

**STATE OF MICHIGAN**  
**DEPARTMENT OF MANAGEMENT AND BUDGET**  
**PURCHASING OPERATIONS**  
**P.O. BOX 30026, LANSING, MI 48909**  
 OR  
**530 W. ALLEGAN, LANSING, MI 48933**

October 3, 2008

**NOTICE**  
**OF**  
**CONTRACT NO. 071B9200009**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF CONTRACTOR  <b>Gordon Food Service, Inc.</b> <b>P.O. Box 1787</b> <b>Grand Rapids, MI 49501</b>  Email: marla.mitchell@gfs.com	TELEPHONE (616) 717-4374 <b>Marla Mitchell</b>
	CONTRACTOR NUMBER/MAIL CODE
	BUYER/CA (517) 373-7374 <b>Joan Bosheff</b>
Contract Compliance Inspector: Joan Bosheff <b>Prime Vendor Food and Supplies--Statewide (HPS #99—School Food Purchasing Program)</b>	
CONTRACT PERIOD: From: <b>October 7, 2008</b> To: <b>June 30, 2010</b>	
TERMS <p style="text-align: center;"><b>Per the attached</b></p>	SHIPMENT <p style="text-align: center;"><b>Per the attached</b></p>
F.O.B. <p style="text-align: center;"><b>Delivered</b></p>	SHIPPED FROM <p style="text-align: center;"><b>N/A</b></p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;"><b>\$400.00 weekly order</b></p>	
MISCELLANEOUS INFORMATION:	

**The terms and conditions of this Contract are those of HPS Contract #99. In the event of any conflicts between the specifications, and terms and conditions, indicated by the State and those indicated by the vendor, those of the State take precedence.**

**Estimated Contract Value: \$2,600,000.00**

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**THIS IS NOT AN ORDER:** This Contract Agreement is awarded on the basis of award of HPS Contract #99. Orders for delivery will be issued directly by the various State agencies through the issuance of a Purchase Order Form.

All terms and conditions of the invitation to bid are made a part hereof.

<b>FOR THE CONTRACTOR:</b>  <b>Gordon Food Service, Inc.</b> _____ Firm Name  _____ Authorized Agent Signature  _____ Authorized Agent (Print or Type)  _____ Date	<b>FOR THE STATE:</b>  _____ Signature <b>Anthony J. Des Chenes, Division</b> <b>Direction</b> _____ Name/Title <b>Commodities Division, Purchasing</b> <b>Operations</b> _____ Division  _____ Date
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**STATE OF MICHIGAN**  
**Department of Management and Budget**  
**Purchasing Operations**

Contract #071B9200009  
Prime Vendor Food and Supplies

Buyer Name: Joan Bosheff  
Telephone Number: (517) 373-7374  
E-Mail Address: bosheffj@michigan.gov

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Attachment A, Pricing

Attachment B, Committed Purchasing Program Form



## DEFINITIONS

“Days” means calendar days unless otherwise specified.

“24x7x365” means 24 hours a day, seven days a week, and 365 days a year (including the 366th day in a leap year).

“Additional Service” means any Services/Deliverables within the scope of the Contract, but not specifically provided under any Statement of Work, that once added will result in the need to provide the Contractor with additional consideration.

“Audit Period” has the meaning given in **Section 2.093**.

“Business Day,” whether capitalized or not, shall mean any day other than a Saturday, Sunday or State-recognized legal holiday (as identified in the Collective Bargaining Agreement for State employees) from 8:00am EST through 5:00pm EST unless otherwise stated.

“Blanket Purchase Order” is an alternate term for Contract and is used in the States computer system.

“Business Critical” means any function identified in any Statement of Work as Business Critical.

“Chronic Failure” is defined in any applicable Service Level Agreements.

“Deleted – Not Applicable” means that section is not applicable or included in this RFP. This is used as a placeholder to maintain consistent numbering.

“Deliverable” means physical goods and/or commodities as required or identified by a Statement of Work

“DMB” means the Michigan Department of Management and Budget

“Environmentally preferable products” means a product or service that has a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. Such products or services may include, but are not limited to, those which contain recycled content, minimize waste, conserve energy or water, and reduce the amount of toxics either disposed of or consumed.

“Excusable Failure” has the meaning given in **Section 2.214**.

“Hazardous material” means any material defined as hazardous under the latest version of federal Emergency Planning and Community Right-to-Know Act of 1986 (including revisions adopted during the term of the Contract).

“Incident” means any interruption in Services.

“ITB” is a generic term used to describe an Invitation to Bid. The ITB serves as the document for transmitting the RFP to potential bidders

“Key Personnel” means any Personnel designated in **Section 1.031** as Key Personnel.

“New Work” means any Services/Deliverables outside the scope of the Contract and not specifically provided under any Statement of Work, that once added will result in the need to provide the Contractor with additional consideration.



“Ozone-depleting substance” means any substance the Environmental Protection Agency designates in 40 CFR part 82 as: (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or (2) Class II, including, but not limited to, hydrochlorofluorocarbons.

“Post-Consumer Waste” means any product generated by a business or consumer which has served its intended end use, and which has been separated or diverted from solid waste for the purpose of recycling into a usable commodity or product, and which does not include post-industrial waste.

“Post-Industrial Waste” means industrial by-products which would otherwise go to disposal and wastes generated after completion of a manufacturing process, but does not include internally generated scrap commonly returned to industrial or manufacturing processes.

“Recycling” means the series of activities by which materials that are no longer useful to the generator are collected, sorted, processed, and converted into raw materials and used in the production of new products. This definition excludes the use of these materials as a fuel substitute or for energy production.

“Reuse” means using a product or component of municipal solid waste in its original form more than once.

“RFP” means a Request for Proposal designed to solicit proposals for services.

“Services” means any function performed for the benefit of the State.

“Source reduction” means any practice that reduces the amount of any hazardous substance, pollutant, or contaminant entering any waste stream or otherwise released into the environment prior to recycling, energy recovery, treatment, or disposal.

“State Location” means any physical location where the State performs work. State Location may include state-owned, leased, or rented space.

“Subcontractor” means a company Contractor delegates performance of a portion of the Services to, but does not include independent contractors engaged by Contractor solely in a staff augmentation role.

“Unauthorized Removal” means the Contractor’s removal of Key Personnel without the prior written consent of the State.

“Waste prevention” means source reduction and reuse, but not recycling.

“Waste reduction”, or “pollution prevention” means the practice of minimizing the generation of waste at the source and, when wastes cannot be prevented, utilizing environmentally sound on-site or off-site reuse and recycling. The term includes equipment or technology modifications, process or procedure modifications, product reformulation or redesign, and raw material substitutions. Waste treatment, control, management, and disposal are not considered pollution prevention, per the definitions under Part 143, Waste Minimization, of the Natural Resources and Environmental Protection Act (NREPA), 1994 PA 451, as amended.

“Work in Progress” means a Deliverable that has been partially prepared, but has not been presented to the State for Approval.

“Work Product” refers to any data compilations, reports, and other media, materials, or other objects or works of authorship created or produced by the Contractor as a result of an in furtherance of performing the services required by this Contract.



## **Article 1 – Statement of Work (SOW)**

### **1.010 Project Identification**

#### **1.011 Project Request**

This Contract is a Prime Vendor Contract. The purpose of this Contract is to provide various food and disposable paper products and supplies to various State of Michigan agencies, primarily the Department of Human Services (DHS). This contract is based on the Hospital Purchasing Service (HPS) School Food Purchasing Program (HPS Agreement #99).

#### **1.012 Background—Deleted, Not Applicable**

### **1.020 Scope of Work and Deliverables**

#### **1.021 In Scope**

The State of Michigan requires a contract for various food and disposable paper products and supplies. The Contractor shall provide the food and disposal paper products and supplies as specified and deliver and deliver in the time frame specified below.

#### **1.022 Work and Deliverable—Deleted, Not Applicable**

### **1.030 Roles and Responsibilities**

#### **1.031 Contractor Staff, Roles, and Responsibilities**

The Contractor has the capacity to receive orders electronically, by phone, facsimile, and by written order. Contractors shall have internal controls, approved by Purchasing Operations, to insure that authorized individuals with the State place orders. The Contractor shall verify orders that have quantities that appear to be abnormal or excessive.

It is the preference of the State of Michigan that the Contractor have an accessible customer service department with an individual specifically assigned to State of Michigan accounts. It is the preference of the State of Michigan that the Contractor has experienced sales representatives make timely personal visits to State accounts. The Contractor's customer service must respond to State agency inquiries promptly. It is the preference of the State of Michigan that the Contractor provides a statewide toll-free number for customer service calls.

Any supplies and services to be furnished under this contract shall be ordered by issuance of a purchase order, unless otherwise defined within the Contract. Orders will be issued by the various State agencies.

All purchase orders are subject to the terms and conditions of the Contract . In the event of a conflict between a purchase order and the contract, the contract shall control.

If mailed, a purchase order is considered "issued" when the State deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods.

**1.040 Project Plan****1.041 Project Plan Management**

The Contractor will carry out this project under the direction and control of the Department of Management and Budget (DMB), Purchasing Operations.

**1.042 Reports**

The Contractor shall have the capability of preparing reports as needed for managing this contract at the request of DMB, Purchasing Operations.

**1.050 Acceptance****1.051 Criteria**

The following criteria will be used by the State to determine Acceptance of the Services or Deliverables provided under this SOW:

The various State agencies will review various food and disposable paper products and supplies and approve acceptance of goods upon delivery.

**1.052 Final Acceptance—Deleted, Not Applicable****1.060 Pricing****1.061 Pricing**

See Attachment A for current price list.

Net Firm Price List is firm in six (6) month increments. The net firm price list is effective July 1, 2008, through December 31, 2008. All successive price changes to the net firm price list must be submitted for advisory committee approval prior to implementation and will be subject to annualized CPI indexes and possible semester bids.

Additional school items will be priced on a cost plus a fixed fee basis with price changes contingent upon the CPI increases or decreases. These items could change on a weekly basis (i.e., dairy, produce, etc.) or monthly basis (i.e., grocery, canned goods, etc.) following the CPI index.

All other items will be determined using competitive school pricing with prospective price redetermination tied to the market index (CPI).

GFS Committed Purchasing Incentive:

An HPS member that agrees to commit 90% of its purchasing, by dollar volume, to Gordon Food Service will receive a 1% committed volume rebate on all purchases from GFS. The rebate shall be paid bi-annually (December and June). A 90% commitment level indicates all commercial products are being purchased from GFS. Milk, dairy and bread products could constitute the other 10% of volume. HPS members must sign the attached Committed Purchasing Program Form (Attachment B) to participate in this incentive. This form must be signed and returned to GFS before any purchasing volume will be tracked for the rebate.



Payment terms will be determined on an individual basis. GFS is offering a 1% 10-day quick pay discount invoices that are paid electronically to GFS. The types of electronic payment include EDI, Easy Pay, and GFS My Account. If the intention of the State agencies is to pay GFS electronically, then the appropriate e-payment form must be completed and provided with State's sales person prior to the discount offering. This type of payment is the only payment that allows members to deduct the 1% prior to payment.

For State agencies not processing payment to GFS electronically, a quick pay monthly rebate will be offered. GFS will calculate monthly the average days to pay and if the monthly payment average is 12 days or less, a 1% rebate credit will be issued. Quick pay rebates will be calculated using a DSO method.

If GFS is not contacted to receive payment via one of the above electronic options, the State agencies will automatically be enrolled in the monthly rebate incentive. Accounts must be within payment terms before an incentive will be paid. Any incurred finance charges will be withheld from any rebate.

HPS will perform quarterly audits of the pricing mechanisms.

#### **1.062 Price Term**

Prices quoted are the maximum for a period of 180 days increments. The current net firm price list is firm from July 1, 2008, through December 31, 2008. All successive price changes to the net firm price list must be submitted for advisory committee approval prior to implementation and will be subject to annualized CPI indexes and possible semester bids.

#### **1.063 Tax Excluded from Price**

(a) Sales Tax: For purchases made directly by the State, the State is exempt from State and Local Sales Tax. Prices must not include the taxes. Exemption Certificates for State Sales Tax will be furnished upon request.

(b) Federal Excise Tax: The State may be exempt from Federal Excise Tax, or the taxes may be reimbursable, if articles purchased under any resulting Contract are used for the State's exclusive use. Certificates showing exclusive use for the purposes of substantiating a tax-free, or tax-reimbursable sale will be sent upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, prices must not include the Federal Excise Tax.

#### **1.064 Holdback—Deleted, Not Applicable**

#### **1.070 Commodity Requirements and Terms**

##### ***Product Quality***

#### **1.0701 Specifications**

Definite Specifications - All commodities and/or services to be furnished hereunder shall conform to the specifications as noted in the attached Item Listing, Attachment A.

#### **1.0702 Alternate Bids—Deleted, Not Applicable**

#### **1.0703 Research and Development—Deleted, Not Applicable**

#### **1.0704 Quality Assurance Program—Deleted, Not Applicable**



**1.0705 Warranty for Products or Services—Deleted, Not Applicable**

**1.0706 Training**

The Contractor shall provide training to individual agencies, when necessary, on aspects of ordering, shipping, billing, and receiving. At the request of the Contract Administrator, the Contractor shall provide in-service training to agency personnel on products, installation, and product safety issues. The Contractor shall also provide agency training jointly with the State as needed during the period covered by the contract at no additional charge.

**1.0707 Special Programs**

GFS School Seminars: The GFS Symposiums may be held throughout the GFS marketing area and are available to HPS members. These seminars are designed for school directors and managers, focusing on the current trends and offering ideas and products that fit these trends. If offered, these seminars will count for Continuing Education Credits for the American School Food Service Association.

Nutritional Information specific to the product delivered to the member facility. This information is available 24 hours a day through GFS Plus for Windows and GFS Experience or hard copy in the Making the Grade publication. In addition to this technology, all customers have access to the GFS Nutrition Resource Center (NRC) via 800-968-4426 for any questions on nutrition or products. The NRC is staffed Monday through Friday from 8:00 a.m.—5:00 p.m. Jessica Butcher, RD is the lead RD for GFS School Customers.

Vendor Coupon Rebate Tracking: Vendor coupon rebate is a system that allows GFS to track purchases of all products with current manufacturer rebates. The purchases will be accumulated for the total effective period of the coupon. The GFS recap will accompany an original manufacturer coupon and the manufacturer will accept the recap as proof of purchase. The member must sign the original copy and submit for reimbursement.

**1.0708 Security**

The Contract may require frequent deliveries to State of Michigan facilities. The State will decide whether to issue State ID badges to the Contractor's delivery personnel. The State may decide to perform a security background check. If so, the Contractor will be required to provide to the State a list of all delivery people that will service State of Michigan facilities, including name and date of birth (social security number or driver license number would also be helpful).

The Contractor and its subcontractors shall comply with the security access requirements of individual State facilities; see section 2.051, Background Checks and Security.



### Delivery Capabilities

#### **1.709 Time Frames**

##### SKIP DAY ORDER ENTRY

All members will work with their Customer Development Specialist (CDS) or Inside Sales Team (IST) representative or through a Direct Order Entry system. There will be a day in between the order day and delivery day (skip day). Orders will be accepted from 7:00 a.m.-4:00 p.m. EST Monday through Friday. Holiday weeks will be the exception.

GFS Experience has the capability to send future orders that allow the State agencies to make and send an order when it is most convenient for the State and the GFS system will hold it until the appropriate day for delivery.

All State agencies will work with their CDS or IST delivery team to facilitate a delivery window appropriate to their facility.

Orders placed on Monday will be delivered on Wednesday.  
Orders placed on Tuesday will be delivered on Thursday.  
Orders placed on Wednesday will be delivered on Friday.  
Orders placed on Thursday will be delivered on Monday.  
Orders placed on Friday will be delivered on Tuesday.

#### **1.0710 Minimum Order**

The minimum order is \$400.00 once a week.

#### **1.0711 Packaging**

The Contractor is requested to provide packaging that most closely meets these packaging sizes. However, bidders can submit alternates. The State reserves the right of final approval on packaging offered by the bidder.

Packaging and containers, etc., shall be in accordance with supplier's commercial practice and shall meet the requirements of Department of Transportation (D.O.T.) and rail and motor carrier freight classifications in effect at time of shipment, which will permit application of the lowest freight rate.

#### **1.0712 Palletizing**

Shipments shall be palletized whenever possible and shall conform to the following:

- Manufacturer's standard 4-way shipping pallets are acceptable.
- Maximum height: 5'6"; including pallet.
- Maximum weight: 3500 pounds; including pallet.
- Pallets are to be securely banded or shrink-wrapped.
- The cost of palletizing must be included in the unit price.

#### **1.0713 Delivery Term**

Prices are "F.O.B. Delivered" with transportation charges prepaid on all weekly orders of \$400.00 or more to the various State agencies.



1.0714 Contract Performance—Deleted, Not Applicable

1.0715 Place of Performance—Deleted, Not Applicable

1.0716 Environmental Requirements

I. Recycled Content and Recyclability

A. Recycled Packaging. The Contractor may offer some or all of the following items listed below or provide alternative proposal as to how packaging materials can be reduced, eliminated or otherwise made more environmentally preferable. It is desirable that the Contractor offer packaging which:

- a. is made from recycled content which meets or exceeds all federal and state recycled content guidelines (currently 35% post-consumer for all corrugated cardboard)
- b. minimizes or eliminates the use of polystyrene or other difficult to recycle materials
- c. minimizes or eliminates the use packaging and containers and, in the alternative, minimizes or eliminates the use of non-recyclable packaging and containers
- d. provides for a return program where packaging can be returned to a specific location for recycling
- e. contains materials which are easily recyclable in Michigan.

II. Materials Identification and Tracking

A. Hazardous Material Identification. ‘Hazardous material’, as used in this clause, includes any material defined as hazardous under the latest version of federal Emergency Planning and Community Right-to-Know Act of 1986 (including revisions adopted during the term of the contract).

B. Mercury Content. It is the clear intent of state agencies to avoid purchasing products that contain intentionally-added mercury whenever possible. The Contractor shall offer mercury-free product alternatives whenever available. Should mercury-free alternatives not exist, as presently is the case with a few select products and devices such as fluorescent lamps or where the alternative is not yet cost competitive, such as dental amalgam, the Contractor shall offer the lowest mercury content available for a given application.

C. Brominated Flame Retardants (BFR). The Contractor shall disclose whether the products being offered contain toxic flame retardants. The Contractor is encouraged to provide BFR-free alternatives when available.

D. Ozone Depleting Substances

‘Ozone-depleting substance’, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as:

- (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
- (2) Class II, including, but not limited to, hydrochlorofluorocarbons.

The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR part 82, Subpart E, as follows:



‘Warning: Contains (or manufactured with, if applicable) \_\_\_\_\_ (insert the name of the substance(s)), a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.’

**A. Clean Air and Water**

The Contractor certifies that any facility to be used in the performance of this contract has all the necessary environmental permits and is in consistent compliance with all applicable environmental requirements and has no outstanding unresolved violations.

The Contractor will immediately notify the state, before award, of the receipt of any communication from the Environmental Protection Agency or any state environmental agency, of civil or criminal enforcement for any facility that the vendor proposes to use in the performance of this contract.

**B. Emergency Planning and Community Right-to-Know Reporting - By signing this Contract, the Contractor certifies that:**

(1) The owner or operator of each facility that will be used in the performance of this contract is in compliance with the filing and reporting requirements described in sections 302, 304, 311, 312 and 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001, et. seq.) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101, et. seq.). EPCRA filing and reporting requirements include emergency planning notification, release reporting, hazardous chemical inventory reporting, and toxic chemical release inventory (TRI) reporting.

(2) The owner or operator of each facility that will be used in the performance of this contract will maintain compliance with the filing and reporting requirements described in sections 302, 304, 311, 312 and 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001, et. seq.) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101, et. seq.) for the life of the contract.

**1.0717 Subcontractors—Deleted, Not Applicable**

**1.0718 Reports and Meetings—Deleted, Not Applicable**

**1.0719 Samples/Models—Deleted, Not Applicable**

**1.080 Additional Requirements and Conditions**

**1.81 Fuel Surcharge**

Rising energy costs will necessitate that a fuel surcharge be implemented. The Contractor will adhere to the industry standards of a quarterly assessment. The surcharge will be adjusted based upon weekly reporting, reviewed quarterly, for “Retail Diesel Prices” as published by the Energy Information Administration (EIA), a division of the United States Department of Energy.

The diesel cost will be based on the U.S. Average for Retail On-Highway Diesel Price per Gallon for the continental United States as published by the United States Energy Information Agency (website <http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp>.) or another similar index reasonably chosen by HPS. The average of the diesel cost for the first ten weeks of a calendar quarter will apply to the next quarter.

