 OZ</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PUREE, BEEF LASAGNA</td>
<td></td>
<td></td>
<td>6/15 OZ</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PUREE, BEEF STEW</td>
<td></td>
<td></td>
<td>6/15 OZ</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PUREE, CORN</td>
<td>HORMEL</td>
<td></td>
<td>24/3.2 OZ</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PUREE, CARROTS</td>
<td>HORMEL</td>
<td></td>
<td>24/3.2 OZ</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PUREE, PEAS</td>
<td>HORMEL</td>
<td></td>
<td>24/3.2 OZ</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PUREE, PEAS &amp; CARROTS</td>
<td>HORMEL</td>
<td></td>
<td>12/303 OZ</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SEPT FY 19</td>
<td>BRAND</td>
<td>BRAND CHANGE</td>
<td>PACK SIZE</td>
<td>CHANGE IN PACK SIZE</td>
<td>CASE COST</td>
<td>UNIT PRICE</td>
</tr>
<tr>
<td>--------------------------------</td>
<td>------------------------</td>
<td>--------------</td>
<td>-----------</td>
<td>---------------------</td>
<td>-----------</td>
<td>------------</td>
</tr>
<tr>
<td>PUREE, GREEN RFANS</td>
<td>HORMEL</td>
<td></td>
<td>6/3 LB</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>RICE, W/G BROWN PAR BOILED</td>
<td>RICELAND</td>
<td></td>
<td>25 LB</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>RICE, WHITE, PAR BOILED</td>
<td>DELSRTAR</td>
<td></td>
<td>25 LB</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SALAD, SESAME CHIX SALAD W/ LETTUCE</td>
<td>REVOLUTION FOODS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SALAD, CHIX CAESAR SALAD</td>
<td>REVOLUTION FOODS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SAUCE, CRANBERRY SAUCE</td>
<td>RUBYKS</td>
<td></td>
<td>6/#10</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SAUCE, SUPREME CHEDDAR CHEESE SAUCE</td>
<td>GEHL FOODS</td>
<td></td>
<td>6/#10</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SAUCE, NACHO CHEESE</td>
<td>KNOUSE</td>
<td></td>
<td>6/#10</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SAUCE, GRAVY MASTER</td>
<td>GM</td>
<td></td>
<td>12 QTS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SAUCE, SPAGHETTI LITE</td>
<td>RAGU</td>
<td></td>
<td>6/#10</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SAUCE, SALSA</td>
<td>MESAGRANDE</td>
<td></td>
<td>6/#10</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SAUCE, RED HOT PEPPER</td>
<td>FRANKS</td>
<td></td>
<td>4/1 GAL</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SAUCE, TOMATO</td>
<td>FRURMANS</td>
<td></td>
<td>6/ #10</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SAUCE, TACO SAUCE</td>
<td>LAJUNTA</td>
<td></td>
<td>4/1 GAL</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SAUCE, TOMATO DICED</td>
<td>FREMANS</td>
<td></td>
<td>6/ #10</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SAUCE, TOMATO PASTE</td>
<td>NORTH EAST</td>
<td></td>
<td>6/ #10</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SAUCE, LOW SODIUM SOY SAUCE</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SNACK, CHEX MIX STRAW YOGURT</td>
<td>G/MILLS</td>
<td></td>
<td>60/1.25 OZ</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SNACK, CHEX MIX CHOC CARAMEL</td>
<td>G/MILLS</td>
<td></td>
<td>60/1.25 OZ</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SNACK, CHEZ MIX SOUR CREAM</td>
<td>G/MILLS</td>
<td></td>
<td>60/1.25 OZ</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SOUP, BEEF BARLEY</td>
<td>CAMPBETLS</td>
<td></td>
<td>12/50 OZ</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SOUP, BROC &amp; CHEESE FRZ/COND</td>
<td>CAMPBETLS</td>
<td></td>
<td>3/4LB TRAY</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SOUP, CHIX RICE</td>
<td>HEALTHY REQUEST</td>
<td></td>
<td>12/ 50 OZ</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SOUP, CHUNKY SIRLION BURGER/VEG</td>
<td>CAMPBETLS</td>
<td></td>
<td>12/ 50 OZ</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SOUP, GREEK MINESTRCN FRZ/COND</td>
<td>CAMPBETLS</td>
<td></td>
<td>3/4LB TRAY</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SOUP, ITALIAN WEDDING FRZ/COND</td>
<td>CAMPBETLS</td>
<td></td>
<td>3/4LB TRAY</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SOUP, NE CLAM CHOWDER</td>
<td>SEWITCH</td>
<td></td>
<td>12/50 OZ</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SEPT FY 19</td>
<td>BRAND</td>
<td>BRAND CHANGE</td>
<td>PACK SIZE</td>
<td>CHANGE IN PACK SIZE</td>
<td>CASE COST</td>
<td>UNIT PRICE</td>
</tr>
<tr>
<td>----------------------------------</td>
<td>---------</td>
<td>--------------</td>
<td>---------------</td>
<td>---------------------</td>
<td>-----------</td>
<td>------------</td>
</tr>
<tr>
<td>SOUP, HEALTHY REQUEST TOMATO</td>
<td>CAMPBELLS</td>
<td></td>
<td>12/500OZ</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SOUP, VEGETABLE</td>
<td>HEINZ</td>
<td></td>
<td>12/50 OZ</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SPICE, SEASONING ADOBE</td>
<td></td>
<td></td>
<td>12 OZ</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SPICE, BAY LEAF</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SPICE, CAYENNE PPEPPER</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SPICE, CELERY SALT</td>
<td>SPICECO</td>
<td></td>
<td>32 OZ</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SPICE, CHILI POWDER</td>
<td>SPICECO</td>
<td></td>
<td>1 LB</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SPICE, CINNAMON GRD.</td>
<td>SPICECO</td>
<td></td>
<td>1 LB</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SPICE, CLOVES GRD.</td>
<td>DURKEE</td>
<td></td>
<td>16 OZ</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SPICE, CREAM OF TARTAR</td>
<td>SPICECO</td>
<td></td>
<td>1 LB</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SPICE, CUMMIN</td>
<td>SPICECO</td>
<td></td>
<td>16 OZ</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SPICE, CURRY POWDER</td>
<td>SPICECO</td>
<td></td>
<td>16 OZ</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SPICE, FRECH MINCED GARLIC</td>
<td>SPICECO</td>
<td></td>
<td>16 OZ</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SPICE, GARLIC POWDER</td>
<td>SPICECO</td>
<td></td>
<td>16 OZ</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SPICE, GRANULATED GARLIC</td>
<td>SPICECO</td>
<td></td>
<td>16 OZ</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SPICE, DRY GINGER</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SPICE, MINCED GINGER</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SPICE, ITALIAN SEASONING</td>
<td>SPICECO</td>
<td></td>
<td>24 OZ</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SPICE, MUSTARD DRY</td>
<td>SPICECO</td>
<td></td>
<td>1 LB</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SPICE, NUTMEG GRD.</td>
<td>TRADER</td>
<td></td>
<td>16 OZ</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SPICE, DEHYDRATED ONIONS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SPICE, ONION GRANULATED</td>
<td>SPICECO</td>
<td></td>
<td>16 OZ</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SPICE, ONION POWDER</td>
<td>SPICECO</td>
<td></td>
<td>1 LB</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SPICE, OREGANO RECLEANED</td>
<td>SPICECO</td>
<td></td>
<td>24 OZ</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SPICE, PAPARIKA GRD.</td>
<td>SPICECO</td>
<td></td>
<td>1 LB</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SPICE, PARSLEY FLAKES CHOP</td>
<td>SPICECO</td>
<td></td>
<td>16 OZ</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SPICE, PEPPER BLACK</td>
<td>TRADER</td>
<td></td>
<td>16 OZ</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SEPT FY 19</td>
<td>BRAND</td>
<td>BRAND CHANGE</td>
<td>PACK SIZE</td>
<td>CHANGE IN PACK SIZE</td>
<td>CASE COST</td>
<td>UNIT PRICE</td>
</tr>
<tr>
<td>--------------------------------</td>
<td>----------------</td>
<td>--------------</td>
<td>----------------</td>
<td>---------------------</td>
<td>-----------</td>
<td>------------</td>
</tr>
<tr>
<td>SPICE, PEPPER BLACK PKT</td>
<td>DIXIE</td>
<td></td>
<td>3000/1 GM</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SPICE, PEPPER WHITE</td>
<td>SPICECO</td>
<td></td>
<td>1 LB</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SPICE, CRUSHED RED PEPPER FLAKES</td>
<td>SPICECO</td>
<td></td>
<td>16 OZ</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SPICE, SALT IND. PKT</td>
<td>4  IN 1</td>
<td></td>
<td>3000 CT</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SPICE, SALT IODIZED</td>