No fuel surcharge would be implemented without 30 days prior notice to HPS. Any surcharge change after implementation would come with 15 days notice to HPS with implementation only at the new semester change date.



## Article 2, Terms and Conditions

### 2.000 Contract Structure and Term

#### 2.001 Contract Term

This Contract is for a period of 21 months beginning October 1, 2008, through June 30, 2010. All outstanding Purchase Orders must also expire upon the termination (cancellation for any of the reasons listed in **Section 2.130**) of the Contract, unless otherwise extended under the Contract. Absent an early termination for any reason, Purchase Orders issued but not expired, by the end of the Contract's stated term, will remain in effect for the balance of the fiscal year for which they were issued.

#### 2.002 Options to Renew

This Contract may be renewed in writing by mutual agreement of the parties not less than 30 days before its expiration. The Contract may be renewed for up to two additional one-year periods.

#### 2.003 Legal Effect

Contractor shall show acceptance of this Contract by signing two copies of the Contract and returning them to the Contract Administrator. The Contractor shall not proceed with the performance of the work to be done under the Contract, including the purchase of necessary materials, until both parties have signed the Contract to show acceptance of its terms, and the Contractor receives a contract release/purchase order that authorizes and defines specific performance requirements.

Except as otherwise agreed in writing by the parties, the State assumes no liability for costs incurred by Contractor or payment under this Contract, until Contractor is notified in writing that this Contract (or Change Order) has been approved by the State Administrative Board (if required), approved and signed by all the parties, and a Purchase Order against the Contract has been issued.

#### 2.004 Attachments & Exhibits

All Attachments and Exhibits affixed to any and all Statement(s) of Work, or appended to or referencing this Contract, are incorporated in their entirety and form part of this Contract.

#### 2.005 Ordering

The State will issue a written Purchase Order, Blanket Purchase Order, Direct Voucher or Procurement Card Order, which must be approved by the Contract Administrator or the Contract Administrator's designee, to order any Services/Deliverables under this Contract. All orders are subject to the terms and conditions of this Contract. No additional terms and conditions contained on either a Purchase Order or Blanket Purchase Order apply unless they are also specifically contained in that Purchase Order's or Blanket Purchase Order's accompanying Statement of Work. Exact quantities to be purchased are unknown; however, the Contractor will be required to furnish all such materials and services as may be ordered during the CONTRACT period. Quantities specified, if any, are estimates based on prior purchases, and the State is not obligated to purchase in these or any other quantities.

#### 2.006 Order of Precedence

(a) The Contract, including any Statements of Work and Exhibits, to the extent not contrary to the Contract, each of which is incorporated for all purposes, constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior agreements, whether written or oral, with respect to the subject matter and as additional terms and conditions on the purchase order must apply as limited by **Section 2.005**.

(b) In the event of any inconsistency between the terms of the Contract and a Statement of Work, the terms of the Statement of Work will take precedence (as to that Statement of Work only); provided, however, that a Statement of Work may not modify or amend the terms of the Contract, which may be modified or amended only by a formal Contract amendment.



### 2.007 Headings

Captions and headings used in the Contract are for information and organization purposes. Captions and headings, including inaccurate references, do not, in any way, define or limit the requirements or terms and conditions of the Contract.

### 2.008 Form, Function & Utility

If the Contract is for use of more than one State agency and if the Deliverable/Service does not meet the form, function, and utility required by that State agency, that agency may, subject to State purchasing policies, procure the Deliverable/Service from another source.

### 2.009 Reformation and Severability

Each provision of the Contract is severable from all other provisions of the Contract and, if one or more of the provisions of the Contract is declared invalid, the remaining provisions of the Contract remain in full force and effect.

### 2.010 Consents and Approvals

Except as expressly provided otherwise in the Contract, if either party requires the consent or approval of the other party for the taking of any action under the Contract, the consent or approval must be in writing and must not be unreasonably withheld or delayed.

### 2.011 No Waiver of Default

If a party fails to insist upon strict adherence to any term of the Contract then the party has not waived the right to later insist upon strict adherence to that term, or any other term, of the Contract.

### 2.012 Survival

Any provisions of the Contract that impose continuing obligations on the parties, including without limitation the parties' respective warranty, indemnity and confidentiality obligations, survive the expiration or termination of the Contract for any reason. Specific references to survival in the Contract are solely for identification purposes and not meant to limit or prevent the survival of any other section.

### 2.020 Contract Administration

#### 2.021 Issuing Office

This Contract is issued by the Department of Management and Budget, Purchasing Operations, hereafter known as Purchasing Operation, for the State of Michigan, hereafter known as State. Purchasing Operations is the sole point of contact in the State with regard to all procurement and contractual matters relating to the Contract. Purchasing Operations **is the only State office authorized to change, modify, amend, alter or clarify the prices, specifications, terms and conditions of this Contract.** The Contractor Administrator within Purchasing Operations for this Contract is:

Joan Bosheff, Buyer Specialist  
Purchasing Operations  
Department of Management and Budget  
Mason Bldg, 2nd Floor  
P.O. Box 30026  
Lansing, MI 48909  
Telephone: (517) 373-7374  
Email: [bosheffj@michigan.gov](mailto:bosheffj@michigan.gov)

#### 2.022 Contract Compliance Inspector (CCI)

After DMB-PurchOps receives the properly executed Contract, it is anticipated that the Director of Purchasing Operations will direct the person named below, or any other person so designated, to monitor and coordinate the activities for the Contract on a day-to-day basis during its term. However, monitoring



of this Contract implies **no authority to change, modify, clarify, amend, or otherwise alter the prices, terms, conditions and specifications of the Contract as that authority is retained by DMB Purchasing Operations.** The Contract Compliance Inspector for this Contract is:

Joan Bosheff, Buyer Specialist  
Purchasing Operations  
Department of Management and Budget  
Mason Bldg, 2nd Floor  
P.O. Box 30026  
Lansing, MI 48909  
Telephone: (517) 373-7374  
Email: [bosheffj@michigan.gov](mailto:bosheffj@michigan.gov)

**2.023 Project Manager—Deleted, Not Applicable**

**2.024 Change Requests**

The State reserves the right to request from time to time any changes to the requirements and specifications of the Contract and the work to be performed by the Contractor under the Contract. During the course of ordinary business, it may become necessary for the State to discontinue certain business practices or create Additional Services/Deliverables. At a minimum, to the extent applicable, the State would like the Contractor to provide a detailed outline of all work to be done, including tasks necessary to accomplish the services/deliverables, timeframes, listing of key personnel assigned, estimated hours for each individual per task, and a complete and detailed cost justification.

If the Contractor does not so notify the State, the Contractor has no right to claim thereafter that it is entitled to additional compensation for performing that service or providing that deliverable.

Change Requests:

- (a) By giving Contractor written notice within a reasonable time, the State must be entitled to accept a Contractor proposal for Change, to reject it, or to reach another agreement with Contractor. Should the parties agree on carrying out a Change, a written Contract Change Notice must be prepared and issued under this Contract, describing the Change and its effects on the Services and any affected components of this Contract (a “Contract Change Notice”).
- (b) No proposed Change must be performed until the proposed Change has been specified in a duly executed Contract Change Notice issued by the Department of Management and Budget, Purchasing Operations.
- (c) If the State requests or directs the Contractor to perform any activities that Contractor believes constitute a Change, the Contractor must notify the State that it believes the requested activities are a Change before beginning to work on the requested activities. If the Contractor fails to notify the State before beginning to work on the requested activities, then the Contractor waives any right to assert any claim for additional compensation or time for performing the requested activities. If the Contractor commences performing work outside the scope of this Contract and then ceases performing that work, the Contractor must, at the request of the State, retract any out-of-scope work that would adversely affect the Contract.

**2.025 Notices**

Any notice given to a party under the Contract must be deemed effective, if addressed to the party as addressed below, upon: (i) delivery, if hand delivered; (ii) receipt of a confirmed transmission by facsimile if a copy of the notice is sent by another means specified in this Section; (iii) the third Business Day after being sent by U.S. mail, postage pre-paid, return receipt requested; or (iv) the next Business Day after being sent by a nationally recognized overnight express courier with a reliable tracking system.

**2.026 Binding Commitments**

Representatives of Contractor must have the authority to make binding commitments on Contractor's behalf within the bounds set forth in the table. Contractor may change the representatives from time to time upon written notice.

**2.027 Relationship of the Parties**

The relationship between the State and Contractor is that of client and independent contractor. No agent, employee, or servant of Contractor or any of its Subcontractors must be or must be deemed to be an employee, agent or servant of the State for any reason. Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and Subcontractors during the performance of the Contract.

**2.028 Covenant of Good Faith**

Each party must act reasonably and in good faith. Unless stated otherwise in the Contract, the parties will not unreasonably delay, condition or withhold the giving of any consent, decision or approval that is either requested or reasonably required of them in order for the other party to perform its responsibilities under the Contract.

**2.029 Assignments**

(a) Neither party may assign the Contract, or assign or delegate any of its duties or obligations under the Contract, to any other party (whether by operation of law or otherwise), without the prior written consent of the other party; provided, however, that the State may assign the Contract to any other State agency, department, division or department without the prior consent of Contractor and Contractor may assign the Contract to an affiliate so long as the affiliate is adequately capitalized and can provide adequate assurances that the affiliate can perform the Contract. The State may withhold consent from proposed assignments, subcontracts, or novations when the transfer of responsibility would operate to decrease the State's likelihood of receiving performance on the Contract or the State's ability to recover damages.

(b) Contractor may not, without the prior written approval of the State, assign its right to receive payments due under the Contract. If the State permits an assignment, the Contractor is not relieved of its responsibility to perform any of its contractual duties, and the requirement under the Contract that all payments must be made to one entity continues.

(c) If the Contractor intends to assign the contract or any of the Contractor's rights or duties under the Contract, the Contractor must notify the State in writing at least 90 days before the assignment. The Contractor also must provide the State with adequate information about the assignee within a reasonable amount of time before the assignment for the State to determine whether to approve the assignment.

**2.030 General Provisions****2.031 Media Releases**

News releases (including promotional literature and commercial advertisements) pertaining to the RFP and Contract or project to which it relates shall not be made without prior written State approval, and then only in accordance with the explicit written instructions from the State. No results of the activities associated with the Contract are to be released without prior written approval of the State and then only to persons designated.

**2.032 Contract Distribution**

Purchasing Operations retains the sole right of Contract distribution to all State agencies unless other arrangements are authorized by Purchasing Operations.



### **2.033 Permits**

Contractor must obtain and pay any associated costs for all required governmental permits, licenses and approvals for the delivery, installation and performance of the Services. The State must pay for all costs and expenses incurred in obtaining and maintaining any necessary easements or right of way.

### **2.034 Website Incorporation**

The State is not bound by any content on the Contractor's website, even if the Contractor's documentation specifically referenced that content and attempts to incorporate it into any other communication, unless the State has actual knowledge of the content and has expressly agreed to be bound by it in a writing that has been manually signed by an authorized representative of the State.

### **2.035 Future Bidding Preclusion**

Contractor acknowledges that, to the extent this Contract involves the creation, research, investigation or generation of a future RFP, it may be precluded from bidding on the subsequent RFP. The State reserves the right to disqualify any bidder if the State determines that the bidder has used its position (whether as an incumbent Contractor, or as a Contractor hired to assist with the RFP development, or as a Vendor offering free assistance) to gain a competitive advantage on the RFP.

### **2.036 Freedom of Information**

All information in any proposal submitted to the State by Contractor and this Contract is subject to the provisions of the Michigan Freedom of Information Act, 1976 Public Act No. 442, as amended, MCL 15.231, et seq (the "FOIA").

### **2.037 Disaster Recovery**

Contractor and the State recognize that the State provides essential services in times of natural or man-made disasters. Therefore, except as so mandated by Federal disaster response requirements, Contractor personnel dedicated to providing Services/Deliverables under this Contract will provide the State with priority service for repair and work around in the event of a natural or man-made disaster.

## **2.040 Financial Provisions**

### **2.041 Fixed Prices for Services/Deliverables**

Each Statement of Work or Purchase Order issued under this Contract shall specify (or indicate by reference to the appropriate Contract Exhibit) the firm, fixed prices for all Services/Deliverables, and the associated payment milestones and payment amounts. The State may make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts approved by the Contract Administrator, after negotiation. Contractor must show verification of measurable progress at the time of requesting progress payments.

### **2.042 Adjustments for Reductions in Scope of Services/Deliverables**

If the scope of the Services/Deliverables under any Statement of Work issued under this Contract is subsequently reduced by the State, the parties shall negotiate an equitable reduction in Contractor's charges under such Statement of Work commensurate with the reduction in scope.

### **2.043 Services/Deliverables Covered**

For all Services/Deliverables to be provided by Contractor (and its Subcontractors, if any) under this Contract, the State shall not be obligated to pay any amounts in addition to the charges specified in this Contract.

### **2.044 Invoicing and Payment – In General**

(a) Each Statement of Work issued under this Contract shall list (or indicate by reference to the appropriate Contract Exhibit) the prices for all Services/Deliverables, equipment and commodities to be provided, and the associated payment milestones and payment amounts.



(b) Each Contractor invoice will show details as to charges by Service/Deliverable component and location at a level of detail reasonably necessary to satisfy the State's accounting and charge-back requirements. Invoices for Services performed on a time and materials basis will show, for each individual, the number of hours of Services performed during the billing period, the billable skill/labor category for such person and the applicable hourly billing rate. Prompt payment by the State is contingent on the Contractor's invoices showing the amount owed by the State minus any holdback amount to be retained by the State in accordance with **Section 1.064**.

(c) Correct invoices will be due and payable by the State, in accordance with the State's standard payment procedure as specified in 1984 Public Act No. 279, MCL 17.51 et seq., within 45 days after receipt, provided the State determines that the invoice was properly rendered.

(d) All invoices should reflect actual work done. Specific details of invoices and payments will be agreed upon between the Contract Administrator and the Contractor after the proposed Contract Agreement has been signed and accepted by both the Contractor and the Director of Purchasing Operations, Department of Management & Budget. This activity will occur only upon the specific written direction from Purchasing Operations.

The specific payment schedule for any Contract entered into, as the State and the Contractor(s) will mutually agree upon. The schedule should show payment amount and should reflect actual work done by the payment dates, less any penalty cost charges accrued by those dates. As a general policy statements shall be forwarded to the designated representative by the 15th day of the following month.

The Government may make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts approved by the Contract Administrator, after negotiation. Contractor must show verification of measurable progress at the time of requesting progress payments.

**2.045 Pro-ration—Deleted, Not Applicable**

**2.046 Antitrust Assignment**

The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

**2.047 Final Payment—Not Applicable**

**2.048 Electronic Payment Requirement**

Electronic transfer of funds is required for payments on State Contracts. Contractors are required to register with the State electronically at <http://www.cpeexpress.state.mi.us>. As stated in Public Act 431 of 1984, all contracts that the State enters into for the purchase of goods and services shall provide that payment will be made by electronic fund transfer (EFT).

**2.050 Taxes**

**2.051 Employment Taxes**

Contractors are expected to collect and pay all applicable federal, state, and local employment taxes, including the taxes.

**2.052 Sales and Use Taxes**

Contractors are required to be registered and to remit sales and use taxes on taxable sales of tangible personal property or services delivered into the State. Contractors that lack sufficient presence in Michigan to be required to register and pay tax must do so as a volunteer. This requirement extends to: (1) all members of any controlled group as defined in § 1563(a) of the Internal Revenue Code and applicable regulations of which the company is a member, and (2) all organizations under common control as defined in § 414(c) of the Internal Revenue Code and applicable regulations of which the



company is a member that make sales at retail for delivery into the State are registered with the State for the collection and remittance of sales and use taxes. In applying treasury regulations defining “two or more trades or businesses under common control” the term “organization” means sole proprietorship, a partnership (as defined in § 701(a)(2) of the Internal Revenue Code), a trust, an estate, a corporation, or a limited liability company.

### **2.060 Contract Management**

#### **2.061 Contractor Personnel Qualifications**

All persons assigned by Contractor to the performance of Services under this Contract must be employees of Contractor or its majority-owned (directly or indirectly, at any tier) subsidiaries (or a State-approved Subcontractor) and must be fully qualified to perform the work assigned to them. Contractor must include a similar provision in any subcontract entered into with a Subcontractor. For the purposes of this Contract, independent contractors engaged by Contractor solely in a staff augmentation role must be treated by the State as if they were employees of Contractor for this Contract only; however, the State understands that the relationship between Contractor and Subcontractor is an independent contractor relationship.

#### **2.062 Contractor Key Personnel**

- (a) The Contractor must provide the Contract Compliance Inspector with the names of the Key Personnel.
- (b) Key Personnel must be dedicated as defined in the Statement of Work to the Project for its duration in the applicable Statement of Work with respect to other individuals designated as Key Personnel for that Statement of Work.
- (c) The State will have the right to recommend and approve in writing the initial assignment, as well as any proposed reassignment or replacement, of any Key Personnel. Before assigning an individual to any Key Personnel position, Contractor will notify the State of the proposed assignment, will introduce the individual to the appropriate State representatives, and will provide the State with a resume and any other information about the individual reasonably requested by the State. The State reserves the right to interview the individual before granting written approval. In the event the State finds a proposed individual unacceptable, the State will provide a written explanation including reasonable detail outlining the reasons for the rejection.
- (d) Contractor must not remove any Key Personnel from their assigned roles or the Contract without the prior written consent of the State. The Contractor’s removal of Key Personnel without the prior written consent of the State is an unauthorized removal (“Unauthorized Removal”). Unauthorized Removals does not include replacing Key Personnel for reasons beyond the reasonable control of Contractor, including illness, disability, leave of absence, personal emergency circumstances, resignation or for cause termination of the Key Personnel’s employment. Unauthorized Removals does not include replacing Key Personnel because of promotions or other job movements allowed by Contractor personnel policies or Collective Bargaining Agreement(s) as long as the State receives prior written notice before shadowing occurs and Contractor provides 30 days of shadowing unless parties agree to a different time period. The Contractor with the State must review any Key Personnel replacements, and appropriate transition planning will be established. Any Unauthorized Removal may be considered by the State to be a material breach of the Contract, in respect of which the State may elect to exercise its termination and cancellation rights.
- (e) The Contractor must notify the Contract Compliance Inspector and the Contract Administrator at least 10 business days before redeploying non-Key Personnel, who are dedicated to primarily to the Project, to other projects. If the State does not object to the redeployment by its scheduled date, the Contractor may then redeploy the non-Key Personnel.

#### **2.063 Re-assignment of Personnel at the State’s Request**

The State reserves the right to require the removal from the Project of Contractor personnel found, in the judgment of the State, to be unacceptable. The State’s request must be written with reasonable detail



outlining the reasons for the removal request. Additionally, the State's request must be based on legitimate, good-faith reasons. Replacement personnel for the removed person must be fully qualified for the position. If the State exercises this right, and the Contractor cannot immediately replace the removed personnel, the State agrees to an equitable adjustment in schedule or other terms that may be affected by the State's required removal. If any incident with removed personnel results in delay not reasonably anticipatable under the circumstances and which is attributable to the State, the applicable SLAs for the affected Service will not be counted for a time as agreed to by the parties.

**2.064 Contractor Personnel Location**

All staff assigned by Contractor to work on the Contract will perform their duties either primarily at Contractor's offices and facilities or at State facilities. Without limiting the generality of the foregoing, Key Personnel will, at a minimum, spend at least the amount of time on-site at State facilities as indicated in the applicable Statement of Work. Subject to availability, selected Contractor personnel may be assigned office space to be shared with State personnel.

**2.065 Contractor Identification**

Contractor employees must be clearly identifiable while on State property by wearing a State-issued badge, as required. Contractor employees are required to clearly identify themselves and the company they work for whenever making contact with State personnel by telephone or other means.

**2.066 Cooperation with Third Parties**

Contractor agrees to cause its personnel and the personnel of any Subcontractors to cooperate with the State and its agents and other contractors including the State's Quality Assurance personnel. As reasonably requested by the State in writing, the Contractor will provide to the State's agents and other contractors reasonable access to Contractor's Project personnel, systems and facilities to the extent the access relates to activities specifically associated with this Contract and will not interfere or jeopardize the safety or operation of the systems or facilities. The State acknowledges that Contractor's time schedule for the Contract is very specific and agrees not to unnecessarily or unreasonably interfere with, delay or otherwise impeded Contractor's performance under this Contract with the requests for access.