<td>UNIPRO</td>
<td></td>
<td>24/26 OZ</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SPICE, TACO SEASONING</td>
<td>FOOTH</td>
<td></td>
<td>1/5 LB</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SPICE, THYME</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>STUFFING MIX-CHIX FLAVOR</td>
<td>D-CRYS</td>
<td></td>
<td>6/3.5 LB</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>VEG, SPINACH SPANIPOITA</td>
<td>LESCHATEAU</td>
<td></td>
<td>100CT</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>VEG, BROCCOLI CUT/FROZEN</td>
<td>REDDY RAW</td>
<td></td>
<td>#20</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>VEG, BEETS SLICED</td>
<td>USA PRODUCT</td>
<td></td>
<td>6/#10</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>VEG, BRUSSELL SPROUTS</td>
<td>HARVEST</td>
<td></td>
<td>12/2 LB</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>VEG, BLACK BEANS</td>
<td>USA PRODUCT</td>
<td></td>
<td>6/#10</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>VEG, BUTTERNUT SQUASH</td>
<td>REDDY RAW</td>
<td></td>
<td>12/4 LB</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>VEG, CALIFORNIA BLEND FRZ</td>
<td>CHEFS</td>
<td></td>
<td>12/2 LB</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>VEG, CARROTS DICED</td>
<td>USA PRODUCT</td>
<td></td>
<td>6/#10</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>VEG, CARROTS SLICED</td>
<td>USA PRODUCT</td>
<td></td>
<td>6/#10</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>VEG, CHIC PEAS</td>
<td>USA PRODUCT</td>
<td></td>
<td>6/#10</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>VEG, CORN WHOLE KERNEL</td>
<td>USA PRODUCT</td>
<td></td>
<td>6/#10</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>VEG, MINI CORN ON THE COBB</td>
<td>HARVEST</td>
<td></td>
<td>96 CT</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>VEG, EGGPLANT FRIES</td>
<td>DOMINEX</td>
<td></td>
<td>2/5 Lb bags</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>VEG, ZUCCHINI FRIES</td>
<td>DOMINEX</td>
<td></td>
<td>2/5lb bags</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>VEG, CARROT FRIES</td>
<td>DOMINEX</td>
<td></td>
<td>2/5 Lb bags</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>VEG, GREEN CUT</td>
<td>USA PRODUCT</td>
<td></td>
<td>6/#10</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>VEG, KALE FROZEN</td>
<td>REDDY RAW</td>
<td></td>
<td>12/3 LB</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SEPT FY 19</td>
<td>BRAND</td>
<td>BRAND CHANGE</td>
<td>PACK SIZE</td>
<td>CHANGE IN PACK SIZE</td>
<td>CASE COST</td>
<td>UNIT PRICE</td>
</tr>
<tr>
<td>----------------------------</td>
<td>----------------------</td>
<td>--------------</td>
<td>-----------</td>
<td>---------------------</td>
<td>-----------</td>
<td>------------</td>
</tr>
<tr>
<td>VEG, MIXED</td>
<td>USA PRODUCT</td>
<td></td>
<td>6/#10</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>VEG, TURNIPS FROZEN</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>VEG, PEAS &amp; CARROTS</td>
<td>USA PRODUCT</td>
<td></td>
<td>6/#10</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>VEG, PEAS</td>
<td>USA PRODUCT</td>
<td></td>
<td>6/#10</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>VEG, SPINACH</td>
<td>REDDY RAW</td>
<td></td>
<td>12/3 LB</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>VEG, WAX BEANS</td>
<td>DAIZY</td>
<td></td>
<td>6/#10</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>VEGALINE AERO</td>
<td>PAM SPRAY</td>
<td></td>
<td>6/17 OZ</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>VINEGAR, CIDER</td>
<td></td>
<td></td>
<td>4/1 GAL</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>VINEGAR, WHITE</td>
<td>SUPREME</td>
<td></td>
<td>4/1 GAL</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>YOGURT, STRAWBERRY</td>
<td>TRIX</td>
<td></td>
<td>48/4 OZ</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>YOGURT, STRAWBERRY BANANA BLAST</td>
<td>TRIX</td>
<td></td>
<td>48/4 OZ</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>YOGURT, RASPBERRY</td>
<td>TRIX</td>
<td></td>
<td>48/14 OZ</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>YOGURT, GO GURT</td>
<td>YOPLAIT</td>
<td></td>
<td>64 CT</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>YOGURT, NON FAT</td>
<td>UPSTATE</td>
<td></td>
<td>4/5 LB</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>YOGURT, VANILLA YOGURT</td>
<td>DANNON</td>
<td></td>
<td>48/4 OZ</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>YOGURT, MIXED BERRY/STRAW TUBES</td>
<td>CHOBANI</td>
<td></td>
<td>16/2 OZ</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>YOGURT, GREEK CHOC YOGURT DRINK</td>
<td>CHOBANI</td>
<td></td>
<td>8/7 OZ</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>YOGURT, GREEK STRAW/BAN DRINK</td>
<td>CHOBANI</td>
<td></td>
<td>8/7 OZ</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>YOGURT, GREEK MANGO DRINK</td>
<td>CHOBANI</td>
<td></td>
<td>8/7 OZ</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>YOGURT, GREEK VANILLA BEAN DRINK</td>
<td>CHOBANI</td>
<td></td>
<td>8/7 OZ</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>YOGURT, GREEK MIXED BERRY DRINK</td>
<td>CHOBANI</td>
<td></td>
<td>8/7 OZ</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>YOGURT, FF GREEK FRUIT ON BOTTOM STR</td>
<td>DANNON</td>
<td></td>
<td>12/5.3 OZ</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>YOGURT, FF GREEK FRUIT ON BOTTOM BL</td>
<td>DANNON</td>
<td></td>
<td>12/5.3 OZ</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>YOGURT, GREEK STRAWBERRY BLND</td>
<td>CHOBANI</td>
<td></td>
<td>4 OZ</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>YOGURT, GREEK BLUEBERRY BLND</td>
<td>CHOBANI</td>
<td></td>
<td>4 OZ</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>YOGURT, GREEK VANILLA BLND</td>
<td>CHOBANI</td>
<td></td>
<td>4 OZ</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>YOGURT, GREEK BLUEBERRY</td>
<td>OIKOS</td>
<td></td>
<td>24/4 OZ</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SEPT FY 19</td>
<td>BRAND</td>
<td>BRAND CHANGE</td>
<td>PACK SIZE</td>
<td>CHANGE IN PACK SIZE</td>
<td>CASE COST</td>
<td>UNIT PRICE</td>
</tr>
<tr>
<td>--------------------</td>
<td>-----------------</td>
<td>--------------</td>
<td>-----------</td>
<td>---------------------</td>
<td>-----------</td>
<td>------------</td>
</tr>
<tr>
<td>YOGURT, GREEK STRAWBERRY</td>
<td>OIKOS</td>
<td></td>
<td>24/4 OZ</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>YOGURT, GREEK VANILLA</td>
<td>OIKOS</td>
<td></td>
<td>24/4 OZ</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>YOGURT, GREEK BLUEBERRY</td>
<td>YOPLAIT</td>
<td></td>
<td>12/5.3 OZ</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>YOGURT, GREEK PINEAPPLE BLEND</td>
<td>YOPLAIT</td>
<td></td>
<td>12/5.3 OZ</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>YOGURT, GREEK STRAW/ RASP</td>
<td>YOPLAIT</td>
<td></td>
<td>12/5.3 OZ</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>YOGURT, GREEK VANILLA</td>
<td>YOPLAIT</td>
<td></td>
<td>12/5.3 OZ</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>GRANOLA, APPLE CINNAMON</td>
<td></td>
<td></td>
<td>8 OZ</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>GRANOLA, CRAN ALMOND</td>
<td></td>
<td></td>
<td>8 OZ</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Question</td>
<td>Response</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>------------------------------------------------------------------------</td>
<td>----------</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Have you ever failed to complete a contract awarded to you?</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. When organized?</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Incorporator?</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Is your business a <strong>Limited</strong> or <strong>Corporation</strong>?</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. List all contracts currently on hand, showing contract amount and anticipated date of completion</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6. Have you ever provided detail on a contract?</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7. If yes, where and why?</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8. List your vehicles/equipment available for this contract?</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
END OF SECTION