**2.067 Contract Management Responsibilities**

The Contractor will be required to assume responsibility for all contractual activities, whether or not that Contractor performs them. Further, the State will consider the Contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Contract. If any part of the work is to be subcontracted, the Contract must include a list of subcontractors, including firm name and address, contact person and a complete description of work to be subcontracted. The State reserves the right to approve subcontractors and to require the Contractor to replace subcontractors found to be unacceptable. The Contractor is totally responsible for adherence by the subcontractor to all provisions of the Contract. Any change in subcontractors must be approved by the State, in writing, prior to such change.

**2.068 Contractor Return of State Equipment/Resources**

The Contractor must return to the State any State-furnished equipment, facilities and other resources when no longer required for the Contract in the same condition as when provided by the State, reasonable wear and tear excepted.

**2.070 Subcontracting by Contractor**

**2.071 Contractor Full Responsibility**

Contractor shall have full responsibility for the successful performance and completion of all of the Services and Deliverables. The State will consider Contractor to be the sole point of contact with regard to all contractual matters under this Contract, including payment of any and all charges for Services and Deliverables.



### 2.072 State Consent to Delegation

Contractor shall not delegate any duties under this Contract to a Subcontractor unless the Department of Management and Budget, Purchasing Operations has given written consent to such delegation. The State shall have the right of prior written approval of all Subcontractors and to require Contractor to replace any Subcontractors found, in the reasonable judgment of the State, to be unacceptable. The State's request shall be written with reasonable detail outlining the reasons for the removal request. Additionally, the State's request shall be based on legitimate, good-faith reasons. Replacement Subcontractor(s) for the removed Subcontractor shall be fully qualified for the position. If the State exercises this right, and the Contractor cannot immediately replace the removed Subcontractor, the State will agree to an equitable adjustment in schedule or other terms that may be affected by the State's required removal. If any such incident with a removed Subcontractor results in delay not reasonable anticipatable under the circumstances and which is attributable to the State, the applicable SLA for the affected Work will not be counted in time agreed upon by the parties.

### 2.073 Subcontractor Bound to Contract

In any subcontracts entered into by Contractor for the performance of the Services, Contractor shall require the Subcontractor, to the extent of the Services to be performed by the Subcontractor, to be bound to Contractor by the terms of this Contract and to assume toward Contractor all of the obligations and responsibilities that Contractor, by this Contract, assumes toward the State. The State reserves the right to receive copies of and review all subcontracts, although Contractor may delete or mask any proprietary information, including pricing, contained in such contracts before providing them to the State. The management of any Subcontractor will be the responsibility of Contractor, and Contractor shall remain responsible for the performance of its Subcontractors to the same extent as if Contractor had not subcontracted such performance. Contractor shall make all payments to Subcontractors or suppliers of Contractor. Except as otherwise agreed in writing by the State and Contractor, the State will not be obligated to direct payments for the Services other than to Contractor. The State's written approval of any Subcontractor engaged by Contractor to perform any obligation under this Contract shall not relieve Contractor of any obligations or performance required under this Contract. Attached as **Exhibit A** is a list of the Subcontractors, if any, approved by the State as of the execution of this Contract, together with a copy of the applicable subcontract.

### 2.074 Flow Down

Except where specifically approved in writing by the State on a case-by-case basis, Contractor shall flow down the obligations in **Sections 2.031, 2.060, 2.100, 2.110, 2.120, 2.130, 2.200** in all of its agreements with any Subcontractors.

### 2.075 Competitive Selection

The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the Contract.

### 2.080 State Responsibilities

#### 2.081 Equipment—Deleted, Not Applicable

#### 2.082 Facilities—Deleted, Not Applicable

### 2.090 Security

#### 2.091 Background Checks

On a case-by-case basis, the State may investigate the Contractor's personnel before they may have access to State facilities and systems. The scope of the background check is at the discretion of the State and the results will be used to determine Contractor personnel eligibility for working within State facilities and systems. The investigations will include Michigan State Police Background checks (ICHAT) and may



include the National Crime Information Center (NCIC) Finger Prints. Contractor personnel may be required to complete and submit an RI-8 Fingerprint Card for the NCIC Finger Print Check. Any request for background checks will be initiated by the State and will be reasonably related to the type of work requested.

All Contractor personnel will also be expected to comply with the State's security and acceptable use policies for State IT equipment and resources. See <http://www.michigan.gov/dit>. Furthermore, Contractor personnel will be expected to agree to the State's security and acceptable use policies before the Contractor personnel will be accepted as a resource to perform work for the State. It is expected the Contractor will present these documents to the prospective employee before the Contractor presents the individual to the State as a proposed resource. Contractor staff will be expected to comply with all Physical Security procedures in place within the facilities where they are working.

### **2.092 Security Breach Notification**

If the Contractor breaches this Section, the Contractor must (i) promptly cure any deficiencies and (ii) comply with any applicable federal and state laws and regulations pertaining to unauthorized disclosures. Contractor and the State will cooperate to mitigate, to the extent practicable, the effects of any breach, intrusion, or unauthorized use or disclosure. Contractor must report to the State in writing any use or disclosure of Confidential Information, whether suspected or actual, other than as provided for by the Contract within 10 days of becoming aware of the use or disclosure or the shorter time period as is reasonable under the circumstances.

### **2.093 PCI Data Security Requirements**

Contractors with access to credit/debit card cardholder data must adhere to the Payment Card Industry (PCI) Data Security requirements. Contractor agrees that they are responsible for security of cardholder data in their possession. Contractor agrees that data can ONLY be used for assisting the State in completing a transaction, supporting a loyalty program, supporting the State, providing fraud control services, or for other uses specifically required by law.

Contractor agrees to provide business continuity in the event of a major disruption, disaster or failure. The Contractor will contact the State immediately to advise them of any breaches in security where card data has been compromised. In the event of a security intrusion, the Contractor agrees the Payment Card Industry representative, or a Payment Card Industry approved third party, will be provided with full cooperation and access to conduct a thorough security review. The review will validate compliance with the Payment Card Industry Data Security Standard for protecting cardholder data.

Contractor agrees to properly dispose sensitive cardholder data when no longer needed. The Contractor will continue to treat cardholder data as confidential upon contract termination.

The Contractor will provide the State documentation showing PCI Data Security certification has been achieved. The Contractor will advise the State of all failures to comply with the PCI Data Security Requirements. Failures include, but are not limited to system scans and self-assessment questionnaires. The Contractor will provide a time line for corrective action.

## **2.100 Confidentiality**

### **2.101 Confidentiality**

Contractor and the State each acknowledge that the other possesses and will continue to possess confidential information that has been developed or received by it. As used in this Section, "Confidential Information" of Contractor must mean all non-public proprietary information of Contractor (other than Confidential Information of the State as defined below) which is marked confidential, restricted, proprietary or with a similar designation. "Confidential Information" of the State must mean any information which is retained in confidence by the State (or otherwise required to be held in confidence



by the State under applicable federal, state and local laws and regulations) or which, in the case of tangible materials provided to Contractor by the State under its performance under this Contract, is marked as confidential, proprietary or with a similar designation by the State. “Confidential Information” excludes any information (including this Contract) that is publicly available under the Michigan FOIA.

### **2.102 Protection and Destruction of Confidential Information**

The State and Contractor will each use at least the same degree of care to prevent disclosing to third parties the Confidential Information of the other as it employs to avoid unauthorized disclosure, publication or dissemination of its own confidential information of like character, but in no event less than reasonable care. Neither Contractor nor the State will (i) make any use of the Confidential Information of the other except as contemplated by this Contract, (ii) acquire any right in or assert any lien against the Confidential Information of the other, or (iii) if requested to do so, refuse for any reason to promptly return the other party's Confidential Information to the other party. Each party will limit disclosure of the other party's Confidential Information to employees and Subcontractors who must have access to fulfill the purposes of this Contract. Disclosure to, and use by, a Subcontractor is permissible where (A) use of a Subcontractor is authorized under this Contract, (B) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the Subcontractor's scope of responsibility, and (C) Contractor obligates the Subcontractor in a written Contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor and of any Subcontractor having access or continued access to the State's Confidential Information may be required to execute an acknowledgment that the employee has been advised of Contractor's and the Subcontractor's obligations under this Section and of the employee's obligation to Contractor or Subcontractor, as the case may be, to protect the Confidential Information from unauthorized use or disclosure.

Promptly upon termination or cancellation of the Contract for any reason, Contractor must certify to the State that Contractor has destroyed all State Confidential Information.

### **2.103 Exclusions**

Notwithstanding the foregoing, the provisions of **Section 2.080** will not apply to any particular information which the State or Contractor can demonstrate (i) was, at the time of disclosure to it, in the public domain; (ii) after disclosure to it, is published or otherwise becomes part of the public domain through no fault of the receiving party; (iii) was in the possession of the receiving party at the time of disclosure to it without an obligation of confidentiality; (iv) was received after disclosure to it from a third party who had a lawful right to disclose the information to it without any obligation to restrict its further disclosure; or (v) was independently developed by the receiving party without reference to Confidential Information of the furnishing party. Further, the provisions of **Section 2.080** will not apply to any particular Confidential Information to the extent the receiving party is required by law to disclose the Confidential Information, provided that the receiving party (i) promptly provides the furnishing party with notice of the legal request, and (ii) assists the furnishing party in resisting or limiting the scope of the disclosure as reasonably requested by the furnishing party.

### **2.104 No Implied Rights**

Nothing contained in this Section must be construed as obligating a party to disclose any particular Confidential Information to the other party, or as granting to or conferring on a party, expressly or impliedly, any right or license to the Confidential Information of the other party.

### **2.105 Respective Obligations**

The parties' respective obligations under this Section must survive the termination or expiration of this Contract for any reason.



## **2.110 Records and Inspections**

### **2.111 Inspection of Work Performed**

The State's authorized representatives must at all reasonable times and with 10 days prior written request, have the right to enter Contractor's premises, or any other places, where the Services are being performed, and must have access, upon reasonable request, to interim drafts of Deliverables or work-in-progress. Upon 10 Days prior written notice and at all reasonable times, the State's representatives must be allowed to inspect, monitor, or otherwise evaluate the work being performed and to the extent that the access will not reasonably interfere or jeopardize the safety or operation of the systems or facilities. Contractor must provide all reasonable facilities and assistance for the State's representatives.

### **2.112 Examination of Records**

For seven years after the Contractor provides any work under this Contract (the "Audit Period"), the State may examine and copy any of Contractor's books, records, documents and papers pertinent to establishing Contractor's compliance with the Contract and with applicable laws and rules. The State must notify the Contractor 20 days before examining the Contractor's books and records. The State does not have the right to review any information deemed confidential by the Contractor to the extent access would require the confidential information to become publicly available. This provision also applies to the books, records, accounts, documents and papers, in print or electronic form, of any parent, affiliated or subsidiary organization of Contractor, or any Subcontractor of Contractor performing services in connection with the Contract.

### **2.113 Retention of Records**

Contractor must maintain at least until the end of the Audit Period all pertinent financial and accounting records (including time sheets and payroll records, and information pertaining to the Contract and to the Services, equipment, and commodities provided under the Contract) pertaining to the Contract according to generally accepted accounting principles and other procedures specified in this Section. Financial and accounting records must be made available, upon request, to the State at any time during the Audit Period. If an audit, litigation, or other action involving Contractor's records is initiated before the end of the Audit Period, the records must be retained until all issues arising out of the audit, litigation, or other action are resolved or until the end of the Audit Period, whichever is later.

### **2.114 Audit Resolution**

If necessary, the Contractor and the State will meet to review each audit report promptly after issuance. The Contractor will respond to each audit report in writing within 30 days from receipt of the report, unless a shorter response time is specified in the report. The Contractor and the State must develop, agree upon and monitor an action plan to promptly address and resolve any deficiencies, concerns, and/or recommendations in the audit report.

### **2.115 Errors**

- (a) If the audit demonstrates any errors in the documents provided to the State, then the amount in error must be reflected as a credit or debit on the next invoice and in subsequent invoices until the amount is paid or refunded in full. However, a credit or debit may not be carried for more than four invoices. If a balance remains after four invoices, then the remaining amount will be due as a payment or refund within 45 days of the last quarterly invoice that the balance appeared on or termination of the contract, whichever is earlier.
- (b) In addition to other available remedies, the difference between the payment received and the correct payment amount is greater than 10%, then the Contractor must pay all of the reasonable costs of the audit.



## 2.120 Warranties

### 2.121 Warranties and Representations

The Contractor represents and warrants:

- (a) It is capable in all respects of fulfilling and must fulfill all of its obligations under this Contract. The performance of all obligations under this Contract must be provided in a timely, professional, and workman-like manner and must meet the performance and operational standards required under this Contract.
- (b) The Contract Appendices, Attachments and Exhibits identify the equipment and software and services necessary for the Deliverable(s) to perform and Services to operate in compliance with the Contract's requirements and other standards of performance.
- (c) It is the lawful owner or licensee of any Deliverable licensed or sold to the State by Contractor or developed by Contractor under this Contract, and Contractor has all of the rights necessary to convey to the State the ownership rights or licensed use, as applicable, of any and all Deliverables. None of the Deliverables provided by Contractor to the State under this Contract, nor their use by the State, will infringe the patent, copyright, trade secret, or other proprietary rights of any third party.
- (d) If, under this Contract, Contractor procures any equipment, software or other Deliverable for the State (including equipment, software and other Deliverables manufactured, re-marketed or otherwise sold by Contractor under Contractor's name), then in addition to Contractor's other responsibilities with respect to the items in this Contract, Contractor must assign or otherwise transfer to the State or its designees, or afford the State the benefits of, any manufacturer's warranty for the Deliverable.
- (e) The contract signatory has the power and authority, including any necessary corporate authorizations, necessary to enter into this Contract, on behalf of Contractor.
- (f) It is qualified and registered to transact business in all locations where required.
- (g) Neither the Contractor nor any Affiliates, nor any employee of either, has, must have, or must acquire, any contractual, financial, business, or other interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of its duties and responsibilities to the State under this Contract or otherwise create an appearance of impropriety with respect to the award or performance of this Agreement. Contractor must notify the State about the nature of the conflict or appearance of impropriety within two days of learning about it.
- (h) Neither Contractor nor any Affiliates, nor any employee of either has accepted or must accept anything of value based on an understanding that the actions of the Contractor or Affiliates or employee on behalf of the State would be influenced. Contractor must not attempt to influence any State employee by the direct or indirect offer of anything of value.
- (i) Neither Contractor nor any Affiliates, nor any employee of either has paid or agreed to pay any person, other than bona fide employees and consultants working solely for Contractor or the Affiliate, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.
- (j) The prices proposed by Contractor were arrived at independently, without consultation, communication, or agreement with any other bidder for the purpose of restricting competition; the prices quoted were not knowingly disclosed by Contractor to any other bidder; and no attempt was made by Contractor to induce any other person to submit or not submit a proposal for the purpose of restricting competition.



(k) All financial statements, reports, and other information furnished by Contractor to the State as part of its response to the RFP or otherwise in connection with the award of this Contract fairly and accurately represent the business, properties, financial condition, and results of operations of Contractor as of the respective dates, or for the respective periods, covered by the financial statements, reports, other information. Since the respective dates or periods covered by the financial statements, reports, or other information, there have been no material adverse change in the business, properties, financial condition, or results of operations of Contractor.

(l) All written information furnished to the State by or for the Contractor in connection with this Contract, including its bid, is true, accurate, and complete, and contains no untrue statement of material fact or omits any material fact necessary to make the information not misleading.

(m) It is not in material default or breach of any other contract or agreement that it may have with the State or any of its departments, commissions, boards, or agencies. Contractor further represents and warrants that it has not been a party to any contract with the State or any of its departments that was terminated by the State or the department within the previous five years for the reason that Contractor failed to perform or otherwise breached an obligation of the contract.

(n) If any of the certifications, representations, or disclosures made in the Contractor's original bid response change after contract award, the Contractor is required to report those changes immediately to the Department of Management and Budget, Purchasing Operations.

#### **2.122 Warranty of Merchantability**

Goods provided by Contractor under this agreement shall be merchantable. All goods provided under this Contract shall be of good quality within the description given by the State, shall be fit for their ordinary purpose, shall be adequately contained and packaged within the description given by the State, shall conform to the agreed upon specifications, and shall conform to the affirmations of fact made by the Contractor or on the container or label.

#### **2.123 Warranty of Fitness for a Particular Purpose**

When the Contractor has reason to know or knows any particular purpose for which the goods are required, and the State is relying on the Contractor's skill or judgment to select or furnish suitable goods, there is a warranty that the goods are fit for such purpose.

#### **2.124 Warranty of Title—Deleted, Not Applicable**

#### **2.125 Equipment Warranty—Deleted, Not Applicable**

#### **2.126 Equipment to be New—Deleted, Not Applicable**

#### **2.127 Prohibited Products**

The State will not accept salvage, distressed, outdated or discontinued merchandise. Shipping of such merchandise to any State agency, as a result of an order placed against the Contract, shall be considered default by the Contractor of the terms and conditions of the Contract and may result in cancellation of the Contract by the State. The brand and product number offered for all items shall remain consistent for the term of the Contract, unless Purchasing Operations has approved a change order pursuant to **Section 2.024**.

#### **2.128 Consequences For Breach**

In addition to any remedies available in law, if the Contractor breaches any of the warranties contained in this section, the breach may be considered as a default in the performance of a material obligation of this Contract.



**2.130 Insurance**

**2.131 Liability Insurance**

The Contractor must provide proof of the minimum levels of insurance coverage as indicated below. The insurance must protect the State from claims which may arise out of or result from the Contractor’s performance of services under the terms of this Contract, whether the services are performed by the Contractor, or by any subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.

The Contractor waives all rights against the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents for recovery of damages to the extent these damages are covered by the insurance policies the Contractor is required to maintain under this Contract.

All insurance coverages provided relative to this Contract/Purchase Order are PRIMARY and NON-CONTRIBUTING to any comparable liability insurance (including self-insurances) carried by the State.

The insurance must be written for not less than any minimum coverage specified in this Contract or required by law, whichever is greater.

The insurers selected by Contractor must have an A.M. Best rating of A or better, or as otherwise approved in writing by the State, or if the ratings are no longer available, with a comparable rating from a recognized insurance rating agency. All policies of insurance required in this Contract must be issued by companies that have been approved to do business in the State.

See [www.michigan.gov/dleg](http://www.michigan.gov/dleg).

Where specific limits are shown, they are the minimum acceptable limits. If Contractor’s policy contains higher limits, the State must be entitled to coverage to the extent of the higher limits.

The Contractor is required to pay for and provide the type and amount of insurance checked  below:

- 1. Commercial General Liability with the following minimum coverage:
  - \$2,000,000 General Aggregate Limit other than Products/Completed Operations
  - \$2,000,000 Products/Completed Operations Aggregate Limit
  - \$1,000,000 Personal & Advertising Injury Limit
  - \$1,000,000 Each Occurrence Limit

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSURED on the Commercial General Liability certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

- 2. If a motor vehicle is used to provide services or products under this Contract, the Contractor must have vehicle liability insurance on any auto including owned, hired and non-owned vehicles used in Contractor’s business for bodily injury and property damage as required by law.

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSURED on the vehicle liability certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.



3. Workers’ compensation coverage must be provided according to applicable laws governing the employees and employers work activities in the state of the Contractor’s domicile. If the applicable coverage is provided by a self-insurer, proof must be provided of approved self-insured authority by the jurisdiction of domicile. For employees working outside of the state of qualification, Contractor must provide appropriate certificates of insurance proving mandated coverage levels for the jurisdictions where the employees’ activities occur.

Any certificates of insurance received must also provide a list of states where the coverage is applicable.

The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company. This provision must not be applicable where prohibited or limited by the laws of the jurisdiction in which the work is to be performed.

4. Employers liability insurance with the following minimum limits:

- \$100,000 each accident
- \$100,000 each employee by disease
- \$500,000 aggregate disease

5. Employee Fidelity, including Computer Crimes, insurance naming the State as a loss payee, providing coverage for direct loss to the State and any legal liability of the State arising out of or related to fraudulent or dishonest acts committed by the employees of Contractor or its Subcontractors, acting alone or in collusion with others, in a minimum amount of one million dollars (\$1,000,000.00) with a maximum deductible of fifty thousand dollars (\$50,000.00).

6. Umbrella or Excess Liability Insurance in a minimum amount of ten million dollars (\$10,000,000.00), which must apply, at a minimum, to the insurance required in Subsection 1 (Commercial General Liability) above.

7. Professional Liability (Errors and Omissions) Insurance with the following minimum coverage: three million dollars (\$3,000,000.00) each occurrence and three million dollars (\$3,000,000.00) annual aggregate.