__________________________________________  _______________________________________
TITLE:                                               PRINTED NAME:

__________________________________________
SIGNATURE:

__________________________________________  _______________________________________
BIDDER:                                               DATE:

Experience:

New Bidders in verification of the records comprising this statement of Bidder’s qualifications and
authorizes and requests any person, firm, or corporation to furnish any information requested by the City of
10. The undersigned certify that the information contained herein is complete and accurate and hereby

__________________________________________  _______________________________________
PROJECT PERSON:

__________________________________________
CONTACT PERSON:

__________________________________________  _______________________________________
TYPE OF WORK:

PUBLICLY BID?

YES  NO

__________________________________________  _______________________________________
DOLLAR AMOUNT:

DATE COMPLETED:

__________________________________________  _______________________________________
CITY/STATE:

__________________________________________
OWNER:
Name of business

Signature of person submitting bid

I, ____________________, Having been duly sworn and deposed, do hereby declare on oath the following:

1. That I am the owner or officer of the business submitting this bid.
2. That I am familiar with the laws and regulations governing this procurement.
3. That I have not colluded with any other person or entity in the preparation of this bid.
4. That I have not misrepresented any facts or information in this bid.
5. That I will comply with all terms and conditions of the contract awarded.

Signature of owner or officer

Signature of individual submitting bid

I, ____________________, do solemnly swear that the information contained in this bid is true and correct to the best of my knowledge and belief.

Signature

Date

City of New Bedford

MASSACHUSETTS
If you have questions, please contact Susan Bruce, Director of Purchasing at (508) 979-1433.

Date

Signature

EMAIL

FAX

PHONE

Address

City of New Bedford

133 William Street, Room 208

Purchasing Department

New Bedford, MA 02740

Mayor Jonathan F. Mitchell
such terms and conditions as hereinafter by the execution hereof, shall deem proper. A true copy
proposals and the performance of said contract and payment for labor and materials, all in such form and on
Releases and Indemnifications; and also to seal and execute, as above, surety company bonds to secure bids and
limited to Bids, Proposals, Deeds, Purchase and Sales Agreements, Agreements, Contracts, Leases, Licenses,
contract documents with the City of New Bedford, the above mentioned documents to include but not be
hereby is authorized to affix the Corporate Seal, sign and deliver in the name and behalf of the Corporation
VOTED. That the
20
at which a quorum was present and acting throughout, the following vote was duly adopted.

At a meeting of the Board of Directors of

EXECUTION OF CORPORATE AGREEMENTS
VOTE OF CORPORATION AUTHORIZING

MASSACHUSETTS
CITY OF NEW BEDFORD
No provision made shall constitute or be construed as final acceptance or approval of any plan or the Services to which payment is made.

3.3
In every event the City shall be entitled to pay amounts for work done at or to be performed by the Contractor

3.2
No provision in this Agreement shall be deemed or understood to confer upon the Contractor any right or power to perform, except as herein expressed, in any event

3.1
The Contractor's General Duty is to perform the Services in accordance with the specifications set forth in the

3.0
the drawings or written instructions, when required, in accordance with the specifications set forth in the

2.9
The Contractor shall conform to all determinations and directions of the City concerning the Contractor's conduct in performing the

2.8
By the Contractor on demand. Without cost to the City, the Contractor shall obtain all the required licenses and permits for the

2.7
The Contractor shall perform all work performed by the Contractor in accordance with any and all requirements of any and all Governmental Bodies, and shall be responsible for the satisfactory performance of the Services performed by the Contractor.