8. Fire and Personal Property Insurance covering against any loss or damage to the office space used by Contractor for any reason under this Contract, and the equipment, software and other contents of the office space, including without limitation, those contents used by Contractor to provide the Services to the State, up to its replacement value, where the office space and its contents are under the care, custody and control of Contractor. The policy must cover all risks of direct physical loss or damage, including without limitation, flood and earthquake coverage and coverage for computer hardware and software. The State must be endorsed on the policy as a loss payee as its interests appear.

**2.132 Subcontractor Insurance Coverage**

Except where the State has approved in writing a Contractor subcontract with other insurance provisions, Contractor must require all of its Subcontractors under this Contract to purchase and maintain the insurance coverage as described in this Section for the Contractor in connection with the performance of work by those Subcontractors. Alternatively, Contractor may include any Subcontractors under Contractor’s insurance on the coverage required in this Section. Subcontractor(s) must fully comply with the insurance coverage required in this Section. Failure of Subcontractor(s) to comply with insurance requirements does not limit Contractor’s liability or responsibility.

**2.133 Certificates of Insurance and Other Requirements**

Contractor must furnish to DMB-PurchOps, certificate(s) of insurance verifying insurance coverage or providing satisfactory evidence of self-insurance as required in this Section (the “Certificates”). The Certificate must be on the standard “accord” form or equivalent. **THE CONTRACT OR PURCHASE**



**ORDER NO. MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING.** All Certificate(s) are to be prepared and submitted by the Insurance Provider. All Certificate(s) must contain a provision indicating that coverages afforded under the policies WILL NOT BE CANCELLED, MATERIALLY CHANGED, OR NOT RENEWED without 30 days prior written notice, except for 10 days for non-payment of premium, having been given to the Director of Purchasing Operations, Department of Management and Budget. The notice must include the Contract or Purchase Order number affected. Before the Contract is signed, and not less than 20 days before the insurance expiration date every year thereafter, the Contractor must provide evidence that the State and its agents, officers and employees are listed as additional insureds under each commercial general liability and commercial automobile liability policy. In the event the State approves the representation of the State by the insurer's attorney, the attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

The Contractor must maintain all required insurance coverage throughout the term of the Contract and any extensions and, in the case of claims-made Commercial General Liability policies, must secure tail coverage for at least three years following the expiration or termination for any reason of this Contract. The minimum limits of coverage specified above are not intended, and must not be construed, to limit any liability or indemnity of Contractor under this Contract to any indemnified party or other persons. Contractor is responsible for all deductibles with regard to the insurance. If the Contractor fails to pay any premium for required insurance as specified in this Contract, or if any insurer cancels or significantly reduces any required insurance as specified in this Contract without the State's written consent, then the State may, after the State has given the Contractor at least 30 days written notice, pay the premium or procure similar insurance coverage from another company or companies. The State may deduct any part of the cost from any payment due the Contractor, or the Contractor must pay that cost upon demand by the State.

#### **2.140 Indemnification**

##### **2.141 General Indemnification**

To the extent permitted by law, the Contractor must indemnify, defend and hold harmless the State from liability, including all claims and losses, and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties), accruing or resulting to any person, firm or corporation that may be injured or damaged by the Contractor in the performance of this Contract and that are attributable to the negligence or tortious acts of the Contractor or any of its subcontractors, or by anyone else for whose acts any of them may be liable.

##### **2.142 Code Indemnification**

To the extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State from any claim, loss, or expense arising from Contractor's breach of the No Surreptitious Code Warranty.

##### **2.143 Employee Indemnification**

In any claims against the State of Michigan, its departments, divisions, agencies, sections, commissions, officers, employees and agents, by any employee of the Contractor or any of its subcontractors, the indemnification obligation under the Contract must not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the Contractor or any of its subcontractors under worker's disability compensation acts, disability benefit acts or other employee benefit acts. This indemnification clause is intended to be comprehensive. Any overlap in provisions, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other provisions.

##### **2.144 Patent/Copyright Infringement Indemnification**

To the extent permitted by law, the Contractor must indemnify, defend and hold harmless the State from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including



reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties) incurred in connection with any action or proceeding threatened or brought against the State to the extent that the action or proceeding is based on a claim that any piece of equipment, software, commodity or service supplied by the Contractor or its subcontractors, or the operation of the equipment, software, commodity or service, or the use or reproduction of any documentation provided with the equipment, software, commodity or service infringes any United States patent, copyright, trademark or trade secret of any person or entity, which is enforceable under the laws of the United States.

In addition, should the equipment, software, commodity, or service, or its operation, become or in the State's or Contractor's opinion be likely to become the subject of a claim of infringement, the Contractor must at the Contractor's sole expense (i) procure for the State the right to continue using the equipment, software, commodity or service or, if the option is not reasonably available to the Contractor, (ii) replace or modify to the State's satisfaction the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if the option is not reasonably available to Contractor, (iii) accept its return by the State with appropriate credits to the State against the Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

Notwithstanding the foregoing, the Contractor has no obligation to indemnify or defend the State for, or to pay any costs, damages or attorneys' fees related to, any claim based upon (i) equipment developed based on written specifications of the State; (ii) use of the equipment in a configuration other than implemented or approved in writing by the Contractor, including, but not limited to, any modification of the equipment by the State; or (iii) the combination, operation, or use of the equipment with equipment or software not supplied by the Contractor under this Contract.

#### **2.145 Continuation of Indemnification Obligations**

The Contractor's duty to indemnify under this Section continues in full force and effect, notwithstanding the expiration or early cancellation of the Contract, with respect to any claims based on facts or conditions that occurred before expiration or cancellation.

#### **2.146 Indemnification Procedures**

The procedures set forth below must apply to all indemnity obligations under this Contract.

(a) After the State receives notice of the action or proceeding involving a claim for which it will seek indemnification, the State must promptly notify Contractor of the claim in writing and take or assist Contractor in taking, as the case may be, any reasonable action to avoid the imposition of a default judgment against Contractor. No failure to notify the Contractor relieves the Contractor of its indemnification obligations except to the extent that the Contractor can prove damages attributable to the failure. Within 10 days following receipt of written notice from the State relating to any claim, the Contractor must notify the State in writing whether Contractor agrees to assume control of the defense and settlement of that claim (a "Notice of Election"). After notifying Contractor of a claim and before the State receiving Contractor's Notice of Election, the State is entitled to defend against the claim, at the Contractor's expense, and the Contractor will be responsible for any reasonable costs incurred by the State in defending against the claim during that period.

(b) If Contractor delivers a Notice of Election relating to any claim: (i) the State is entitled to participate in the defense of the claim and to employ counsel at its own expense to assist in the handling of the claim and to monitor and advise the State about the status and progress of the defense; (ii) the Contractor must, at the request of the State, demonstrate to the reasonable satisfaction of the State, the Contractor's financial ability to carry out its defense and indemnity obligations under this Contract; (iii) the Contractor must periodically advise the State about the status and progress of the defense and must obtain the prior written approval of the State before entering into any settlement of the claim or ceasing to defend against the claim and (iv) to the extent that any principles of Michigan governmental or public law may be involved or challenged, the State has the right, at its own expense, to control the defense of that



portion of the claim involving the principles of Michigan governmental or public law. But the State may retain control of the defense and settlement of a claim by notifying the Contractor in writing within 10 days after the State's receipt of Contractor's information requested by the State under clause (ii) of this paragraph if the State determines that the Contractor has failed to demonstrate to the reasonable satisfaction of the State the Contractor's financial ability to carry out its defense and indemnity obligations under this Section. Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. In the event the insurer's attorney represents the State under this Section, the insurer's attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

(c) If Contractor does not deliver a Notice of Election relating to any claim of which it is notified by the State as provided above, the State may defend the claim in the manner as it may deem appropriate, at the cost and expense of Contractor. If it is determined that the claim was one against which Contractor was required to indemnify the State, upon request of the State, Contractor must promptly reimburse the State for all the reasonable costs and expenses.

### **2.150 Termination/Cancellation**

#### **2.151 Notice and Right to Cure**

If the Contractor breaches the contract, and the State in its sole discretion determines that the breach is curable, then the State will provide the Contractor with written notice of the breach and a time period (not less than 30 days) to cure the Breach. The notice of breach and opportunity to cure is inapplicable for successive or repeated breaches or if the State determines in its sole discretion that the breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage, or destruction of any real or tangible personal property.

#### **2.152 Termination for Cause**

(a) The State may terminate this contract, for cause, by notifying the Contractor in writing, if the Contractor (i) breaches any of its material duties or obligations under this Contract (including a Chronic Failure to meet any particular SLA), or (ii) fails to cure a breach within the time period specified in the written notice of breach provided by the State

(b) If this Contract is terminated for cause, the Contractor must pay all costs incurred by the State in terminating this Contract, including but not limited to, State administrative costs, reasonable attorneys' fees and court costs, and any reasonable additional costs the State may incur to procure the Services/Deliverables required by this Contract from other sources. Re-procurement costs are not consequential, indirect or incidental damages, and cannot be excluded by any other terms otherwise included in this Contract, provided the costs are not in excess of 50% more than the prices for the Service/Deliverables provided under this Contract.

(c) If the State chooses to partially terminate this Contract for cause, charges payable under this Contract will be equitably adjusted to reflect those Services/Deliverables that are terminated and the State must pay for all Services/Deliverables for which Final Acceptance has been granted provided up to the termination date. Services and related provisions of this Contract that are terminated for cause must cease on the effective date of the termination.

(d) If the State terminates this Contract for cause under this Section, and it is determined, for any reason, that Contractor was not in breach of contract under the provisions of this section, that termination for cause must be deemed to have been a termination for convenience, effective as of the same date, and the rights and obligations of the parties must be limited to that otherwise provided in this Contract for a termination for convenience.



### **2.153 Termination for Convenience**

The State may terminate this Contract for its convenience, in whole or part, if the State determines that a termination is in the State's best interest. Reasons for the termination must be left to the sole discretion of the State and may include, but not necessarily be limited to (a) the State no longer needs the Services or products specified in the Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the Services no longer practical or feasible, (c) unacceptable prices for Additional Services or New Work requested by the State, or (d) falsification or misrepresentation, by inclusion or non-inclusion, of information material to a response to any RFP issued by the State. The State may terminate this Contract for its convenience, in whole or in part, by giving Contractor written notice at least 30 days before the date of termination. If the State chooses to terminate this Contract in part, the charges payable under this Contract must be equitably adjusted to reflect those Services/Deliverables that are terminated. Services and related provisions of this Contract that are terminated for cause must cease on the effective date of the termination.

### **2.154 Termination for Non-Appropriation**

(a) Contractor acknowledges that, if this Contract extends for several fiscal years, continuation of this Contract is subject to appropriation or availability of funds for this Contract. If funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available, the State must terminate this Contract and all affected Statements of Work, in whole or in part, at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The State must give Contractor at least 30 days advance written notice of termination for non-appropriation or unavailability (or the time as is available if the State receives notice of the final decision less than 30 days before the funding cutoff).

(b) If funding for the Contract is reduced by law, or funds to pay Contractor for the agreed-to level of the Services or production of Deliverables to be provided by Contractor are not appropriated or otherwise unavailable, the State may, upon 30 days written notice to Contractor, reduce the level of the Services or the change the production of Deliverables in the manner and for the periods of time as the State may elect. The charges payable under this Contract will be equitably adjusted to reflect any equipment, services or commodities not provided by reason of the reduction.

(c) If the State terminates this Contract, eliminates certain Deliverables, or reduces the level of Services to be provided by Contractor under this Section, the State must pay Contractor for all Work-in-Process performed through the effective date of the termination or reduction in level, as the case may be and as determined by the State, to the extent funds are available. This Section will not preclude Contractor from reducing or stopping Services/Deliverables or raising against the State in a court of competent jurisdiction, any claim for a shortfall in payment for Services performed or Deliverables finally accepted before the effective date of termination.

### **2.155 Termination for Criminal Conviction**

The State may terminate this Contract immediately and without further liability or penalty in the event Contractor, an officer of Contractor, or an owner of a 25% or greater share of Contractor is convicted of a criminal offense related to a State, public or private Contract or subcontract.

### **2.156 Termination for Approvals Rescinded**

The State may terminate this Contract if any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services under Constitution 1963, Article 11, § 5, and Civil Service Rule 7-1. In that case, the State will pay the Contractor for only the work completed to that point under the Contract. Termination may be in whole or in part and may be immediate as of the date of the written notice to Contractor or may be effective as of the date stated in the written notice.



### **2.157 Rights and Obligations upon Termination**

(a) If the State terminates this Contract for any reason, the Contractor must (a) stop all work as specified in the notice of termination, (b) take any action that may be necessary, or that the State may direct, for preservation and protection of Deliverables or other property derived or resulting from this Contract that may be in Contractor's possession, (c) return all materials and property provided directly or indirectly to Contractor by any entity, agent or employee of the State, (d) transfer title in, and deliver to, the State, unless otherwise directed, all Deliverables intended to be transferred to the State at the termination of the Contract and which are resulting from the Contract (which must be provided to the State on an "As-Is" basis except to the extent the amounts paid by the State in respect of the items included compensation to Contractor for the provision of warranty services in respect of the materials), and (e) take any action to mitigate and limit any potential damages, or requests for Contractor adjustment or termination settlement costs, to the maximum practical extent, including terminating or limiting as otherwise applicable those subcontracts and outstanding orders for material and supplies resulting from the terminated Contract.

(b) If the State terminates this Contract before its expiration for its own convenience, the State must pay Contractor for all charges due for Services provided before the date of termination and, if applicable, as a separate item of payment under this Contract, for Work In Process, on a percentage of completion basis at the level of completion determined by the State. All completed or partially completed Deliverables prepared by Contractor under this Contract, at the option of the State, becomes the State's property, and Contractor is entitled to receive equitable fair compensation for the Deliverables. Regardless of the basis for the termination, the State is not obligated to pay, or otherwise compensate, Contractor for any lost expected future profits, costs or expenses incurred with respect to Services not actually performed for the State.

(c) Upon a good faith termination, the State may assume, at its option, any subcontracts and agreements for services and deliverables provided under this Contract, and may further pursue completion of the Services/Deliverables under this Contract by replacement contract or otherwise as the State may in its sole judgment deem expedient.

### **2.158 Reservation of Rights**

Any termination of this Contract or any Statement of Work issued under it by a party must be with full reservation of, and without prejudice to, any rights or remedies otherwise available to the party with respect to any claims arising before or as a result of the termination.

### **2.160 Termination by Contractor**

#### **2.161 Termination by Contractor**

If the State breaches the Contract, and the Contractor in its sole discretion determines that the breach is curable, then the Contractor will provide the State with written notice of the breach and a time period (not less than 30 days) to cure the breach. The Notice of Breach and opportunity to cure is inapplicable for successive and repeated breaches.

The Contractor may terminate this Contract if the State (i) materially breaches its obligation to pay the Contractor undisputed amounts due and owing under this Contract, (ii) breaches its other obligations under this Contract to an extent that makes it impossible or commercially impractical for the Contractor to perform the Services, or (iii) does not cure the breach within the time period specified in a written notice of breach. But the Contractor must discharge its obligations under **Section 2.160** before it terminates the Contract.



### **2.170 Transition Responsibilities**

#### **2.171 Contractor Transition Responsibilities**

If the State terminates this contract, for convenience or cause, or if the Contract is otherwise dissolved, voided, rescinded, nullified, expires or rendered unenforceable, the Contractor agrees to comply with direction provided by the State to assist in the orderly transition of equipment, services, software, leases, etc. to the State or a third party designated by the State. If this Contract expires or terminates, the Contractor agrees to make all reasonable efforts to effect an orderly transition of services within a reasonable period of time that in no event will exceed 60 days. These efforts must include, but are not limited to, those listed in **Sections 2.141, 2.142, 2.143, 2.144, and 2.145.**

#### **2.172 Contractor Personnel Transition**

The Contractor must work with the State, or a specified third party, to develop a transition plan setting forth the specific tasks and schedule to be accomplished by the parties, to effect an orderly transition. The Contractor must allow as many personnel as practicable to remain on the job to help the State, or a specified third party, maintain the continuity and consistency of the services required by this Contract. In addition, during or following the transition period, in the event the State requires the Services of the Contractor's subcontractors or vendors, as necessary to meet its needs, Contractor agrees to reasonably, and with good-faith, work with the State to use the Services of Contractor's subcontractors or vendors. Contractor will notify all of Contractor's subcontractors of procedures to be followed during transition.

#### **2.173 Contractor Information Transition**

The Contractor agrees to provide reasonable detailed specifications for all Services/Deliverables needed by the State, or specified third party, to properly provide the Services/Deliverables required under this Contract. The Contractor will provide the State with asset management data generated from the inception of this Contract through the date on which this Contractor is terminated in a comma-delineated format unless otherwise requested by the State. The Contractor will deliver to the State any remaining owed reports and documentation still in Contractor's possession subject to appropriate payment by the State.

#### **2.174 Contractor Software Transition**

The Contractor must reasonably assist the State in the acquisition of any Contractor software required to perform the Services/use the Deliverables under this Contract. This must include any documentation being used by the Contractor to perform the Services under this Contract. If the State transfers any software licenses to the Contractor, those licenses must, upon expiration of the Contract, transfer back to the State at their current revision level. Upon notification by the State, Contractor may be required to freeze all non-critical changes to Deliverables/Services.

#### **2.175 Transition Payments**

If the transition results from a termination for any reason, reimbursement must be governed by the termination provisions of this Contract. If the transition results from expiration, the Contractor will be reimbursed for all reasonable transition costs (i.e. costs incurred within the agreed period after contract expiration that result from transition operations) at the rates agreed upon by the State. The Contractor will prepare an accurate accounting from which the State and Contractor may reconcile all outstanding accounts.

#### **2.176 State Transition Responsibilities**

In the event that this Contract is terminated, dissolved, voided, rescinded, nullified, or otherwise rendered unenforceable, the State agrees to perform the following obligations, and any others upon which the State and the Contractor agree:

- (a) Reconciling all accounts between the State and the Contractor;
- (b) Completing any pending post-project reviews.



### 2.180 Stop Work

#### 2.181 Stop Work Orders

The State may, at any time, by written stop work order to Contractor, require that Contractor stop all, or any part, of the work called for by the Contract for a period of up to 90 calendar days after the stop work order is delivered to Contractor, and for any further period to which the parties may agree. The stop work order must be identified as a stop work order and must indicate that it is issued under this **Section 2.150**. Upon receipt of the stop work order, Contractor must immediately comply with its terms and take all reasonable steps to minimize incurring costs allocable to the work covered by the stop work order during the period of work stoppage. Within the period of the stop work order, the State must either: (a) cancel the stop work order; or (b) terminate the work covered by the stop work order as provided in **Section 2.130**.

#### 2.182 Cancellation or Expiration of Stop Work Order

The Contractor must resume work if the State cancels a Stop Work Order or if it expires. The parties will agree upon an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract must be modified, in writing, accordingly, if: (a) the stop work order results in an increase in the time required for, or in Contractor's costs properly allocable to, the performance of any part of the Contract; and (b) Contractor asserts its right to an equitable adjustment within 30 calendar days after the end of the period of work stoppage; provided that, if the State decides the facts justify the action, the State may receive and act upon a Contractor proposal submitted at any time before final payment under the Contract. Any adjustment will conform to the requirements of **Section 2.024**.

#### 2.183 Allowance of Contractor Costs

If the stop work order is not canceled and the work covered by the stop work order is terminated for reasons other than material breach, the termination must be deemed to be a termination for convenience under **Section 2.130**, and the State will pay reasonable costs resulting from the stop work order in arriving at the termination settlement. For the avoidance of doubt, the State is not be liable to Contractor for loss of profits because of a stop work order issued under this **Section 2.150**.

### 2.190 Dispute Resolution

#### 2.191 In General

Any claim, counterclaim, or dispute between the State and Contractor arising out of or relating to the Contract or any Statement of Work must be resolved as follows. For all Contractor claims seeking an increase in the amounts payable to Contractor under the Contract, or the time for Contractor's performance, Contractor must submit a letter, together with all data supporting the claims, executed by Contractor's Contract Administrator or the Contract Administrator's designee certifying that (a) the claim is made in good faith, (b) the amount claimed accurately reflects the adjustments in the amounts payable to Contractor or the time for Contractor's performance for which Contractor believes the State is liable and covers all costs of every type to which Contractor is entitled from the occurrence of the claimed event, and (c) the claim and the supporting data are current and complete to Contractor's best knowledge and belief.

#### 2.192 Informal Dispute Resolution

- (a) All disputes between the parties must be resolved under the Contract Management procedures in this Contract. If the parties are unable to resolve any disputes after compliance with the processes, the parties must meet with the Director of Purchasing Operations, DMB, or designee, for the purpose of attempting to resolve the dispute without the need for formal legal proceedings, as follows:
  - (i) The representatives of Contractor and the State must meet as often as the parties reasonably deem necessary to gather and furnish to each other all information with respect to the matter in issue which the parties believe to be appropriate and germane in connection with its



resolution. The representatives must discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any formal proceeding.

(ii) During the course of negotiations, all reasonable requests made by one party to another for non-privileged information reasonably related to the Contract will be honored in order that each of the parties may be fully advised of the other's position.

(iii) The specific format for the discussions will be left to the discretion of the designated State and Contractor representatives, but may include the preparation of agreed upon statements of fact or written statements of position.

(iv) Following the completion of this process within 60 calendar days, the Director of Purchasing Operations, DMB, or designee, must issue a written opinion regarding the issue(s) in dispute within 30 calendar days. The opinion regarding the dispute must be considered the State's final action and the exhaustion of administrative remedies.

(b) This Section will not be construed to prevent either party from instituting, and a party is authorized to institute, formal proceedings earlier to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to other creditors, or under **Section 2.163**.

(c) The State will not mediate disputes between the Contractor and any other entity, except state agencies, concerning responsibility for performance of work under the Contract.

### **2.193 Injunctive Relief**

The only circumstance in which disputes between the State and Contractor will not be subject to the provisions of **Section 2.162** is where a party makes a good faith determination that a breach of the terms of the Contract by the other party is the that the damages to the party resulting from the breach will be so immediate, so large or severe and so incapable of adequate redress after the fact that a temporary restraining order or other immediate injunctive relief is the only adequate remedy.

### **2.194 Continued Performance**

Each party agrees to continue performing its obligations under the Contract while a dispute is being resolved except to the extent the issue in dispute precludes performance (dispute over payment must not be deemed to preclude performance) and without limiting either party's right to terminate the Contract as provided in **Section 2.150**, as the case may be.

### **2.200 Federal and State Contract Requirements**

#### **2.201 Nondiscrimination**

In the performance of the Contract, Contractor agrees not to discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental disability. Contractor further agrees that every subcontract entered into for the performance of this Contract or any purchase order resulting from this Contract will contain a provision requiring non-discrimination in employment, as specified here, binding upon each Subcontractor. This covenant is required under the Elliot Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., and any breach of this provision may be regarded as a material breach of the Contract.

#### **2.202 Unfair Labor Practices**

Under 1980 PA 278, MCL 423.321, et seq., the State must not award a Contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled under section 2 of the Act. This information is compiled by the United States National Labor Relations Board. A Contractor of the State, in relation to the Contract, must not enter into a contract with a Subcontractor, manufacturer, or supplier whose name appears in this register. Under section 4 of 1980 PA 278, MCL 423.324, the State may void any Contract if, after award of the Contract, the name of Contractor as an employer or the name of the Subcontractor, manufacturer or supplier of Contractor appears in the register.



### **2.203 Workplace Safety and Discriminatory Harassment**

In performing Services for the State, the Contractor must comply with the Department of Civil Services Rule 2-20 regarding Workplace Safety and Rule 1-8.3 regarding Discriminatory Harassment. In addition, the Contractor must comply with Civil Service regulations and any applicable agency rules provided to the Contractor. For Civil Service Rules, see <http://www.mi.gov/mdcs/0,1607,7-147-6877---,00.html>.

### **2.210 Governing Law**

#### **2.211 Governing Law**

The Contract must in all respects be governed by, and construed according to, the substantive laws of the State of Michigan without regard to any Michigan choice of law rules that would apply the substantive law of any other jurisdiction to the extent not inconsistent with, or pre-empted by federal law.

#### **2.212 Compliance with Laws**

Contractor shall comply with all applicable state, federal and local laws and ordinances in providing the Services/Deliverables.

#### **2.213 Jurisdiction**

Any dispute arising from the Contract must be resolved in the State of Michigan. With respect to any claim between the parties, Contractor consents to venue in Ingham County, Michigan, and irrevocably waives any objections it may have to the jurisdiction on the grounds of lack of personal jurisdiction of the court or the laying of venue of the court or on the basis of forum non conveniens or otherwise. Contractor agrees to appoint agents in the State of Michigan to receive service of process.

### **2.220 Limitation of Liability**

#### **2.221 Limitation of Liability**

Neither the Contractor nor the State is liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability does not apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of this Contract calling for liquidated damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on this Contract.

The Contractor's liability for damages to the State is limited to two times the value of the Contract or \$500,000 which ever is higher. The foregoing limitation of liability does not apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of this Contract calling for liquidated damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on this Contract.

The State's liability for damages to the Contractor is limited to the value of the Contract.

### **2.230 Disclosure Responsibilities**

#### **2.231 Disclosure of Litigation**

(a) Disclosure. Contractor must disclose any material criminal litigation, investigations or proceedings involving the Contractor (and each Subcontractor) or any of its officers or directors or any litigation, investigations or proceedings under the Sarbanes-Oxley Act. In addition, each Contractor (and each Subcontractor) must notify the State of any material civil litigation, arbitration or proceeding which arises during the term of the Contract and extensions, to which Contractor (or, to the extent Contractor is aware, any Subcontractor) is a party, and which involves: (i) disputes that might reasonably be expected



to adversely affect the viability or financial stability of Contractor or any Subcontractor; or (ii) a claim or written allegation of fraud against Contractor or, to the extent Contractor is aware, any Subcontractor by a governmental or public entity arising out of their business dealings with governmental or public entities. The Contractor must disclose in writing to the Contract Administrator any litigation, investigation, arbitration or other proceeding (collectively, "Proceeding") within 30 days of its occurrence. Details of settlements which are prevented from disclosure by the terms of the settlement may be annotated. Information provided to the State from Contractor's publicly filed documents referencing its material litigation will be deemed to satisfy the requirements of this Section.

(b) Assurances. If any Proceeding disclosed to the State under this Section, or of which the State otherwise becomes aware, during the term of this Contract would cause a reasonable party to be concerned about:

- (i) the ability of Contractor (or a Subcontractor) to continue to perform this Contract according to its terms and conditions, or
- (ii) whether Contractor (or a Subcontractor) in performing Services for the State is engaged in conduct which is similar in nature to conduct alleged in the Proceeding, which conduct would constitute a breach of this Contract or a violation of Michigan law, regulations or public policy, then the Contractor must provide the State all reasonable assurances requested by the State to demonstrate that:

(a) Contractor and its Subcontractors will be able to continue to perform this Contract and any Statements of Work according to its terms and conditions, and

(b) Contractor and its Subcontractors have not and will not engage in conduct in performing the Services which is similar in nature to the conduct alleged in the Proceeding.

(c) Contractor must make the following notifications in writing:

(1) Within 30 days of Contractor becoming aware that a change in its ownership or officers has occurred, or is certain to occur, or a change that could result in changes in the valuation of its capitalized assets in the accounting records, Contractor must notify DMB Purch-Ops.

(2) Contractor must also notify DMB Purch-Ops within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership or officers.

(3) Contractor must also notify DMB Purch-Ops within 30 days whenever changes to company affiliations occur.

### 2.232 Call Center Disclosure

Contractor and/or all subcontractors involved in the performance of this Contract providing call or contact center services to the State must disclose the location of its call or contact center services to inbound callers. Failure to disclose this information is a material breach of this Contract.

### 2.233 Bankruptcy

The State may, without prejudice to any other right or remedy, terminate this Contract, in whole or in part, and, at its option, may take possession of the "Work in Process" and finish the Works in Process by whatever appropriate method the State may deem expedient if:

(a) the Contractor files for protection under the bankruptcy laws;

(b) an involuntary petition is filed against the Contractor and not removed within 30 days;

(c) the Contractor becomes insolvent or if a receiver is appointed due to the Contractor's insolvency;

(d) the Contractor makes a general assignment for the benefit of creditors; or

(e) the Contractor or its affiliates are unable to provide reasonable assurances that the Contractor or its affiliates can deliver the services under this Contract.



Contractor will fix appropriate notices or labels on the Work in Process to indicate ownership by the State. To the extent reasonably possible, materials and Work in Process must be stored separately from other stock and marked conspicuously with labels indicating ownership by the State.

#### **2.240 Performance**

##### **2.241 Time of Performance**

- (a) Contractor must use commercially reasonable efforts to provide the resources necessary to complete all Services and Deliverables according to the time schedules contained in the Statements of Work and other Exhibits governing the work, and with professional quality.
- (b) Without limiting the generality of **Section 2.211(a)**, Contractor must notify the State in a timely manner upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion of any Deliverables/Services on the scheduled due dates in the latest State-approved delivery schedule and must inform the State of the projected actual delivery date.
- (c) If the Contractor believes that a delay in performance by the State has caused or will cause the Contractor to be unable to perform its obligations according to specified Contract time periods, the Contractor must notify the State in a timely manner and must use commercially reasonable efforts to perform its obligations according to the Contract time periods notwithstanding the State's failure. Contractor will not be in default for a delay in performance to the extent the delay is caused by the State.

##### **2.242 Service Level Agreements (SLAs)—Deleted, Not Applicable**

##### **2.243 Liquidated Damages—Deleted, Not Applicable**

##### **2.244 Excusable Failure**

Neither party will be liable for any default, damage or delay in the performance of its obligations under the Contract to the extent the default, damage or delay is caused by government regulations or requirements (executive, legislative, judicial, military or otherwise), power failure, electrical surges or current fluctuations, lightning, earthquake, war, water or other forces of nature or acts of God, delays or failures of transportation, equipment shortages, suppliers' failures, or acts or omissions of common carriers, fire; riots, civil disorders; strikes or other labor disputes, embargoes; injunctions (provided the injunction was not issued as a result of any fault or negligence of the party seeking to have its default or delay excused); or any other cause beyond the reasonable control of a party; provided the non-performing party and its Subcontractors are without fault in causing the default or delay, and the default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means, including disaster recovery plans.

If a party does not perform its contractual obligations for any of the reasons listed above, the non-performing party will be excused from any further performance of its affected obligation(s) for as long as the circumstances prevail. But the party must use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. A party must promptly notify the other party in writing immediately after the excusable failure occurs, and also when it abates or ends.

If any of the above-enumerated circumstances substantially prevent, hinder, or delay the Contractor's performance of the Services/provision of Deliverables for more than 10 Business Days, and the State determines that performance is not likely to be resumed within a period of time that is satisfactory to the State in its reasonable discretion, then at the State's option: (a) the State may procure the affected Services/Deliverables from an alternate source, and the State is not be liable for payment for the unperformed Services/ Deliverables not provided under the Contract for so long as the delay in performance continues; (b) the State may terminate any portion of the Contract so affected and the charges payable will be equitably adjusted to reflect those Services/Deliverables terminated; or (c) the State may terminate the affected Statement of Work without liability to Contractor as of a date specified



by the State in a written notice of termination to the Contractor, except to the extent that the State must pay for Services/Deliverables provided through the date of termination.

The Contractor will not have the right to any additional payments from the State as a result of any Excusable Failure occurrence or to payments for Services not rendered/Deliverables not provided as a result of the Excusable Failure condition. Defaults or delays in performance by Contractor which are caused by acts or omissions of its Subcontractors will not relieve Contractor of its obligations under the Contract except to the extent that a Subcontractor is itself subject to an Excusable Failure condition described above and Contractor cannot reasonably circumvent the effect of the Subcontractor's default or delay in performance through the use of alternate sources, workaround plans or other means.

### **2.250 Approval of Deliverables**

#### **2.251 Delivery Responsibilities**

Unless otherwise specified by the State within an individual order, the following must be applicable to all orders issued under this Contract.

- (a) Shipment responsibilities - Services performed/Deliverables provided under this Contract must be delivered "F.O.B. Destination, within Government Premises." The Contractor must have complete responsibility for providing all Services/Deliverables to all site(s) unless otherwise stated. Actual delivery dates will be specified on the individual purchase order.
- (b) Delivery locations - Services will be performed/Deliverables will be provided at every State of Michigan location within Michigan unless otherwise stated in the SOW. Specific locations will be provided by the State or upon issuance of individual purchase orders.
- (c) Damage Disputes - At the time of delivery to State Locations, the State must examine all packages. The quantity of packages delivered must be recorded and any obvious visible or suspected damage must be noted at time of delivery using the shipper's delivery document(s) and appropriate procedures to record the damage.

Where there is no obvious or suspected damage, all deliveries to a State Location must be opened by the State and the contents inspected for possible internal damage not visible externally within 14 days of receipt. Any damage must be reported to the Contractor within five days of inspection.

#### **2.252 Delivery of Deliverables**

Where applicable, the Statements of Work/POs contain lists of the Deliverables to be prepared and delivered by Contractor including, for each Deliverable, the scheduled delivery date and a designation of whether the Deliverable is a document ("Written Deliverable"), a good ("Physical Deliverable") or a Service. All Deliverables must be completed and delivered for State review and written approval and, where applicable, installed according to the State-approved delivery schedule and any other applicable terms and conditions of the Contract.

#### **2.253 Testing**

- (a) Before delivering any of the above-mentioned Statement of Work Physical Deliverables or Services to the State, Contractor will first perform all required quality assurance activities to verify that the Physical Deliverable or Service is complete and conforms with its specifications listed in the applicable Statement of Work or Purchase Order. Before delivering a Physical Deliverable or Service to the State, Contractor must certify to the State that (1) it has performed the quality assurance activities, (2) it has performed any applicable testing, (3) it has corrected all material deficiencies discovered during the quality assurance activities and testing, (4) the Deliverable or Service is in a suitable state of readiness for the State's review and approval, and (5) the Deliverable/Service has all Critical Security patches/updates applied.
- (b) If a Deliverable includes installation at a State Location, then Contractor must (1) perform any applicable testing, (2) correct all material deficiencies discovered during the quality assurance activities and testing, and (3) inform the State that the Deliverable is in a suitable state of readiness for the State's



review and approval. To the extent that testing occurs at State Locations, the State is entitled to observe or otherwise participate in testing.

**2.254 Approval of Deliverables, In General**

- (a) All Deliverables (Physical Deliverables and Written Deliverables) and Services require formal written approval by the State, according to the following procedures. Formal approval by the State requires the State to confirm in writing that the Deliverable meets its specifications. Formal approval may include the successful completion of Testing as applicable in **Section 2.253**, to be led by the State with the support and assistance of Contractor. The approval process will be facilitated by ongoing consultation between the parties, inspection of interim and intermediate Deliverables and collaboration on key decisions.
- (b) The State's obligation to comply with any State Review Period is conditioned on the timely delivery of Deliverables/Services being reviewed.
- (c) Before commencement of its review or testing of a Deliverable/Service, the State may inspect the Deliverable/Service to confirm that all components of the Deliverable/Service have been delivered without material deficiencies. If the State determines that the Deliverable/Service has material deficiencies, the State may refuse delivery of the Deliverable/Service without performing any further inspection or testing of the Deliverable/Service. Otherwise, the review period will be deemed to have started on the day the State receives the Deliverable or the Service begins, and the State and Contractor agree that the Deliverable/Service is ready for use and, where applicable, certification by Contractor according to **Section 2.223**.
- (d) The State will approve in writing a Deliverable/Service after confirming that it conforms to and performs according to its specifications without material deficiency. The State may, but is not be required to, conditionally approve in writing a Deliverable/Service that contains material deficiencies if the State elects to permit Contractor to rectify them post-approval. In any case, Contractor will be responsible for working diligently to correct within a reasonable time at Contractor's expense all deficiencies in the Deliverable/Service that remain outstanding at the time of State approval.
- (e) If, after three opportunities (the original and two repeat efforts), the Contractor is unable to correct all deficiencies preventing Final Acceptance of a Deliverable/Service, the State may: (i) demand that the Contractor cure the failure and give the Contractor additional time to cure the failure at the sole expense of the Contractor; or (ii) keep the Contract in force and do, either itself or through other parties, whatever the Contractor has failed to do, and recover the difference between the cost to cure the deficiency and the contract price plus an additional sum equal to 10% of the cost to cure the deficiency to cover the State's general expenses provided the State can furnish proof of the general expenses; or (iii) terminate the particular Statement of Work for default, either in whole or in part by notice to Contractor provided Contractor is unable to cure the breach. Notwithstanding the foregoing, the State cannot use, as a basis for exercising its termination rights under this Section, deficiencies discovered in a repeat State Review Period that could reasonably have been discovered during a prior State Review Period.
- (f) The State, at any time and in its reasonable discretion, may halt the testing or approval process if the process reveals deficiencies in or problems with a Deliverable/Service in a sufficient quantity or of a sufficient severity that renders continuing the process unproductive or unworkable. If that happens, the State may stop using the Service or return the applicable Deliverable to Contractor for correction and re-delivery before resuming the testing or approval process.

**2.255 Process For Approval of Written Deliverables**

The State Review Period for Written Deliverables will be the number of days set forth in the applicable Statement of Work following delivery of the final version of the Deliverable (and if the Statement of Work does not state the State Review Period, it is by default five Business Days for Written Deliverables of 100 pages or less and 10 Business Days for Written Deliverables of more than 100 pages). The



duration of the State Review Periods will be doubled if the State has not had an opportunity to review an interim draft of the Written Deliverable before its submission to the State. The State agrees to notify Contractor in writing by the end of the State Review Period either stating that the Deliverable is approved in the form delivered by Contractor or describing any deficiencies that must be corrected before approval of the Deliverable (or at the State's election, after approval of the Deliverable). If the State notifies the Contractor about deficiencies, the Contractor will correct the described deficiencies and within 30 Business Days resubmit the Deliverable in a form that shows all revisions made to the original version delivered to the State. Contractor's correction efforts will be made at no additional charge. Upon receipt of a corrected Deliverable from Contractor, the State will have a reasonable additional period of time, not to exceed the length of the original State Review Period, to review the corrected Deliverable to confirm that the identified deficiencies have been corrected.

#### **2.256 Process for Approval of Services**

The State Review Period for approval of Services is governed by the applicable Statement of Work (and if the Statement of Work does not state the State Review Period, it is by default 30 Business Days for Services). The State agrees to notify the Contractor in writing by the end of the State Review Period either stating that the Service is approved in the form delivered by the Contractor or describing any deficiencies that must be corrected before approval of the Services (or at the State's election, after approval of the Service). If the State delivers to the Contractor a notice of deficiencies, the Contractor will correct the described deficiencies and within 30 Business Days resubmit the Service in a form that shows all revisions made to the original version delivered to the State. The Contractor's correction efforts will be made at no additional charge. Upon implementation of a corrected Service from Contractor, the State will have a reasonable additional period of time, not to exceed the length of the original State Review Period, to review the corrected Service for conformity and that the identified deficiencies have been corrected.

#### **2.257 Process for Approval of Physical Deliverables**

The State Review Period for approval of Physical Deliverables is governed by the applicable Statement of Work (and if the Statement of Work does not state the State Review Period, it is by default 30 continuous Business Days for a Physical Deliverable). The State agrees to notify the Contractor in writing by the end of the State Review Period either stating that the Deliverable is approved in the form delivered by the Contractor or describing any deficiencies that must be corrected before approval of the Deliverable (or at the State's election, after approval of the Deliverable). If the State delivers to the Contractor a notice of deficiencies, the Contractor will correct the described deficiencies and within 30 Business Days resubmit the Deliverable in a form that shows all revisions made to the original version delivered to the State. The Contractor's correction efforts will be made at no additional charge. Upon receipt of a corrected Deliverable from the Contractor, the State will have a reasonable additional period of time, not to exceed the length of the original State Review Period, to review the corrected Deliverable to confirm that the identified deficiencies have been corrected.

#### **2.258 Final Acceptance**

Unless otherwise stated in the Article 1, Statement of Work or Purchase Order, "Final Acceptance" of each Deliverable must occur when each Deliverable/Service has been approved by the State following the State Review Periods identified in **Sections 2.251-2.257**. Payment will be made for Deliverables installed and accepted. Upon acceptance of a Service, the State will pay for all Services provided during the State Review Period that conformed to the acceptance criteria.

#### **2.260 Ownership—Deleted, Not Applicable**

#### **2.270 State Standards—Deleted, Not Applicable**

#### **2.280 Extended Purchasing—Deleted, Not Applicable**



2.282 State Employee Purchases—Deleted, Not Applicable

2.290 Environmental Provision

2.291 Environmental Provision

Energy Efficiency Purchasing Policy – The State seeks wherever possible to purchase energy efficient products. This includes giving preference to U.S. Environmental Protection Agency (EPA) certified ‘Energy Star’ products for any category of products for which EPA has established Energy Star certification. For other purchases, the State may include energy efficiency as one of the priority factors to consider when choosing among comparable products.