2.6
All work required to be performed shall be performed as promptly and accurately as possible, and in any case within the time herein set forth, and

2.5
The City reserves the right to alter, add to, or reduce the Services by determining in the Contractor's opinion such alterations, additions, or deletions as may be necessary to conform with the written instructions of the City.

2.4
The Contractor shall not make any changes in the scope of Services without the written consent of the City.

2.3
The Contractor agrees to furnish all labor, materials, equipment, and necessary permits to perform and fully complete all work specified in each Specification.

2.2
The Contractor shall comply with all local, state, and federal laws, regulations, and ordinances applicable to this

2.1
The City of New Bedford, hereinafter referred to as the City, does hereby award, and hereby awards, this Contract to

2.0
For Non-Technical Services

GENERAL CONDITIONS
performed under this Contract to the time of termination
of the Contract, to the extent that the Contractor is precluded or unable to perform the services
under the terms of the Contract by reason of force majeure, inclement weather and the terms of
the Contract, all of the provisions of the Contract shall apply to the Contractor as if the Contract
were performed in accordance with the terms of the Contract.

THE CITY'S LIABILITY
The Contractor shall not be liable for any loss or damage to the property, equipment or
personal injury or property damage resulting from the performance of the services under
the terms of the Contract.

ASSIGNMENT/SUBCONTRACTING
The Contractor shall not assign or subcontract any part of the services without the written
consent of the City.

RECORDS
The Contractor shall keep records pertaining to the services performed in accordance with
the terms of the Contract and shall make such records available to the City upon request.

REPORTS AND DRAWINGS
The Contractor shall prepare and submit reports and drawings in accordance with the
terms of the Contract.
CONFLICT OF INTEREST

110.15 The contractor, who shall be responsible for all reasonable costs associated with releasing all of the City's rights in the work, including but not limited to, the cost of any insurance required by the contractor, shall be responsible for all reasonable costs associated with releasing all of the City's rights in the work, including but not limited to, the cost of any insurance required by the contractor.

112. The City shall be added as additional insured on the contractor's liability policies.

PROPERTY DAMAGE

$500,000 each occurrence

$1,000,000 aggregate

PERSONAL INJURY

$500,000 each occurrence

$1,000,000 aggregate

PUBLIC LIABILITY

$500,000 each occurrence

$1,000,000 aggregate

WORKER'S COMPENSATION

$1,000,000 aggregate

INSURANCE REQUIREMENTS

112. Insurance shall be maintained as provided in the Subcontractor's Agreement. This insurance shall be provided in accordance with the terms of this Agreement.

116. Any notice of appeal required to be given to the City shall be given to the City immediately.
END OF SECTION

The Contractor shall ensure that all work performed under the Contract is in accordance with all applicable laws, codes, and regulations and that all work is performed in a manner consistent with the City's policies and procedures. The Contractor shall be responsible for ensuring that all work is performed in compliance with all applicable laws, codes, and regulations. The Contractor shall be responsible for ensuring that all work is performed in a safe and efficient manner and that all work is performed in accordance with the City's policies and procedures. The Contractor shall be responsible for ensuring that all work is performed in a manner consistent with the City's policies and procedures.

DISPUTES

All disputes arising out of or relating to the Contract or the performance of work under the Contract shall be resolved through arbitration in accordance with the rules and procedures of the American Arbitration Association. The award of the arbitrator shall be final and binding on the parties.

CONFORMANCE WITH LAWS

The Contractor shall ensure that all work performed under the Contract is in accordance with all applicable laws, codes, and regulations.
These forms may need to be modified in order of changed circumstances and are provided for informational purposes only.

The awarded bidder will be required to complete and submit documents substantially similar in form to the following:

CONTRACT FORMS
APPENDIX II of 2CFR 200

In

REQUIRED CONTRACT PROVISIONS
Required Contract Provisions in Appendix II of 2 CFR 200
Section 1. Applicability

C. 42 U.S.C. 7401-7671 (q) and the federal Water Pollution Control Act (33 U.S.C. 1251-
1287) as amended—penalties and procedures of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to:

1. Establish and maintain effective systems and procedures to prevent and detect fraud. Such systems and procedures shall include requirements for independent reviews, internal controls, and monitoring.

2. Notify the Federal awarding agency or grantee in writing of any fraud, noncompliance, or other significant matters.

Section 2. Audit

Applicants for Federal awards shall agree to:

1. Conduct an audit of their books and records in accordance with Federal, State, and local requirements.

2. Provide access to the Federal awarding agency or grantee to conduct independent audits of their books and records as necessary.

Section 3. Reporting

Applicants for Federal awards shall agree to:

1. Report any noncompliance or fraud to the Federal awarding agency or grantee in writing.

2. Provide documentation and evidence to support the report of noncompliance or fraud.

Section 4. Disqualification

Applicants for Federal awards shall agree to:

1. Not participate in any Federal award if disqualified.

Section 5. Certification

Applicants for Federal awards shall agree to:

1. Certify compliance with the requirements of the Federal award.

Section 6. Audit

Applicants for Federal awards shall agree to:

1. Conduct an audit of their books and records in accordance with Federal, State, and local requirements.

2. Provide access to the Federal awarding agency or grantee to conduct independent audits of their books and records as necessary.

Section 7. Reporting

Applicants for Federal awards shall agree to:

1. Report any noncompliance or fraud to the Federal awarding agency or grantee in writing.

2. Provide documentation and evidence to support the report of noncompliance or fraud.

Section 8. Disqualification

Applicants for Federal awards shall agree to:

1. Not participate in any Federal award if disqualified.

Section 9. Certification

Applicants for Federal awards shall agree to:

1. Certify compliance with the requirements of the Federal award.

2. Provide documentation and evidence to support the certification.

Section 10. Audit

Applicants for Federal awards shall agree to:

1. Conduct an audit of their books and records in accordance with Federal, State, and local requirements.

2. Provide access to the Federal awarding agency or grantee to conduct independent audits of their books and records as necessary.

Section 11. Reporting

Applicants for Federal awards shall agree to:

1. Report any noncompliance or fraud to the Federal awarding agency or grantee in writing.

2. Provide documentation and evidence to support the report of noncompliance or fraud.

Section 12. Disqualification

Applicants for Federal awards shall agree to:

1. Not participate in any Federal award if disqualified.

Section 13. Certification

Applicants for Federal awards shall agree to:

1. Certify compliance with the requirements of the Federal award.

2. Provide documentation and evidence to support the certification.

Section 14. Audit

Applicants for Federal awards shall agree to:

1. Conduct an audit of their books and records in accordance with Federal, State, and local requirements.

2. Provide access to the Federal awarding agency or grantee to conduct independent audits of their books and records as necessary.