Environmental Purchasing Policy – The State of Michigan is committed to encouraging the use of products and services that impact the environment less than competing products. The State is accomplishing this by including environmental considerations in purchasing decisions, while remaining fiscally responsible, to promote practices that improve worker health, conserve natural resources, and prevent pollution. Environmental components that are to be considered include: recycled content and recyclability; energy efficiency; and the presence of undesirable materials in the products, especially those toxic chemicals which are persistent and bioaccumulative. The Contractor should be able to supply products containing recycled and environmentally preferable materials that meet performance requirements and is encouraged to offer such products throughout the duration of this Contract. Information on any relevant third party certification (such as Green Seal, Energy Star, etc.) should also be provided.

Hazardous Materials:

For the purposes of this Section, “Hazardous Materials” is a generic term used to describe asbestos, ACBMs, PCBs, petroleum products, construction materials including paint thinners, solvents, gasoline, oil, and any other material the manufacture, use, treatment, storage, transportation or disposal of which is regulated by the federal, state or local laws governing the protection of the public health, natural resources or the environment. This includes, but is not limited to, materials the as batteries and circuit packs, and other materials that are regulated as (1) “Hazardous Materials” under the Hazardous Materials Transportation Act, (2) “chemical hazards” under the Occupational Safety and Health Administration standards, (3) “chemical substances or mixtures” under the Toxic Substances Control Act, (4) “pesticides” under the Federal Insecticide Fungicide and Rodenticide Act, and (5) “hazardous wastes” as defined or listed under the Resource Conservation and Recovery Act.

(a) The Contractor must use, handle, store, dispose of, process, transport and transfer any material considered a Hazardous Material according to all federal, State and local laws. The State must provide a safe and suitable environment for performance of Contractor’s Work. Before the commencement of Work, the State must advise the Contractor of the presence at the work site of any Hazardous Material to the extent that the State is aware of the Hazardous Material. If the Contractor encounters material reasonably believed to be a Hazardous Material and which may present a substantial danger, the Contractor must immediately stop all affected Work, notify the State in writing about the conditions encountered, and take appropriate health and safety precautions.

(b) Upon receipt of a written notice, the State will investigate the conditions. If (a) the material is a Hazardous Material that may present a substantial danger, and (b) the Hazardous Material was not brought to the site by the Contractor, or does not result in whole or in part from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Materials, the State must order a suspension of Work in writing. The State must proceed to have the Hazardous Material removed or rendered harmless. In the alternative, the State must terminate the affected Work for the State’s convenience.

(c) Once the Hazardous Material has been removed or rendered harmless by the State, the Contractor must resume Work as directed in writing by the State. Any determination by the Michigan Department of



Community Health or the Michigan Department of Environmental Quality that the Hazardous Material has either been removed or rendered harmless is binding upon the State and Contractor for the purposes of resuming the Work. If any incident with Hazardous Material results in delay not reasonable anticipatable under the circumstances and which is attributable to the State, the applicable SLAs for the affected Work will not be counted in time as mutually agreed by the parties.

(d) If the Hazardous Material was brought to the site by the Contractor, or results in whole or in part from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Material, or from any other act or omission within the control of the Contractor, the Contractor must bear its proportionate share of the delay and costs involved in cleaning up the site and removing and rendering harmless the Hazardous Material according to Applicable Laws to the condition approved by applicable regulatory agency(ies).

Michigan has a Consumer Products Rule pertaining to labeling of certain products containing volatile organic compounds. For specific details visit [http://www.michigan.gov/deq/0,1607,7-135-3310\\_4108-173523--,00.html](http://www.michigan.gov/deq/0,1607,7-135-3310_4108-173523--,00.html)

**Refrigeration and Air Conditioning:**

The Contractor shall comply with the applicable requirements of Sections 608 and 609 of the Clean Air Act (42 U.S.C. 7671g and 7671h) as each or both apply to this contract.

**Environmental Performance:**

Waste Reduction Program - Contractor shall establish a program to promote cost-effective waste reduction in all operations and facilities covered by this contract. The Contractor's programs shall comply with applicable Federal, State, and local requirements, specifically including Section 6002 of the Resource Conservation and Recovery Act (42 U.S.C. 6962, et seq.).



Attachment A

HPS #99 (Rev. #8)						
Net Price List						
Effective: July 1, 2008						
Item Code	CURRENT Item Description	Current Awarded Manufacturer Name	Pack Size PKT	Category	HPS Commercial Firm Price	HPS Commercial Fixed Fee
100374	JUICE APPLE 100%	CLIFFSTAR CORPORATION	12-46FLZ	BEVERAGE	\$24.62	
100471	JUICE GRAPE 100%	CLIFFSTAR CORPORATION	12-46FLZ	BEVERAGE	\$26.21	
100838	JUICE TOMATO 100%	CLIFFSTAR CORPORATION	12-46FLZ	BEVERAGE	\$13.19	
111961	MIX BEV LEMON	DIAMOND CRYSTAL (BONDURANT, IA	12-22Z	BEVERAGE	\$15.05	
117642	JUICE STRAWB KIWI	KRAFT NORTH AMERICAN FOODSRVC	4-10PK	BEVERAGE	\$10.07	
117650	JUICE FRT PNCH	KRAFT NORTH AMERICAN FOODSRVC	4-10PK	BEVERAGE	\$10.07	
117660	DRINK RASPB ICE RTD	KRAFT NORTH AMERICAN FOODSRVC	24-16FLZ	BEVERAGE	\$15.69	
117732	LEMONADE RTD	KRAFT NORTH AMERICAN FOODSRVC	24-16FLZ	BEVERAGE	\$15.69	
118821	JUICE APPLE 100% FRSH	GREGORY PACKAGING	72-4FLZ	BEVERAGE	\$9.00	
118930	JUICE ORNG 100% FRSH	GREGORY PACKAGING	72-4FLZ	BEVERAGE	\$10.42	
118940	JUICE GRAPE 100% FRSH	GREGORY PACKAGING	72-4FLZ	BEVERAGE	\$9.72	
118950	DRINK FRT PNCH 10% FRSH	GREGORY PACKAGING	72-4FLZ	BEVERAGE	\$7.14	
118960	JUICE CRAN CKLT 20%FRSH	GREGORY PACKAGING	72-4FLZ	BEVERAGE	\$10.60	
118980	JUICE PINEAP 100%	GREGORY PACKAGING	72-4FLZ	BEVERAGE	\$8.52	
119036	JUICE LEMONADE 15%	GREGORY PACKAGING	72-4FLZ	BEVERAGE	\$6.62	
119697	JUICE ORNG CONC 3+1	FLORIDA'S NATURAL	12-32FLZ	BEVERAGE	\$32.90	
132284	TEA ICED W/LEM	ARIZONA TEA	24-15.5FLZ	BEVERAGE	\$16.31	
132292	TEA ICED W/RASPB	ARIZONA TEA	24-15.5FLZ	BEVERAGE	\$16.31	
132314	TEA ICED W/PEACH	ARIZONA TEA	24-15.5FLZ	BEVERAGE	\$16.31	
135450	JUICE ORNG 100%	GREGORY PACKAGING	72-4FLZ	BEVERAGE	\$9.46	
141828	WATER SPRNG	NESTLE WATERS NORTH AMERICA I	48-8FLZ	BEVERAGE	\$10.27	
142247	JUICE BOX ORNG 100%	COCA COLA USA	4-10PK	BEVERAGE	\$19.76	
142255	JUICE BOX APPLE 100%	COCA COLA USA	4-10PK	BEVERAGE	\$16.29	
142283	JUICE BOX GRAPE 100%	COCA COLA USA	4-10PK	BEVERAGE	\$16.40	
142271	JUICE FRT PNCH 10%	COCA COLA USA	4-10PK	BEVERAGE	\$14.64	
142288	DRINK BOX FRT PNCH	COCA COLA USA	4-10PK	BEVERAGE	\$12.46	
142301	DRINK BOX GRAPE 10%	COCA COLA USA	10% 4-10PK	BEVERAGE	\$12.46	
142326	DRINK BOX ORNG 10%	COCA COLA USA	10% 4-10PK HI-C	BEVERAGE	\$12.46	
145963	WATER LEM SPRNG	SUNNY DELIGHT BEVERAGES COMPAN	4-6CT	BEVERAGE	\$11.50	
145988	WATER STRAWB SPRNG	KRAFT NORTH AMERICAN FOODSRVC	20 24-16Z	BEVERAGE	\$12.27	
146035	WATER RASPB SPRNG	KRAFT NORTH AMERICAN FOODSRVC	24-16FLZ	BEVERAGE	\$12.27	
150339	PUNCH CITRUS	SUNNY DELIGHT BEVERAGES COMPAN	24-8.75FLZ	BEVERAGE	\$5.81	
152013	LEMONADE ARIZONA	ARIZONA TEA	24-15.5FLZ	BEVERAGE	\$16.31	
168656	DRINK GRAPE FERCE WM	PEPSICO/QUAKER FOOD AND BEVERA	24-20FLZ	BEVERAGE	\$18.19	
170559	JUICE BERRY SPLASH	CAMPBELL SOUP CO-DEPT 2337431	12-16FLZ	BEVERAGE	\$11.09	
174280	DRINK CAN LEMND PNK	KRAFT NORTH AMERICAN FOODSRVC	24-11.5FLZ	BEVERAGE	\$10.05	
174300	DRINK CAN STRAWB KW	KRAFT NORTH AMERICAN FOODSRVC	24-11.5FLZ	BEVERAGE	\$10.05	
183350	DRINK BERRY ALL STAR	PEPSICO/QUAKER FOOD AND BEVERA	48-12Z	BEVERAGE	\$19.44	
203950	WATER BERRY FLVRD	PEPSICO/QUAKER FOOD AND BEVERA	24-500ML	BEVERAGE	\$14.62	
203970	WATER LEM	PEPSICO/QUAKER FOOD AND BEVERA	24-500ML	BEVERAGE	\$14.62	
207990	JUICE ORNG 100%	GREGORY PACKAGING	70-4FLZ	BEVERAGE	\$9.78	
207996	JUICE APPLE 100%	GREGORY PACKAGING	70-4FLZ	BEVERAGE	\$8.79	
247830	WATER STRAWB KIWI	PEPSICO/QUAKER FOOD AND BEVERA	24-500ML	BEVERAGE	\$14.62	
247850	DRINK ICE PNCH ALL STAR	PEPSICO/QUAKER FOOD AND BEVERA	48-12Z	BEVERAGE	\$19.44	
267160	TEA/LEMND ARNOLD PALMER	ARIZONA TEA	24 23.5FLZ	BEVERAGE	\$21.31	
286737	MIX BEV PUNCH	DIAMOND CRYSTAL (BONDURANT, IA	12-22Z	BEVERAGE	\$15.05	
311065	MILK PWD INST FF 6-5# P/L	DIAMOND CRYSTAL (BONDURANT, IA	6-5#	BEVERAGE	\$87.87	
311085	MILK PWD INST FF 6-5# P/L	DIAMOND CRYSTAL (BONDURANT, IA	6-5#	BEVERAGE	\$87.87	
339790	JUICE FRT PUNCH 100%	CAL-TEX CITRUS JUICE, INC	96-4FLZ	BEVERAGE	\$13.92	
351790	WATER SPRKL W/LSRY	RWI RESOURCES, LLC	24-16.9FLZ	BEVERAGE	\$14.74	
353290	JUICE BOX ORNG 100%	VITALITY FOODSERVICE INC.	44-4.23Z	BEVERAGE	\$11.98	
353310	JUICE BOX APPLE GRAPE	VITALITY FOODSERVICE INC.	44-4.23Z	BEVERAGE	\$13.09	
353330	JUICE BOX MKD FRT 100%	VITALITY FOODSERVICE INC.	100% 44-4.23Z	BEVERAGE	\$12.34	
355600	JUICE FRT PUNCH 100%	GREGORY PACKAGING	70-4FLZ	BEVERAGE	\$8.23	
373640	JUICE ORNG 100%	GREGORY PACKAGING	48-8FLZ	BEVERAGE	\$8.59	
373660	JUICE PUNCH 50%	GREGORY PACKAGING	48-8FLZ	BEVERAGE	\$7.23	
373670	JUICE GRAPE 100%	GREGORY PACKAGING	48-8FLZ	BEVERAGE	\$9.46	
373680	JUICE APPLE 100%	GREGORY PACKAGING	48-8FLZ	BEVERAGE	\$8.68	



Item Code	CURRENT Item Description	Current Awarded Manufacturer Name	Pack Size PKT	Category	HPS Commercial Firm Price	HPS Commercial Fixed Fee
403040	JUICE GRAPE 100%	GREGORY PACKAGING	70-4FLZ	BEVERAGE	\$9.46	
408401	WATER SPRNG 30-8FL	ABSOPURE WATER COMPANY	30-8FLZ	BEVERAGE	\$8.06	
408411	WATER SPRNG 3-1GAL	ABSOPURE WATER COMPANY	3-1GAL	BEVERAGE	\$4.71	
408420	WATER SPRNG 24-25FLZ	ABSOPURE WATER COMPANY	24-25FLZ	BEVERAGE	\$10.44	
408430	WATER SPRNG	ABSOPURE WATER COMPANY	35-16.9FLZ	BEVERAGE	\$8.09	
442801	JUICE APPLE 100%	KRAFT NORTH AMERICAN FOODSRVC	24-10FLZ	BEVERAGE	\$15.79	
481832	WATER DISTILLED	ABSOPURE WATER COMPANY	6-1GAL	BEVERAGE	\$5.98	
507776	JUICE ORNG 100%	CAL-TEX CITRUS JUICE, INC	96-4FLZ	BEVERAGE	\$18.98	
507784	JUICE APPLE 100%	CAL-TEX CITRUS JUICE, INC	100% K-PK 96-4FLZ	BEVERAGE	\$12.99	
509914	DRINK CAN LEM LIME	PEPSICO/QUAKER FOOD AND BEVERA	24-11.8FLZ	BEVERAGE	\$10.22	
509922	DRINK CAN ORNG	PEPSICO/QUAKER FOOD AND BEVERA	24-11.8FLZ	BEVERAGE	\$10.22	
509949	DRINK CAN FRT PNCH	PEPSICO/QUAKER FOOD AND BEVERA	24-11.8FLZ	BEVERAGE	\$10.22	
512005	DRINK ORNG BLND FRUIT	SUNNY DELIGHT BEVERAGES COMPAN	12-18FLZ	BEVERAGE	\$8.33	
512010	DRINK MANGO BLND	SUNNY DELIGHT BEVERAGES COMPAN	12-16FLZ	BEVERAGE	\$8.33	
521337	JUICE GRAPE 100%	CAL-TEX CITRUS JUICE, INC	96-4FLZ	BEVERAGE	\$15.12	
544670	JUICE VARIETY FRUITWAYS	KRAFT NORTH AMERICAN FOODSRVC	4-10PK	BEVERAGE	\$11.01	
563502	DRINK LEM LIME ALL STAR	PEPSICO/QUAKER FOOD AND BEVERA	48-12Z	BEVERAGE	\$17.84	
563510	DRINK GRAPE ALL STAR	PEPSICO/QUAKER FOOD AND BEVERA	48-12Z	BEVERAGE	\$17.84	
577281	JUICE ORNG 100%	LEAHY/FP-JUICES	96-4FLZ	BEVERAGE	\$32.81	
603671	JUICE ORANGE 100% 4-1GAL HV	COUNTRY FRESH (ORANGE JUICE)	4-1GAL	BEVERAGE	\$14.93	
605030	SMOOTHIE MIX 9- 5GAL FRSTYOG	FROSTY PRODUCTS, INC.	9- 5GAL	BEVERAGE	\$43.40	
612596	JUICE CAN APPLE 100%	FLORIDA'S NATURAL (COOLER)	24-11.5FLZ	BEVERAGE	\$17.00	
629190	JUICE BOX PNCH 100%	NESTLE USA-DRY	32-6.75FLZ	BEVERAGE	\$8.91	
629200	JUICE BOX APPLE 100%	NESTLE USA-DRY	32-6.75FLZ	BEVERAGE	\$8.91	
703200	DRINK BLUE RASPB 48-8FLZ HUGS	AMERICAN BEVERAGE CORP.	48-8FLZ	BEVERAGE	\$6.67	
703190	DRINK FRT PNCH 40-8FLZ LITTLE HUGS	AMERICAN BEVERAGE CORP.	48-8FLZ	BEVERAGE	\$6.67	
775355	JUICE APPLE 100%	SUNNY DELIGHT BEVERAGES COMPAN	24-16FLZ	BEVERAGE	\$21.44	
794929	DRINK LEM LIME WM	PEPSICO/QUAKER FOOD AND BEVERA	24-20FLZ	BEVERAGE	\$18.19	
794937	DRINK FRT PNCH WM	PEPSICO/QUAKER FOOD AND BEVERA	24-20FLZ	BEVERAGE	\$18.19	
794953	DRINK ORNG WM	PEPSICO/QUAKER FOOD AND BEVERA	24-20FLZ	BEVERAGE	\$18.19	
794988	DRINK COOL BLUE	PEPSICO/QUAKER FOOD AND BEVERA	24-20FLZ	BEVERAGE	\$18.19	
794996	DRINK RIPTIDE RUSH WM	PEPSICO/QUAKER FOOD AND BEVERA	24-20FLZ	BEVERAGE	\$18.19	
820474	JUICE STRAWB KIWI 10% SPLASH	CAMPBELL SOUP CO-DEPT 2337431	12-16Z	BEVERAGE	\$11.09	
820482	JUICE TRP 25% SPLASH	CAMPBELL SOUP CO-DEPT 2337431	12-16Z	BEVERAGE	\$11.09	
833258	JUICE GRAPE WHT 100%	CLIFFSTAR CORPORATION	12-48FLZ	BEVERAGE	\$27.18	
208620	SOAP HND FM ANTIBAC 3-1250ML GOJO	GOJO INDUSTRIES, INC.	3-1250ML	CLEAN POWER	\$36.83	
362500	DETRGNT POT & PAN ORIG	PROCTER & GAMBLE DISTR. CO.	8-38FLZ	CLEAN POWER	\$36.57	
549746	DETRGNT POT & PAN LEM	PROCTER & GAMBLE DISTR. CO.	3-1GAL	CLEAN POWER	\$32.37	
816682	TEST STRIP SANITIZER QUATRNR	BLUE RIDGE TEST PAPERS	1ROLL	CLEAN POWER	\$6.14	
126400	SOUR CREAM CUP	SCHREIBER FOODS	100-1Z	DAIRY		\$1.50
163562	CHEESE CREAM LOAF 10-3# GFS	BONGRAIN CHEESE, USA	10-3#	DAIRY		\$3.00
164216	CHEESE AMER 120CT SLCD	ASSOCIATED MILK PRODUCERS INC.	4-5#	DAIRY		\$3.00
164259	CHEESE PARM GRTD	STERLING LTD. - CHEESE MERCHANT	12-1#	DAIRY		\$3.00
164349	CHEESE SWISS 160CT SLCD PROC	ASSOCIATED MILK PRODUCERS INC.	4-5#	DAIRY		\$3.00
170660	YOGURT BERRY MXD L/F FOTB	DANNON COMPANY INC.(THE)	12-6Z	DAIRY	\$6.47	
170690	YOGURT STRAWB L/F FOTB	DANNON COMPANY INC.(THE)	12-6Z	DAIRY	\$6.47	
170700	YOGURT RASPB L/F FOTB	DANNON COMPANY INC.(THE)	12-6Z	DAIRY	\$6.47	
170710	YOGURT BLUEB L/F FOTB	DANNON COMPANY INC.(THE)	12-6Z	DAIRY	\$6.47	
170720	YOGURT VANILLA L/F	DANNON COMPANY INC.(THE)	12-6Z	DAIRY	\$6.47	



Item Code	CURRENT Item Description	Current Awarded Manufacturer Name	Pack Size PKT	Category	HPS Commercial Firm Price	HPS Commercial Fixed Fee
170730	YOGURT PEACH L/F FOTB	DANNON COMPANY INC.(THE)	12-6Z	DAIRY	\$6.47	
170740	YOGURT CHERRY L/F FOTB	DANNON COMPANY INC.(THE)	12-6Z	DAIRY	\$6.47	
170750	YOGURT STRAWB-BAN L/F FOTB	DANNON COMPANY INC.(THE)	12-6Z	DAIRY	\$6.47	
170770	YOGURT STRAWB-BAN LT	DANNON COMPANY INC.(THE)	12-6Z	DAIRY	\$6.47	
170790	YOGURT STRAWB LT	DANNON COMPANY INC.(THE)	12-6Z	DAIRY	\$6.47	
170800	YOGURT CHERRY VANILLA LT	DANNON COMPANY INC.(THE)	12-6Z	DAIRY	\$6.47	
170879	MILK NO LACT	MORNINGSTAR	12-8FLZ	DAIRY		\$1.00
191043	CHEESE CHED MILD SHRD FINE	STERLING LTD.-ALTO	4-5#	DAIRY		\$3.00
191205	BUTTER PRINTS SALTED	ASSOCIATED MILK PRODUCERS INC.	36-1#	DAIRY		\$4.00
202580	YOGURT VAR FK	GENERAL MILLS, INC.	24-4Z	DAIRY	\$8.64	
205265	MILK CHOC 3%	COUNTRY FRESH (CHUGS/SOFT SERV	24-16FLZ	DAIRY		\$1.50
206539	EGG SHL LRG A GRD	HAMILTON FARM BUREAU	6-2.5DOZ	DAIRY		\$1.50
206547	EGG SHL MED A GRD	HAMILTON FARM BUREAU	6-2.5DOZ	DAIRY		\$1.50
220081	CHEESE COTTAGE SML	COUNTRY FRESH (SMLF COTTAGE C	4-5#	DAIRY		\$2.25
222097	YOGURT STRAWB	GENERAL MILLS, INC.	12-6Z	DAIRY	\$7.18	
228427	CHEESE CREAM IND CUP	BONGRAIN CHEESE, USA	100-1Z	DAIRY		\$1.50
229431	EGG HARD CKD PLD BIB	MICHAEL FOODS-WALDBAUM	4-2.5#	DAIRY	\$13.41	
271411	CHEESE AMER 180CT SLCD	ASSOCIATED MILK PRODUCERS INC.	4-5#	DAIRY		\$3.00
280401	YOGURT LITE STRAWB & PEACH	DANNON COMPANY INC.(THE)	24-4Z	DAIRY	\$7.36	
285218	SOUR CREAM	COUNTRY FRESH (SOUR CREAM)	4-5#	DAIRY		\$1.50
299405	BUTTER UNSLTD PRINT GRD AA 36-1# QFS	ASSOCIATED MILK PRODUCERS INC.	36-1#	DAIRY		\$4.00
329487	CHEESE COTTAGE SML L/F	COUNTRY FRESH (SMLF COTTAGE C	4-5#	DAIRY		\$2.25
335490	YOGURT ASST TUBE	GENERAL MILLS, INC.	4-3Z	DAIRY	\$35.71	
411841	CHEESE CHED SHRD FTHR	STERLING LTD.-ALTO	4-5#	DAIRY		\$3.00
438529	SOUR CREAM IMIT HY-DEIV	MORNINGSTAR	4-5#	DAIRY		\$1.50
441767	CHEESE BLND MOZZ/PROV SHRD	STERLING LTD.-ALTO	4-5#	DAIRY		\$3.00
445401	CHEESE PARM GRTD	STERLING LTD.-CHEESE MERCHANTS	4-5#	DAIRY		\$4.00
470732	CHEESE STRING STIX WRPD	SCHREIBER FOODS	160-1Z	DAIRY		\$3.00
471461	CHEESE COLBY JK CUBE	SCHREIBER FOODS	6-1#	DAIRY		\$2.25
479128	CHEESE CREAM .75Z	SCHREIBER FOODS	75Z 3-80	DAIRY		\$3.00
481511	MILK SOY CHOC ASEP	WHITE WAVE, INC.	18-8.25FLZ	DAIRY		\$1.00
481520	MILK SOY VAN ASEP	WHITE WAVE, INC.	18-8.25FLZ	DAIRY		\$1.00
504554	MILK WHT 2% REDC FAT	COUNTRY FRESH (MILK)	32-8FLZ	DAIRY		\$1.00
504572	MILK CHOC 2%	COUNTRY FRESH (MILK)	32-8FLZ	DAIRY		\$1.00
504602	MILK WHT 2% REDC FAT	COUNTRY FRESH (MILK)	4-1GAL	DAIRY		\$1.50
512109	MILK WHT WHL	COUNTRY FRESH (MILK)	4-1GAL	DAIRY		\$1.50
512117	MILK WHT FF SKIM	COUNTRY FRESH (MILK)	32-8FLZ	DAIRY		\$1.00
512125	MILK WHT WHL	COUNTRY FRESH (MILK)	32-8FLZ	DAIRY		\$1.00
517560	SMOOTHIE STRAWB	GENERAL MILLS, INC.	12-8Z	DAIRY	\$11.39	
529249	CHEESE BLND MOZZ/PROV DCD	STERLING LTD.-ALTO	4-5#	DAIRY		\$3.00
533165	EGG WHL LIQ ULTR PAST	MICHAEL FOODS-WALDBAUM	20#	DAIRY	\$24.65	
534331	SOUR CREAM LITE	COUNTRY FRESH (LF/FF/BULK SOUR	4-5#	DAIRY		\$1.50
534366	MILK WHT 2% B/B 5GAL	COUNTRY FRESH (MILK)	5GAL	DAIRY		\$1.50
534382	MILK CHOC 2% REDC FAT	COUNTRY FRESH	5GAL	DAIRY		\$1.50



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541888	YOGURT VANILLA L/F	DANNON COMPANY INC.(THE)	6-32Z	DAIRY	\$12.93	
549762	CHEESE CREAM LT	BONGRAIN CHEESE, USA	100-1Z	DAIRY		\$1.50
551741	YOGURT RASPB & PEACH	GENERAL MILLS, INC.	48-4Z	DAIRY	\$16.38	
551751	YOGURT STRAWB & STRAWB-BAN	GENERAL MILLS, INC.	48-4Z	DAIRY	\$16.38	
551760	YOGURT STRAWB-BAN BASH	GENERAL MILLS, INC.	48-4Z	DAIRY	\$13.38	
551770	YOGURT RASPB RAINBOW	GENERAL MILLS, INC.	48-4Z	DAIRY	\$13.38	
551781	YOGURT WATERMELON	GENERAL MILLS, INC.	48-4Z	DAIRY	\$13.38	
557882	MILK WHT FF 4-1GAL	COUNTRY FRESH (MILK)	4-1GAL	DAIRY		\$1.50
568281	YOGURT STRAWB L/F	COUNTRY FRESH (YOGURT)	4-5#	DAIRY		\$1.50
568311	YOGURT BLUEB L/F	COUNTRY FRESH (YOGURT)	4-5#	DAIRY		\$1.50
562530	MILK CHOC 1% L/F PLAS	COUNTRY FRESH	24-8Z	DAIRY		\$1.00
597767	MILK CHOC 1%	COUNTRY FRESH (HALF GALLONS)	9-.5GAL	DAIRY		\$1.50
607550	YOGURT STRAWB L/F	DANNON COMPANY INC.(THE)	24-4Z	DAIRY	\$7.53	
608793	MILK WHT 2% REDC FAT	COUNTRY FRESH	9-.5GAL	DAIRY		\$1.50
716685	CHEESE FETA CRUMBL 4-2.5# SALADENA	BONGRAIN CHEESE, USA	4-2.5#	DAIRY		\$3.00
726632	CHEESE PROV NAT SLC .75Z	GREAT LAKE CHEESE CO.	6-1.5#	DAIRY		\$2.25
726826	CHEESE & BRDSTX 1Z	SARGENTO FOOD SERVICE CORP.	6-15	DAIRY		\$2.25
731366	CHEESE MOZZ 2% SHRD FTNR	STERLING LTD.-ALTO	4-5#	DAIRY		\$3.00
731374	CHEESE BLND MEX SHRD FINE 4-5# P/L	STERLING LTD.-ALTO	4-5#	DAIRY		\$3.00
749563	YOGURT ASST ORIGINAL	GENERAL MILLS, INC.	12-6Z	DAIRY	\$7.50	
759341	SOUR CREAM PACKET	MORNINGSTAR	300-1Z	DAIRY		\$2.25
767115	SOUR CREAM IMIT PACKET	MORNINGSTAR	300-1Z	DAIRY		\$1.50
767913	CREAMER FREN VAN 288-13ML	MORNINGSTAR	288/13ML -CT	DAIRY		\$1.50
767921	CREAMER HLF & HLF ASEP	MORNINGSTAR	384-3/8FLZ	DAIRY		\$1.50
768138	SOUR CREAM CUP	MORNINGSTAR	100-1Z	DAIRY		\$1.50
776831	CHEESE CHED SHRD FINE	STERLING LTD.-ALTO	4-5#	DAIRY		\$3.00
963106	CHEESE CREAM STRAWB CUP	BONGRAIN CHEESE, USA	100-1Z	DAIRY		\$1.50
874302	EGG LIQ EZ W/CITRIC ACID	MICHAEL FOODS-WALDRAUM	15-2#	DAIRY	\$37.57	
113603	CUP FM 8Z	DART CONTAINER CORPORATION	40-25	DISPOSABLES	\$12.86	
113682	CUP FM 8Z	DART CONTAINER CORPORATION	40-25	DISPOSABLES	\$15.03	
114278	PLATE PPR 9" ECON WHT	AJM PACKAGING CORP.	12-100	DISPOSABLES	\$22.81	
115177	FILM CUTTER BX 12"X2000"	ANCHOR PACKAGING INC.	1CT	DISPOSABLES	\$12.64	
115193	FILM CUTTER BX 18"X2000"	ANCHOR PACKAGING INC.	1CT	DISPOSABLES	\$16.66	
116467	APRON POLY EMBOSSED WHT	ATLANTIS PLASTICS	100CT	DISPOSABLES	\$14.83	
122861	TRAY PPR FOOD 4Z	FONDA GROUP INC.	4-250	DISPOSABLES	\$18.30	
122890	TRAY PPR FOOD 6Z	FONDA GROUP INC.	6Z 4-250	DISPOSABLES	\$20.91	
122900	TRAY PPR FOOD 8Z	FONDA GROUP INC.	4-250	DISPOSABLES	\$21.97	
122910	TRAY PPR FOOD 1#	FONDA GROUP INC.	1# 4-250	DISPOSABLES	\$25.70	
122920	TRAY PPR FOOD 2#	FONDA GROUP INC.	4-250	DISPOSABLES	\$31.11	
122930	TRAY PPR FOOD 2.5#	FONDA GROUP INC.	2-250	DISPOSABLES	\$26.13	
122940	TRAY PPR FOOD 3#	FONDA GROUP INC.	3# 2-250	DISPOSABLES	\$24.43	
123000	CARTON FREN FRY MED	ALTVITY PACKAGING, LLC.	1M CT	DISPOSABLES	\$54.77	
123500	BAG FREN FRY 4 7/8x4"	BROWN PAPER GOODS CO.	2MCT	DISPOSABLES	\$15.52	
147000	CONT PLAS 32Z RND BLK W/LID	NEWSPRING INDUSTRIAL CORP	150CT	DISPOSABLES	\$46.40	
148911	GLOVE POLY MED	FOODHANDLER (ISLAND POLY INC.)	10-100CT	DISPOSABLES	\$19.46	



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152277	GLOVE LTX MED PWD RD FS	FOODHANDLER (ISLAND POLY INC.)	4-100CT	DISPOSABLES	\$19.64	
152307	GLOVE VNYL MED PWD RD FS	FOODHANDLER (ISLAND POLY INC.)	4-100CT	DISPOSABLES	\$18.36	
168858	CONT FM 4Z SQT	DART CONTAINER CORPORATION	20-50	DISPOSABLES	\$15.30	
169331	LID VNTD 8,12,16Z FM	DART CONTAINER CORPORATION	15-100	DISPOSABLES	\$14.66	
170038	CONT FM 12Z SQT	DART CONTAINER CORPORATION	20-25	DISPOSABLES	\$16.48	
184802	BOWL FM 10Z WHT	DART CONTAINER CORPORATION	20-50	DISPOSABLES	\$28.13	
185908	FOIL CUTTER BX HVY 18"X1000'	ALCOA / REYNOLDS	1CT	DISPOSABLES	\$68.55	
185914	FOIL CUTTER BX HVY 24"X1000' 1CT REYN	ALCOA / REYNOLDS	1CT	DISPOSABLES	\$75.16	
185949	FOIL CUTTER BX STD 18"X1000'	ALCOA / REYNOLDS	1CT	DISPOSABLES	\$49.29	
190660	CONT FM 3CMPT LRG	PACTIV - FOAM	2-100	DISPOSABLES	\$19.64	
195140	PAN FOIL FULL SZ DEEP	PACTIV - FOAM	50CT	DISPOSABLES	\$41.55	
196748	FILM CUTTER BX 18X3000'	ANCHOR PACKAGING INC.	1CT	DISPOSABLES	\$25.93	
206965	LINER CAN GRY 50GAL 2.0ML 100CT RIM	RUBBERMAID COMMERCIAL PROD.	56GAL 2.0ML 100ct	DISPOSABLES	\$101.11	
211362	CLEANER PAD/PROB PREP ALC	PDINICEPAK-STOCK ONLY	100CT	DISPOSABLES	\$2.11	
219401	CUP FM 12Z	DART CONTAINER CORPORATION	40-25	DISPOSABLES	\$20.73	
219819	TRAY FM 9X12" UNLAM WHT	PACTIV - FOAM	2-125	DISPOSABLES	\$23.51	
222224	FOIL SHEETS 10.75X12" 12-200 REYN	DURABLE PACKAGING INTERNATONA	12-200 CT	DISPOSABLES	\$84.13	
222232	TRAY FM SNACK 5.5X3 WHT	PACTIV - FOAM	600CT	DISPOSABLES	\$16.71	
225401	FORK PLAS MED/HWT WHT	PRAIRIE PACKAGING,INC.	1M-CT	DISPOSABLES	\$28.87	
225428	SPOON PLAS MWT-HWT WHT	PRAIRIE PACKAGING,INC.	1M	DISPOSABLES	\$26.27	
233889	CONT PLAS SAND WEDGE CLR	ANCHOR PACKAGING INC.	250CT	DISPOSABLES	\$46.11	
240532	PLATE FM 8" UNLAM WHT	PACTIV - FOAM	8-125	DISPOSABLES	\$18.79	
241776	BOWL FM 12Z	PACTIV - FOAM	8-125	DISPOSABLES	\$18.79	
256145	CONT FM 8Z SQT	DART CONTAINER CORPORATION	20-50	DISPOSABLES	\$27.06	
265047	PLATTER FM 7X9"	PACTIV - FOAM	8-125	DISPOSABLES	\$35.69	
270709	CUP FM 10Z	DART CONTAINER CORPORATION	40-25	DISPOSABLES	\$18.85	
271926	FOIL CUTTER BX STD 18"X500'	ALCOA / REYNOLDS	1CT	DISPOSABLES	\$24.64	
273783	BOWL FM 12Z UNLAM	DART CONTAINER CORPORATION	20-50	DISPOSABLES	\$32.29	
278077	PLATE FM 9" UNLAM WHT	PACTIV - FOAM	4-125	DISPOSABLES	\$18.38	
279447	COVER BUN PAN	NATIONAL PLASTEK,INC.	200CT	DISPOSABLES	\$22.49	
280925	TOWEL FOODSERVICE CHIXTWL	CHICOPEE	150 CT	DISPOSABLES	\$43.70	
302589	BOWL FM 4-5Z UNLAM WHT	PACTIV - FOAM	8-125	DISPOSABLES	\$18.99	
304484	SHEET BAKE SLICONE 16.5X24.5	BROWN PAPER GOODS CO.	1M CT	DISPOSABLES	\$57.28	
304492	CUP PLAS 5Z TRANSL	FABRI-KAL CORPORATION	25-100	DISPOSABLES	\$31.77	
304688	GLOVE POLY MED FS IMPRTD	FOODHANDLER (ISLAND POLY INC.)	10-100 CT	DISPOSABLES	\$45.91	
305383	TRAY FM SNACK 7X9 WHT	PACTIV - FOAM	4-125	DISPOSABLES	\$24.30	
325913	TRAY SCHOOL FM 5CMPT	PACTIV-SCHOOL TRAYS	4-125CT	DISPOSABLES	\$20.73	
330477	BAG LUNCH 5.25X3.25X10.75" 1M BRNPPR	BROWN PAPER GOODS CO.	1M CT	DISPOSABLES	\$44.71	
397381	GLOVE VINYL MED PWD FR	FOODHANDLER (ISLAND POLY INC.)	10-100 CT	DISPOSABLES	\$32.63	
421885	BOWL FM 8Z WHT	DART CONTAINER CORPORATION	20-50	DISPOSABLES	\$26.64	
426601	CUTLERY WRPD SPORK NAP STRW	DISPOZ-O PRODUCTS	1Mct	DISPOSABLES	\$17.04	
430269	BAG SADDLE COOKIE CLR	FOODHANDLER (ISLAND POLY INC.)	2M CT	DISPOSABLES	\$18.13	
441333	PLATE PPR 6" ECON WHT	AJM PACKAGING CORP.	10-100	DISPOSABLES	\$10.97	
441953	CONT PLAS 8" CLR SMRTLK	PACTIV - FOAM	500CT	DISPOSABLES	\$53.16	
447801	CONT PLAS 9X6" CLR SMRTLK 2-125 PCTV	PACTIV - FOAM	2-125 CT	DISPOSABLES	\$49.38	
455849	BAG SADDLE SAND CLR	FOODHANDLER (ISLAND POLY INC.)	2M	DISPOSABLES	\$18.15	
466476	BAG POLY RECLOSABLE GAL	ALCOA - PRESTO PRODUCTS	250CT	DISPOSABLES	\$15.80	
467995	TRAY FM SNACK 8X10"	PACTIV - FOAM	500CT	DISPOSABLES	\$27.80	
465616	HAIRNET BRN	CELLUCAP MANUFACTURING COMPANY	144CT	DISPOSABLES	\$11.81	
453392	CONT PLAS 8.5" CLR SMRTLK	PACTIV - FOAM	2-125	DISPOSABLES	\$51.80	
496297	LINER PAN	BROWN PAPER GOODS CO.	1M	DISPOSABLES	\$35.92	
502952	TRAY SCHOOL FM 5CMPT WHT	PACTIV-SCHOOL TRAYS	4-125	DISPOSABLES	\$23.13	
520761	TRAY SCHOOL FM 5CMPT BIODEGRADABLE	DISPOZ-O PRODUCTS	4-125	DISPOSABLES	\$23.54	
560736	PLATE FM 9" LAM WHT	PACTIV - FOAM	4-125	DISPOSABLES	\$21.89	
552191	GLOVE POLY SYN MED TACTIX	FOODHANDLER (ISLAND POLY INC.)	4-100	DISPOSABLES	\$8.84	
553301	CONT PLAS 9" HOAG SMRTLK	PACTIV - FOAM	200CT	DISPOSABLES	\$45.94	
220530	TRAY PLAS 2CMPT NACHO 5X6 4-125 KE	DART CONTAINER CORP.	4-125	DISPOSABLES	\$25.95	
564524	CONT PLAS 6X8" CLR HNGD 4-100CT CFP	C & M FINE PACK	4-100CT	DISPOSABLES	\$58.98	
577642	SPOON PLAS MWT WHT POLY	DART CONTAINER CORPORATION	1M ct	DISPOSABLES	\$8.14	
577669	FORK PLAS MWT WHT POLY	DART CONTAINER CORPORATION	1M ct	DISPOSABLES	\$8.14	
577677	KNIFE PLAS MWT WHT	DART CONTAINER CORPORATION	1MCT	DISPOSABLES	\$8.14	
598143	CONT PLAS 9.25" CLR SMRTLK	PACTIV - FOAM	2-125	DISPOSABLES	\$45.18	
847510	TRAY SCHOOL FM 5CMPT	ADAMS PLASTICS, INC.	4-125	DISPOSABLES	\$16.34	
650090	CUTLERY KIT SPORK NAP STRW 1M	IPACK SOLUTION	1M CT	DISPOSABLES	\$16.83	