Section 15. Reporting

Applicants for Federal awards shall agree to:

1. Report any noncompliance or fraud to the Federal awarding agency or grantee in writing.

2. Provide documentation and evidence to support the report of noncompliance or fraud.

Section 16. Disqualification

Applicants for Federal awards shall agree to:

1. Not participate in any Federal award if disqualified.

Section 17. Certification

Applicants for Federal awards shall agree to:

1. Certify compliance with the requirements of the Federal award.

2. Provide documentation and evidence to support the certification.
Unprocessed agricultural commodities must be domestic, and for foods that are processed, they must consist of agricultural commodities that were grown domestically. Thus, for foods that are "products" produced over 50% of the final process product (by weight or volume) must result from U.S. raw agricultural commodities that are not processed in the U.S. Section 122 of the NSLAA defines "domestic commodity or product" as an agricultural commodity or product produced in the U.S.

The Buy American Provision applies to SFAS 123(R) so SFAS 123(R) in effect now applies to the Buy American Provision. Buy American provision replaces SP 4-2011. The Buy American Provision in the National School Lunch Program is effective February 03, 2016. This guidance establishes the details and requirements of the Buy American Provision in the NSLAA, Section 122 of the NSLAA. This guidance replaces SP 4-2011, Compliance with NSLAA Section 122, Food and Nutrition Service.

Compliance with and Enforcement of the Buy American Provision

SP 38-2017

June 30, 2017

TO:

SUBJECT:

MEMO CODE:

DATE:

ATTACHMENTS:

Usda
requirement, by weight or volume.

However, processed and products that contain USDA Foods need to meet the 51% domestic
"buy American", and organs of concern is a long-term USDA policy.

[Text continues, but is not fully legible.]

The Buy American Provision supports local and small businesses using local products from
local sources. Support local fruits and provides healthy choices for children in the school meal
programs while supporting the local economy. Requiring compliance with the Buy American
provision, supports SFAS working with local or small minority and woman-owned
provision also supports SFAs working with local or small minority, and woman-owned
businesses as required by Federal regulations [see 2 CFR 200.221].

The Buy American Provision must be included when the commodity is purchased by the school
service or by a school food service or equivalent food service program for use with

The definition of a commodity is an agricultural product that is produced by a
school, service, or equivalent food service program for use with
school meal programs and purchased by a school, service, or equivalent food service program for use with
school meal programs, with the following exceptions:

- FNS defines food commodities as one of the food groups which comprise reimbursable meals.

- Service or equivalent food service program for use with

- School meal programs

- Service or equivalent food service program for use with

- School meal programs

- Service or equivalent food service program for use with

- School meal programs

- Service or equivalent food service program for use with

- School meal programs

- Service or equivalent food service program for use with

- School meal programs

- Service or equivalent food service program for use with

- School meal programs

- Service or equivalent food service program for use with

- School meal programs

- Service or equivalent food service program for use with

- School meal programs

- Service or equivalent food service program for use with

- School meal programs

- Service or equivalent food service program for use with

- School meal programs

- Service or equivalent food service program for use with

- School meal programs

- Service or equivalent food service program for use with

- School meal programs

- Service or equivalent food service program for use with

- School meal programs

- Service or equivalent food service program for use with

- School meal programs

- Service or equivalent food service program for use with

- School meal programs

- Service or equivalent food service program for use with

- School meal programs

- Service or equivalent food service program for use with

- School meal programs

- Service or equivalent food service program for use with

- School meal programs

- Service or equivalent food service program for use with

- School meal programs

- Service or equivalent food service program for use with

- School meal programs

- Service or equivalent food service program for use with

- School meal programs

- Service or equivalent food service program for use with

- School meal programs

- Service or equivalent food service program for use with

- School meal programs

- Service or equivalent food service program for use with

- School meal programs

- Service or equivalent food service program for use with

- School meal programs

- Service or equivalent food service program for use with

- School meal programs

- Service or equivalent food service program for use with

- School meal programs

- Service or equivalent food service program for use with

- School meal programs

- Service or equivalent food service program for use with

- School meal programs

- Service or equivalent food service program for use with

- School meal programs

- Service or equivalent food service program for use with

- School meal programs

- Service or equivalent food service program for use with

- School meal programs

- Service or equivalent food service program for use with

- School meal programs

- Service or equivalent food service program for use with

- School meal programs

- Service or equivalent food service program for use with

- School meal programs

- Service or equivalent food service program for use with

- School meal programs

- Service or equivalent food service program for use with

- School meal programs

- Service or equivalent food service program for use with

- School meal programs

- Service or equivalent food service program for use with

- School meal programs

- Service or equivalent food service program for use with

- School meal programs

- Service or equivalent food service program for use with

- School meal programs
Further, solution and contract language must be monitored by the SFA to determine compliance with the Buy American provision. The SFA must ensure solicitation and contract compliance with the Buy American provision. In order to purchase non-domestic products, there is no requirement to request a waiver from the State Agency or FNS in order to purchase non-domestic products. If an FNS is using one of the above exceptions, there is no requirement to request a waiver from the State Agency or FNS in order to purchase non-domestic products.

Purchasing non-domestic food products should be considered. For example, FNS should ask:

1. Are there other domestic sources for this product?
2. Is there a comparable domestic product that could be satisfy substituted, if the non-domestic product is less expensive?
3. Am I sourcing bids for this product at the best time of year? If I contracted earlier or later in the session, would prices and delivery availability change?
4. Am I using third-party verification, such as through USDA AMS, to determine the cost and availability of domestic and non-domestic foods?

If in SFA is using one of the above exceptions, there is no requirement to request a waiver from the State Agency or FNS in order to purchase non-domestic products. If an FNS is using one of the above exceptions, there is no requirement to request a waiver from the State Agency or FNS in order to purchase non-domestic products.

Purchasing non-domestic food products should be considered. For example, FNS should ask:

1. Are there other domestic sources for this product?
2. Is there a comparable domestic product that could be satisfy substituted, if the non-domestic product is less expensive?
3. Am I sourcing bids for this product at the best time of year? If I contracted earlier or later in the session, would prices and delivery availability change?
4. Am I using third-party verification, such as through USDA AMS, to determine the cost and availability of domestic and non-domestic foods?

If in SFA is using one of the above exceptions, there is no requirement to request a waiver from the State Agency or FNS in order to purchase non-domestic products. If an FNS is using one of the above exceptions, there is no requirement to request a waiver from the State Agency or FNS in order to purchase non-domestic products.
Requirement

In order to provide comprehensive monitoring of the Buy American Provision, the appropriate FNS Regional Office:

- Fiscal action for appeal or objection findings, on a case-by-case basis with approval by the appropriate FNS Regional Office.
- Prior to approval of non-domestic foods, the Regional Office shall consult, through the appropriate Regional Office, on an appropriate basis with approval by the appropriate FNS Regional Office.

Monitoring of the Buy American Provision must conclude from the administrative review as outlined above.

During an on-site administrative review, State agencies should look at the labels on a variety of food products in 49 CFR sections 210.21(a) and 210.21(d). The State agency must issue an on-site administrative review as outlined above.

State agencies must issue a finding and require corrective action which may include:

- Fiscal action for appeal or objection findings, on a case-by-case basis with approval by the appropriate FNS Regional Office.
- Prior to approval of non-domestic foods, the Regional Office shall consult, through the appropriate Regional Office, on an appropriate basis with approval by the appropriate FNS Regional Office.

At the termination of the Buy American Provision, the appropriate FNS Regional Office:

- Fiscal action for appeal or objection findings, on a case-by-case basis with approval by the appropriate FNS Regional Office.
- Prior to approval of non-domestic foods, the Regional Office shall consult, through the appropriate Regional Office, on an appropriate basis with approval by the appropriate FNS Regional Office.
Food purchases made from the non-profit school food service account are subject to the federal nutrition standards. Therefore, all agricultural commodities or foods, as well as non-agricultural commodities or foods, must be consumed. The school food service must ensure that the non-profit school food service account is used to purchase food that meets federal nutrition standards. A school is subject to the federal nutrition standards if it serves food in a non-profit school food service account.

(3) Are all agricultural commodities or non-agricultural commodities purchased using the non-profit food service account subject to the Buy American provision?

Yes, they must be purchased using the non-profit food service account.

(2) Does the Buy American provision apply to entities that purchase on behalf of an agricultural or food service management company?

Yes, any entity that purchases food or commodities on behalf of an agricultural or food service management company.

When considering juice concentrate for example, in order for the product to be considered “domestic” in accordance with the Buy American provision, the juice concentrate must contain over 71% of the juice of the concentrate of the juice concentrate. This means that the juice must contain over 71% of the juice of the concentrate in order for the product to be considered “domestic” in accordance with the Buy American provision.

American products", the U.S. requires that the non-agricultural commodities purchased using the Buy American provision must be purchased from the U.S. subsidiary of a non-agricultural commodity. The products purchased using theBuy American provision must be purchased from the U.S. subsidiary of a non-agricultural commodity. If the product is an agricultural commodity, the non-agricultural commodity must be purchased from the non-agricultural commodity. The non-agricultural commodity must be purchased from the non-agricultural commodity. The non-agricultural commodity must be purchased from the non-agricultural commodity.

I) How would an SFA determine if a food item meets the Buy American provision?

Questions and answers for the Buy American Provision.
Exception to the Buy American provision are very limited; however, an alternative

Answer: Below is sample language that SPAs should use in solicitations and contracts to comply
documentation of exceptions in adherence to the Buy American provision.

American provision and no documentation of any exceptions exists.

Questions 6 and 7, below:

Additionally, SPAs are required by 2 CFR 200.318(p) to monitor contractor performance to

Contrary to the Buy American definition in 7 CFR 210.2(p), "Substantially similar undeclared
requirements of products for foreign Press and School Breakfast Program and is required to
the National School Lunch Program, School Breakfast Program and is required to
the Districts is to ensure the following language: "The Districts/government entity participants in
In addition to the Buy American provision, contracts with the Buy American provision include:

Utilizing the Buy American definition in 7 CFR 210.2(p) in all food product

Requiring a certification of domestic origin for products which do not have country of
products, contracts, purchase orders, and other procurement documents issued:

Recertification/Inquiries, for bids (FPs) and requests for proposals (RFPs) for food

Contrary to the Buy American provision, exceptions to the limited exceptions noted in the memorandum above.

4) What can an SPA do to comply with the requirements of the Buy American provision?
**Processed and Product**

7. How should an SPA document the domestic commodity food components for a

Sampling component, as described herein:

Supplier to fill in the name of the product and the specific component of the domestic agricultural
of the agricultural food components by weight of volume from the L.S. and contain over
percent of the total food components in the U.S. and contain over

We require bidders

Suppliers to include the following statement in the bidding process:

Sample Language:

SUPPLY: Suppliers should ask the supplier to be supplied with domestic commodities for specific

Buy American Provision:

6. What is the sample language that contractors may use to document the compliance with the

The documentation must be maintained for review by the State agency during procurement

Their food supplier this may include email, documentation of electronic communications, etc.

SUPA may document exceptions by maintaining records of communications and documentation.

(a) Alternative suppliers that are domestic and meet the required specifications:

(b) Availability of the alternative suppliers (under 50 percent) in relation to the quantity

(c) Price of the alternative food products: $ __________

(d) Reason for exception: Limitation of availability of price (include price):

(e) Price of the non-domestic product:

(f) Price of the domestic food product:

(g) Value of the limited availability of price:

(h) Percentage of the required price:

(i) Alternative suppliers that are not domestic and meet the required specifications:
available in sufficient quantities and present this during reviews by the State Agency.

Records and documentation must be maintained justifying any exception as outlined above. SPAs considered "significantly higher" and it is the SPA's responsibility to determine the threshold.

neighbor FNS not a State Agency may make the determination that a domestic

9) Can FNS or a State Agency provide a list of foods that are not available domestically and

you meet the American requirements.

I) Domestic foods packed in the U.S. or non-domestic foods in packaging produced in the U.S. do

number of items received by schools state on the label that they are "packed" in the U.S. Non-

satisfactory quality or (2) competitively bid the cost of a U.S. product or reasonably available quantities of a

whether an exception is warranted. Exceptions are warranted only when (1) the food product is

should determine on an individual basis, whether domestic alternatives exist first, and if not,

commodities or products is not available. Although the Federal Acquisition Regulations (FAR)

in the U.S. and must substantially use domestic agricultural commodities. A large

commercialize that are produced in the U.S. "processed in the U.S." substantially using agricultural

exception? Answer No. Section 12(u) of the National School Lunch Act defines "domestic commodity or

contains purchased from the nonprofit school food service account absent a limited

8) Can a product made from a U.S. agricultural product but manufactured in another

agricultural food component (by weight or volume) contained therein.

State agencies should also include such language in any prototype solicitation documents and
SAMPLE CITY CONTRACT FOR SERVICES
Acceptance: All contracts require proper acceptance of the described goods or services by the City.

4. Definitions:

3.3 unless such fees and/or costs are so set forth in writing in an Amendment hereto, there shall be no further costs, fees, or reimbursable charges due the Contractor under this Contract.

the Contractor's Response to the Request for Proposal or Invitation for Bids; as more fully set forth in

3.2 Fees and Reimbursable Costs combined shall not exceed $24.3 per seal.

2. Payment will be made as follows:

The amount to be paid to the Contractor by the City is:

1. This is a Contract for the procurement of the following:

   [E-mail Address]

   [Fax Number]

   [Telephone Number]

   [Address of the Contractor]

   [Contractor]

(1. City; and
Massachusetts, a municipal corporation, 133 William Street, New Bedford, Bristol County, Massachusetts 02740

This Contract is entered into on or as of this date by and between the City of New Bedford,

DATE:

Goods and Services Contract

CITY OF NEW BEDFORD, MASSACHUSETTS
shall be secreted and paid for by the Contractor.

Permits, licenses, approvals and all other legal or administrative prerequisites to the performance of the Contract.

immediately suspended without liability for damages, penalties or other charges to the City.

the City Auditor, in the exercise of application of property, any and all permits which the City is

Subject to Application:

is of the essence for the completion of the Contract.

and not subject to assertion by the Contractor, and subject to the equitable and application of funds as certified by

be retroactive to make under this Contract shall be subject to application of other availability of funds as certified by

This Contract shall be fully performed by the Contractor in accordance with the provisions of the Contract.

5. Terms of Contract and Time for Performance:

Work: The services or materials connected for or to both.

Services: The completion of the work, or other work, and all materials and equipment furnished and not subject to the Contractor, and subject to the equitable and application of funds as certified by

collectively being referred to as "facilities.

subcontracts, those being a direct contract with the Contractor. The term includes one who

installation of such property.

Goods: Goods, supplies, and all property, other than real property, including equipment, materials,

excluded from the Contractor.

where the work is sufficiently complete, the services are

The Contractor, "the other party to any Contract with the City,

Transportation necessary for the proper performance of the Contractor.

by all. The signature of the documents is included by the Contractor, and when is called for by the Contractor, shall be understood to refer

General Conditions, Supplementary General Specifications, other Specifications included in Project Manual, Drawings, all Addenda issued during the Bid Period, and

Proposals and Invitations for bids and all enamorations, tuitions which the Contractor or the Contractor.

Contract Documents: All documents relative to the Contract including (where used) Requests for

4.3

4.2

4.1

4.0

4.9

4.7

4.6

4.5

4.4
The Contractor's Breach and the City's Remedies:

10. Suspension or Termination. The City may, at its option and without prejudice to any other rights or remedies available to it, by giving written notice to the Contractor, suspend or terminate the performance of the Contract or any part thereof, in the event of a material breach of the Contract or any part thereof by the Contractor.

9. Suspension of Work. No right to suspend or terminate the Contractor under the Contract shall be waived by the Contractor or by any other person or party.

The City may, at its option and without prejudice to any other rights or remedies available to it, by giving written notice to the Contractor, suspend or terminate the performance of the Contract or any part thereof in the event of a material breach of the Contract or any part thereof by the Contractor.

Definitions:

8.3 Default. The following shall constitute events of default under the Contract:

(a) Failure to perform or to perform in accordance with the terms of the Contract.
(b) Failure to comply with any of the terms of the Contract.
(c) Failure to provide the agreed-on work within the specified time.
(d) Failure to provide the agreed-on work within the specified quality.
(e) Failure to provide the agreed-on work within the specified quantity.

8.2 Force Majeure. If the Contractor is prevented from performing the Contract due to a Force Majeure event, the Contractor shall be authorized to extend the time for performance of the Contract.

8.1 Without Cause. The City may terminate this Contract on seven (7) calendar days' notice, without prejudice to any other rights or remedies available to the City, for any reason at the City's sole discretion.

Termination and Default:

- The Contractor's Breach and the City's Remedies:
- Suspension or Termination: The City may, at its option and without prejudice to any other rights or remedies available to it, by giving written notice to the Contractor, suspend or terminate the performance of the Contract or any part thereof, in the event of a material breach of the Contract or any part thereof by the Contractor.
- Suspension of Work: No right to suspend or terminate the Contractor under the Contract shall be waived by the Contractor or by any other person or party.

Definitions:

- Default: The following shall constitute events of default under the Contract:
  - Failure to perform or to perform in accordance with the terms of the Contract.
  - Failure to comply with any of the terms of the Contract.
  - Failure to provide the agreed-on work within the specified time.
  - Failure to provide the agreed-on work within the specified quality.
  - Failure to provide the agreed-on work within the specified quantity.
- Force Majeure: If the Contractor is prevented from performing the Contract due to a Force Majeure event, the Contractor shall be authorized to extend the time for performance of the Contract.
- Without Cause: The City may terminate this Contract on seven (7) calendar days' notice, without prejudice to any other rights or remedies available to the City, for any reason at the City's sole discretion.
Section 494A (Regulation or the Commonwealth by All Contractors of Goods or Services fulfilling by General

13. Certification of Tax Compliance:

This contract must include a certification of tax compliance executed by the Contractor and required by General

12. Certificates of Interest:

order, whether by the Contractor, his agents, employees, or subcontractors, in accordance with the requirements of General.

11.4. The Contractor shall indemnify and hold harmless the City, its officers, agents, and employees, against any claims, suits, actions, or proceedings, or any expense, loss, or damage, resulting from the performance or non-performance of this work, including any liability for personal injury or property damage

11.3. The Contractor shall comply with all federal, state and local laws, rules, regulations, policies, and ordinances applicable to the work performed pursuant to this contract, including without limitation any applicable law or regulation controlling the power of the Commonwealth or any local government entity.

11.2. Wherever applicable law mandates the inclusion of any contract term into a unilateral agreement, the contract will be construed and governed by the provisions of applicable federal, state, and local law.
18. Liability of Public Officers:

Any employee of the Commonwealth of Massachusetts who is criminally liable under this clause shall be subject to the penalties and remedies provided by the laws of the Commonwealth of Massachusetts and the laws of the United States. The Commissioner shall have all the powers and responsibilities of a public officer under the laws of the Commonwealth of Massachusetts and the laws of the United States.

19. Indemnification:

The Commissioner shall indemnify, defend, and save harmless any official, employee, agent, or representative of the City or any other agency, department, or official of the Commonwealth of Massachusetts, and any other person who may be indemnified under this clause.

17. Condition of Employment:

The Commissioner's salary shall be determined by the City Council, and the Commissioner shall be paid in accordance with the provisions of this clause.

16. Condition of Employment in Emergency:

In the event of an emergency declared by the Mayor of the City, the Commissioner shall have the power to exercise all the powers and duties of the Commissioner during the emergency, subject to the approval of the City Council.

15. Assistance:

The Commissioner shall have all the powers and duties of any other officer or employee under this clause.

14. Non-Discrimination:

The Commissioner shall carry out the obligations of this clause in compliance with all federal, state, and local antidiscrimination laws and regulations.
Workers' Compensation and shall provide that the City shall receive written notice of any claim filed with any carrier. All insurance policies shall identify the City as an additional insured except:

Performance of the Work.

Damage, loss and expense resulting from exposure to any casualty liability to the City or any of its employees or agents, except such damages as will be covered by the amount of insurance or other coverage provided as security or protection of such employee or agent in connection with the performance of the work. The extent of such insurance coverage is to comply with the minimum coverage requirements as follows:

- The amount of the above provisions regarding insurance is to cover the work with their limits of liability of $2 Million per occurrence and $10 Million per accident.
- The City shall provide for any motor vehicles used in performing the work with a minimum of $2 Million per occurrence and $10 Million per accident.
- The other business requirements:

20.2 Workers' Compensation Insurance:

The Contractor shall furnish to the City a certificate evidencing such insurance prior to the execution of this contract. Failure to provide and continue in force such insurance during the period of this contract shall be deemed a material breach of this contract, shall operate as an immediate termination thereof, and Contractor shall indemnify the City for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

By the terms of the City's insurance policy, any employee of the City is included in the policy as an insured against liability for any injury or death caused by the performance of the work. The Contractor shall furnish written evidence of such insurance to the City's insurance carrier. Failure to provide such evidence shall be deemed a material breach of the contract. Failure to provide such evidence shall be deemed a material breach of the contract, shall operate as an immediate termination thereof, and Contractor shall indemnify the City for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

Rental of any property or insurance provided by the Contractor under this Contract.

The provisions provided shall not be deemed to be released, waived, or modified by any respect.
The Contractor shall perform the work in accordance with the plans and specifications of the work, and shall submit any claims or disputes for any work performed in connection with the work. Any dispute arising out of the work shall be resolved in accordance with the terms of this contract. The Contractor shall indemnify and hold harmless the City from any claims, losses, or damages arising out of the performance of the work, except as provided herein.

2. Insurance Requirements:

The Contractor shall maintain insurance in accordance with the terms of the contract and all applicable laws and regulations.

2.1. Workers' Compensation:

The Contractor shall maintain workers' compensation insurance in accordance with the laws of the State of New York.

2.2. Errors and Omissions Insurance:

The Contractor shall maintain errors and omissions insurance in accordance with the terms of the contract.

2.3. Public Liability Insurance:

The Contractor shall maintain public liability insurance in accordance with the terms of the contract.

2.4. Property Damage Insurance:

The Contractor shall maintain property damage insurance in accordance with the terms of the contract.

2.5. Professional Liability Insurance:

The Contractor shall maintain professional liability insurance in accordance with the terms of the contract.

2.6. Subcontractor Insurance:

The Contractor shall require all subcontractors to maintain insurance in accordance with the terms of the contract.

2.7. Surety Bonds:

The Contractor shall obtain surety bonds as required by the terms of the contract.

2.8. Bond Amounts:

The amount of each bond shall be as set forth in the contract.

2.9. Bond Form:

The form of each bond shall be as approved by the City.

2.10. Bond Delivery:

Each bond shall be delivered to the City in accordance with the terms of the contract.

2.11. Insurance Exclusions:

The Contractor shall notify the City of any changes in insurance coverage, including the cancellation or non-renewal of any insurance policy.

2.12. Insurance Audits:

The Contractor shall permit any independent auditor to perform an audit of the insurance coverage at any time upon request.

2.13. Insurance Policy:

The Contractor shall maintain a copy of each insurance policy on file with the City.

2.14. Insurance Deductibles:

The Contractor shall be responsible for all insurance deductibles.

2.15. Insurance Coverage:

The Contractor shall maintain insurance coverage as required by the terms of the contract.

2.16. Insurance Renewals:

The Contractor shall renew all insurance policies in accordance with the terms of the contract.

2.17. Insurance Cancellation:

The Contractor shall give the City 30 days notice prior to the cancellation of any insurance policy.

2.18. Insurance Replacement:

If any insurance policy is replaced, the Contractor shall provide the City with a copy of the new policy.

2.19. Insurance Noncompliance:

If the Contractor fails to maintain the required insurance, the City may suspend or cancel the contract.

2.20. Insurance Noncompliance Notice:

Notice of any insurance noncompliance shall be provided to the Contractor in writing.

2.21. Insurance Noncompliance Resolution:

The Contractor shall correct any insurance noncompliance within 30 days of receipt of notice.

2.22. Independent Contractor:

The Contractor shall be responsible for any insurance required for subcontractors.

2.23. Insurance Ordinance:

The Contractor shall comply with all local insurance ordinances.

2.24. Insurance Hearings:

The Contractor shall allow the City to participate in any insurance hearings.

2.25. Insurance Records:

The Contractor shall maintain records of all insurance policies and certificates.

2.26. Insurance Audits:

The Contractor shall allow the City to audit the insurance coverage at any time.
Hereafter shall be deemed sufficient if sent to the address or to the person or party as set forth on a Party or Parties or addressed to the City of the Commonwealth of Massachusetts. Any notice or demand under the provisions of this contract to be given or served by either of the parties hereto upon the other party or parties shall be in writing and signed in the name of or on behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual service or of the mailing of such notice.

28. Notices

District Court sitting in the Commonwealth

maintained in the court of the Commonwealth sitting in Bristol County, Massachusetts, or the United States District Court for the District of Massachusetts. Any proceedings or actions relating to the subject matter contained herein shall be brought and

This contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

27. Form and Choice of Law

arbitration and shall remain in full force and effect

jurisdiction of the authority, arbitration, or agreement of the Commonwealth shall not be

If any term or condition of this contract is held invalid, illegal, or unenforceable by a court of competent

26. Severability

several shall constitute a waiver of any subsequent or prior or breach or a violation of a similar or different

no part of any subsequent or prior or breach or a violation of a similar or different nature.

Preference of Indemnity in any form or manner by a party shall not be construed as a waiver, nor in any

only by written agreement of the parties hereto.

To the extent allowed by law, any term, condition, duty, or obligation contained in this contract may be waived

By written agreement of the parties hereto. Any amendment of a term, condition, covenant, duty, or obligation contained in this contract may be made only

25. Waiver and Amendment

written notice of any disputed invoice amount and shall pay the amount not in dispute.

 seventy (70) days from the due date of each invoice. The City shall give prompt

Conceivable for work accepted by the City during the invoiced month. The City shall make all reasonable efforts
describe the work performed and accepted by the City during the invoiced month. The City will promptly

Conceivable shall invoice the City for services rendered or goods provided pursuant. Invoices shall clearly

24. Payment

Compensation and other data relating to all matters covered by this contract.

on matters of all accounts, invoices, invoices, materials, products, records of personal, conditions of

shall be made available in the office of the City for ten (10) business days and as often as the City may deem it reasonably necessary, there

23. Audit Inspection and Recordkeeping
IN WITNESS WHEREOF, the parties hereof have set their hands and executed this an instrument under seal.

Agreements, representations and warranties are set out in and shall not be modified or amended except as noted in the materials described. This contract supersedes all prior agreements between the parties with respect to the matters described. This contract incorporates all documents, agreements, communications hereunder referenced, constitutes the entire agreement.

This contract is binding upon the parties hereto, their successors, assigns and legal representatives.