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754889	GLOVE VNYL MED PWDFR	FOODHANDLER (ISLAND POLY INC.)	4-100CT	DISPOSABLES	\$23.13	
754897	GLOVE VNYL LRG PWDFR	FOODHANDLER (ISLAND POLY INC.)	4-100CT	DISPOSABLES	\$23.13	
765202	GLOVE POLY SML FS	FOODHANDLER (ISLAND POLY INC.)	10-100CT	DISPOSABLES	\$19.46	
101303	DOUGH ROLL CINN FRZER-OVN	GENERAL MILLS BAKERIES	200-1.5Z	FROZEN	\$37.81	
109830	BISCUIT BTRMLK GLDN	GENERAL MILLS BAKERIES	120-2.25Z	FROZEN	\$23.08	
115870	SOUP BROCC CHS HT&SRV	HEINZ/QUALITY CHEF	4-8#	FROZEN	\$42.55	
119245	BROCCOLI CUTS	MARBRAN	12-2.5#	FROZEN	\$23.81	
119369	CORN CUT GOLDEN JUBILEE	ALLEN INC.	12-2.5#	FROZEN	\$21.06	
119385	CORN COB EARS LITTLE 3"	LAKESIDE FOODS - FRZ	3* 96CT	FROZEN	\$16.54	
119393	VEG MIXED	LAKESIDE FOODS - FRZ	12-2.5#	FROZEN	\$22.47	
119415	PEAS GREEN	LAKESIDE FOODS - FRZ	12-2.5#	FROZEN	\$21.99	
122696	DOUGH ROLL GLDN NUGGET	RICH PRODUCTS FROZEN (WEST SEN	180-1.26Z	FROZEN	\$19.42	
131940	DONUT RNG HMSTYL YST RSD 84-2.1Z	RICH PRODUCTS FROZEN (WEST SEN	84-2.1Z	FROZEN	\$20.73	
135051	DONUT CAKE ASST 3Z	AUNTIE EM'S BAKERY (QUALITY DA	8-6CT	FROZEN	\$18.72	
141683	DOUGH CINN TWIRL FZ	GENERAL MILLS BAKERIES	100-5Z	FROZEN	\$42.88	
152180	APTZR MOZZ STIX BRD BKABLE 4-3# ANCH	MCCAIN FOODS	4-3#	FROZEN	\$46.45	
154630	NOVELTY FZ BAR JCE GRN APPL	J & J SNACK FOODS CORPORATION	100-CT	FROZEN	\$18.79	
154840	NOVELTY FZ BAR JCE BLUE RASP	J & J SNACK FOODS CORPORATION	100ct	FROZEN	\$18.79	
154660	NOVELTY FZ BAR JCE PNK LEMND	J & J SNACK FOODS CORPORATION	100-CT	FROZEN	\$18.79	
157376	FRIES 1/4" SSPENN	LAMB WESTON, INC.	6-6#	FROZEN	\$18.35	
165263	MUFFIN ENGLISH 2.8Z	NEWLY WEDS FOODS (GLOV & CS)	12-6CT	FROZEN	\$16.92	
175600	BAGEL PLAIN SLCD 2.8Z	HARLAN BAKERIES INC	2.8Z 15-6CT	FROZEN	\$17.76	
175660	BAGEL VARIETY SLCD 2.8Z	HARLAN BAKERIES INC	2.8Z 15-6CT	FROZEN	\$20.72	
175680	BAGEL PLAIN PARBK	HARLAN BAKERIES INC	72-4Z	FROZEN	\$17.12	
175706	CARROT SLCD C/C	LAKESIDE FOODS - FRZ	12-2#	FROZEN	\$16.09	
175760	CROISSANT SLCD	GOLD STANDARD BAKING	1.5Z 6-18CT	FROZEN	\$38.63	
175770	CROISSANT SLCD 2.5Z	GOLD STANDARD BAKING	6-10CT	FROZEN	\$26.78	
176550	FRENCH TOAST SMRT STIX	RICH-SEAPAK (GLOV & CS)	10-2#	FROZEN	\$26.41	
177960	DONUT HOLE CAKE LITE BITE	AUNTIE EM'S BAKERY (QUALITY DA	8-24CT	FROZEN	\$16.75	
179390	BAGEL PLAIN IW	SARA LEE BAKERY (GLOV & CS)	100-2Z	FROZEN	\$24.87	
179698	DANISH ASST IW	AWREY BAKERIES INC	48-2.75Z	FROZEN	\$21.38	
181460	MUFFIN ASST MINI	ARNIES BAKERY	1.25Z 6-24	FROZEN	\$30.07	
190080	FRIES 1/4" CRSPY Q SPCY 6-5# LAMB	LAMB WESTON, INC.	6-5#	FROZEN	\$23.06	
195944	BEAN GREEN CUT	ALLEN INC.	12-2#	FROZEN	\$17.25	
208640	MUFFIN ENGLISH	NEWLY WEDS FOODS (GLOV & CS)	12-12CT	FROZEN	\$22.60	
214841	FRENCH TOAST STIX	MCCAIN FOODS USA	4-2.5#	FROZEN	\$13.11	
219590	ROLL DNNR ASST 1Z	BUN BASKET	12-12CT	FROZEN	\$23.24	
219800	ROLL DNNR POTATO WRPD	BUN BASKET	144-1Z	FROZEN	\$22.32	
219610	BREADSTICK PLAIN 8"	BUN BASKET	8" 10-20CT	FROZEN	\$30.88	
219630	BREADSTICK ITAL 8"	BUN BASKET	10-20CT	FROZEN	\$30.88	
219650	BUN SUB SLCD 8"	BUN BASKET	16-4CT	FROZEN	\$17.57	
219670	BUN SUB SLCD 6"	BUN BASKET	6" 12-6CT	FROZEN	\$14.43	
221706	FRIES 3/8" RIC LNG GRD A	LAMB WESTON, INC.	6-5#	FROZEN	\$15.93	
222127	DOUGH ROLL CINN LRG	RICH PRODUCTS FROZEN (WEST SEN	120-2.25Z	FROZEN	\$23.85	
222178	ROLL DNNR PLN PULL APART	AWREY BAKERIES INC	12-16CT	FROZEN	\$18.01	
223859	DOUGH CKY CHOC CHP	OTIS SPUNKMEYER, INC. (GLOV & C	320-1Z	FROZEN	\$27.41	
227307	DONUT CHOC MINI	FLOWERS FOODS	72-6CT	FROZEN	\$48.07	
227670	BUN SUB WHEAT SLCD 8"	BUN BASKET	16-4CT	FROZEN	\$20.74	
227700	BREADSTICK BRN & SRV 8"	BUN BASKET	8" 10-20CT	FROZEN	\$30.80	
230804	ROLL DNNR NAT GRAIN 85Z	BUN BASKET	85Z 8-24Z	FROZEN	\$22.36	
231045	BREAD WHT SLCD 1/2"	BUN BASKET	7-32Z	FROZEN	\$18.53	
231053	BREAD WHEAT SLCD 1/2"	BUN BASKET	7-32Z	FROZEN	\$18.52	
233490	PANCAKE MINI	BAKERY CHEF	24-45CT	FROZEN	\$28.00	
235199	MUFFIN CHOC CHP COOKIE IW	SARA LEE BAKERY (GLOV & CS)	24-4.75Z	FROZEN	\$13.63	
241199	DOUGH CKY CHOC CHP	APRIL HILL / OVENFRESH (GLOV-C	160-2.5Z	FROZEN	\$35.36	
249610	DOUGH CKY CHOC CHP 1Z	BEST MAID COOKIE CO	4-120CT	FROZEN	\$44.44	
249620	DOUGH CKY SGR 1Z	BEST MAID COOKIE CO	4-120CT	FROZEN	\$38.80	
252131	NOVELTY FZ SAND ICE CRM 5FLZ	COUNTRY FRESH FOOD SERVICE	2-24CT	FROZEN	\$19.83	
252490	DOUGH CKY CHOC CHP 1.5Z	BEST MAID COOKIE CO	4-80CT	FROZEN	\$55.83	



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252520	DOUGH CKY M&M CNDY1.5Z	BEST MAID COOKIE CO	4-80CT	FROZEN	\$63.32	
255335	DOUGH CKY CHOC CHP	APRIL HILL / OVENFRESH (GLOV-C	240-1.6Z	FROZEN	\$39.42	
257559	PIE PREBKD PUMPKIN	SARA LEE-CHEF PIERRE (GLOV)	6-10"	FROZEN	\$26.05	
261769	ONION RING BRD BKABLE	MCCAIN FOODS	4-2.5#	FROZEN	\$21.38	
262773	WRAP ORIG 12-8CT FLATOUT	PATTCO, INC./FLATOUT BREADS	12-8CT	FROZEN	\$31.20	
283780	VEG BLND CALIF 30#	DIVERSIFOOD ASSOCIATES - TX	30#	FROZEN	\$22.83	
285590	BROCCOLI CUTS IQF	MARBRAN	30#	FROZEN	\$21.45	
285620	CORN CUT IQF	BIRDS EYE FOODS	30#	FROZEN	\$20.28	
285630	BEAN GREEN CUT IQF 30#	BIRDS EYE FOODS	30#	FROZEN	\$20.41	
285660	PEAS GREEN IQF 30#	LAKESIDE FOODS - FRZ	30#	FROZEN	\$21.83	
285680	VEG MIXED 30#	LAKESIDE FOODS - FRZ	30#	FROZEN	\$22.10	
285740	VEG BLND CALIF PREM	ARBOR INTERNATIONAL FOODS - TX	30#	FROZEN	\$27.30	
287852	BREAD PITA FOLD 6"	GRECIAN DELIGHT FOODS,INC.	12-10CT	FROZEN	\$24.20	
291552	PANCAKE 144-1.2Z	PINNACLE FOODS GROUP, LLC (GLO	144-1.2Z	FROZEN	\$10.51	
293393	STRAWBERRY SLCD 4+1	DOLE PACKAGED FROZEN FOODS INC	6-6.5#	FROZEN	\$48.66	
293814	FRENCH TOAST	PINNACLE FOODS GROUP, LLC (GLO	144-1.5Z	FROZEN	\$17.82	
298921	BISCUIT BTRMLK SLCD 20Z	AWREY BAKERIES INC	2Z 5-12CT	FROZEN	\$9.98	
299008	MUFFIN BLUER 1.5Z	AWREY BAKERIES INC	3-24CT	FROZEN	\$19.02	
299014	MUFFIN CORN 1.5Z	AWREY BAKERIES INC	3-24CT	FROZEN	\$18.47	
306908	PASTRY MEX CHURRO	J & J SNACK FOODS CORPORATION	100-10"	FROZEN	\$32.20	
316776	SOUP CHIX NOODLE O/F CONC	HEINZ/CHEF FRAN	4-4#	FROZEN	\$37.91	
316938	ROLL DNNR WHEAT PULL APART	AWREY BAKERIES INC	16-12 CT	FROZEN	\$19.48	
317721	WAFFLE ORIGINAL SQUARE CN	PINNACLE FOODS GROUP, LLC (GLO	144-87Z	FROZEN	\$8.57	
323233	VEG BLND CALIF	MARBRAN	12-2#	FROZEN	\$20.14	
323365	DOUGH ROLL CINN PETITE	RICH PRODUCTS FROZEN (WEST SEN	240-1.25Z	FROZEN	\$26.13	
324167	POTATO ROUNDS	LAMB WESTON, INC.	6-5#	FROZEN	\$18.57	
330442	TOPPING WHIP I/BG 12-16Z	RICH PRODUCTS FROZEN (WEST SEN	12-16Z	FROZEN	\$32.59	
331058	TORTILLA FLOUR 6.25'	TYSON FOODS INC	24-12	FROZEN	\$14.47	
335568	NOVELTY FZ BAR JCE CHRY	J & J SNACK FOODS CORPORATION	100CT	FROZEN	\$18.79	
350420	DOUGH CKY CHOC CHP 3Z	BEST MAID COOKIE CO	4-36CT	FROZEN	\$46.84	
350430	DOUGH CKY M&M CNDY 3Z	BEST MAID COOKIE CO	3Z 4-36CT	FROZEN	\$50.24	
350501	DOUGH CKY HOLIDAY 1.33Z	APRIL HILL / OVENFRESH (H.Lee)	4-72CT	FROZEN	\$43.98	
388088	BAGEL STIX PLN CRM CHS	DOT FOODS-FRZ (GLOV & CS)	78-2.5Z	FROZEN	\$33.74	
388100	BAGEL STIX CINN CRM CHS	DOT FOODS-FRZ (GLOV & CS)	78-2.5Z	FROZEN	\$33.74	
405230	PRETZEL SFT PREBKD	J & J SNACK FOODS CORPORATION	2.5Z 8-25CT	FROZEN	\$43.92	
405240	PRETZEL SFT PREBKD 5Z	J & J SNACK FOODS CORPORATION	4-20CT	FROZEN	\$35.11	
412200	FRIES 5/16" R/C LNG GRD A	LAMB WESTON, INC.	6-5#	FROZEN	\$15.29	
424714	PRETZEL SFT KING SIZE	J & J SNACK FOODS CORPORATION	5Z 50CT	FROZEN	\$23.53	
432481	FRIES 7/16" R/C WSKIN 6-5# FLVLS	MCCAIN FOODS USA	6-5#	FROZEN	\$20.10	
439576	DOUGH BREADSTICK FREN-1Z	RICH PRODUCTS FROZEN (WEST SEN	300-CT	FROZEN	\$23.17	
452838	WAFFLE HMSTYL	DOT FOODS-FRZ (GLOV & CS)	120-1.3Z	FROZEN	\$15.87	
460848	MUFFIN ENGLISH 2Z	DOT FOODS-FRZ (GLOV & CS)	6-12CT	FROZEN	\$16.58	
464724	ROLL CINN ICED IW 4Z	AWREY BAKERIES INC	4Z 2-12CT	FROZEN	\$17.20	
465798	EGG SCRMBD BLND BAG FZ	MICHAEL FOODS-WALDBAUM	8-5#	FROZEN	\$27.87	
466028	WAFFLE JUMBO SQUARE	PINNACLE FOODS GROUP, LLC (GLO	144-1.27Z	FROZEN	\$10.51	
478199	BAGEL PLAIN PETITE 1Z	HARLAN BAKERIES INC	1Z 4-36CT	FROZEN	\$21.00	
481149	FRENCH TOAST THICK 2.55Z	PINNACLE FOODS GROUP, LLC (GLO	12-6CT	FROZEN	\$18.67	
491322	SHELL PIE 9" DEEP DISH	WICK'S PIES INC. (WINCHESTER,	6-3CT	FROZEN	\$13.21	
491349	SHELL PIE TOPS	WICK'S PIES INC. (WINCHESTER,	24-10"	FROZEN	\$14.49	
492656	SOUP CHIX DUMPLING CONC 4-4# CHFRAN	HEINZ/CHEF FRAN	4-4#	FROZEN	\$41.45	
495478	FRIES 5/16" R/C 6-5# RRUSSET	LAMB WESTON, INC.	6-5#	FROZEN	\$15.24	
495484	FRIES 5/16" C/C 6-5# RRUSSET	LAMB WESTON, INC.	6-5#	FROZEN	\$15.61	
503312	DOUGH CKY CHOC CHP	RICH PRODUCTS FROZEN (GLOV,HL,	240-1.6Z	FROZEN	\$44.47	
504076	DOUGH BISC HMSTYL	RICH PRODUCTS FROZEN (GLOV,HL,	216-2.5Z	FROZEN	\$36.39	
505722	TORTILLA FLOUR 8" PRSD	TYSON FOODS INC	20-12	FROZEN	\$17.11	
505748	TORTILLA FLOUR 10" PRSD	TYSON FOODS INC	16-12	FROZEN	\$16.89	
507482	WAFFLE STIX	NESTLE-HAND HELD FOODS GROUP	144-1.1Z	FROZEN	\$18.80	
509167	BREADSTICK FB	NEW YORK FROZEN FOODS	13ZCT	FROZEN	\$16.82	



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509793	SHERBET CUP RASPB	PIERRE FOODS - CLOVERVALE	96-4FLZ	FROZEN	\$17.53	
509809	SHERBET CUP ORNG	PIERRE FOODS - CLOVERVALE	96-4FLZ	FROZEN	\$17.53	
511269	DOUGH ROLL WHEAT	RICH PRODUCTS FROZEN (WEST SEN	240-1.5Z	FROZEN	\$29.55	
512580	BREAD BOULE SRDGH	MAPLE LEAF BAKERY	24-8Z	FROZEN	\$24.59	
512610	ROLL CIABATTA SQUARE	MAPLE LEAF BAKERY	85-4Z	FROZEN	\$29.13	
515884	DOUGH CKY SGR	RICH PRODUCTS FROZEN (WEST SEN	240-1Z	FROZEN	\$23.69	
699640	WAFFLE MAPLE RTE IW 72-2.2Z SMUCK	SMUCKER J.M. - FROZEN DIV.	72-2.2Z	FROZEN	\$30.61	
699630	WAFFLE CINN RTE IW 72-2.2Z SMUCK	SMUCKER J.M. - FROZEN	72-2.2Z	FROZEN	\$30.61	
517810	BUN HAMB WHEAT WHL	METROPOLITAN BAKING COMPANY	4" 10-12CT	FROZEN	\$21.11	
517830	BUN HOT DOG WHEAT WHL	METROPOLITAN BAKING COMPANY	12-12CT	FROZEN	\$23.66	
518557	POTATO TRIANGLES 2Z	LAMB WESTON, INC.	8-6#	FROZEN	\$18.89	
520713	MUFFIN BLUEB IW	SARA LEE BAKERY (GLOV & CS)	24-4.75Z	FROZEN	\$13.95	
520721	MUFFIN CHS STREUSEL IW	SARA LEE BAKERY (GLOV & CS)	24-4.75Z	FROZEN	\$13.63	
520748	MUFFIN CHOC CHNK IW	SARA LEE BAKERY (GLOV & CS)	24-4.754Z	FROZEN	\$13.63	
529303	MUFFIN ENG NAT GRAIN	NEWLY WEDS FOODS (GLOV & CS)	8-12CT	FROZEN	\$13.17	
538167	MUFFIN APPLE 1.5Z	AWREY BAKERIES INC	3-24CT	FROZEN	\$19.02	
538183	DOUGH CKY CHOC CHP 144-2.5Z	RICH PRODUCTS FROZEN (GLOV,HL.	144-2.5Z	FROZEN	\$41.28	
542512	PRETZEL SFT PREBKD 1Z	J & J SNACK FOODS CORPORATION	1Z 200CT	FROZEN	\$21.70	
548901	BREAD CINN SWIRL SLCD 3/4"	BUN BASKET	10-20Z	FROZEN	\$22.69	
549606	TORTILLA FLOUR 6.5" PRSD	TYSON FOODS INC	12-24CT	FROZEN	\$15.53	
651776	HASHBROWN PTY OVAL 2.25Z	LAMB WESTON, INC.	12-20CT	FROZEN	\$21.81	
555347	PRETZEL SFTSTIX CHS	J & J SNACK FOODS CORPORATION	200-.75Z	FROZEN	\$30.11	
558208	MUFFIN BAN NUT IW	SARA LEE BAKERY (GLOV & CS)	24-4.75Z	FROZEN	\$13.63	
559865	DONUT SUPER IW	SUPER BAKERY (GLOV & CS)	80-CT	FROZEN	\$23.37	
566130	BAGEL PLAIN SLCD 4Z	HARLAN BAKERIES INC	12-6CT	FROZEN	\$19.48	
570753	DOUGH PIZZA SHTD 7"	RICH PRODUCTS FROZEN (WEST SEN	96-5.5Z	FROZEN	\$38.12	
570796	DOUGH PIZZA SHTD 14"	RICH PRODUCTS FROZEN (WEST SEN	28-19Z	FROZEN	\$34.99	
570816	DOUGH PIZZA SHTD 16"	RICH PRODUCTS FROZEN (WEST SEN	20-28Z	FROZEN	\$33.45	
570828	DOUGH PIZZA SHTD 12X16	RICH PRODUCTS FROZEN (WEST SEN	22-24Z	FROZEN	\$34.61	
573301	DOUGH CKY CHOC CHP M&M R/F	BEST MAID COOKIE CO	200-1.5Z	FROZEN	\$41.04	
573557	DONUT SUPER BUN IW	SUPER BAKERY (GLOV & CS)	80-2.5Z	FROZEN	\$26.25	
576972	MUFFIN BAN NUT IW	BAKERY CHEF	80-1.8Z	FROZEN	\$22.63	
578989	MUFFIN APPLE CINN IW	BAKERY CHEF	80-1.8Z	FROZEN	\$22.72	
577008	MUFFIN BLUEB IW	BAKERY CHEF	80-1.8Z	FROZEN	\$22.58	
579335	DOUGH ROLL SUB WHI	RICH PRODUCTS FROZEN (WEST SEN	72-4Z	FROZEN	\$22.56	
579785	CORNBREAD PRE-CUT	SARA LEE BAKERY (GLOV & CS)	4-30CT	FROZEN	\$26.14	
690295	BREADSTICK FREN PARBK	RICH PRODUCTS FROZEN (WEST SEN	120-1.5Z	FROZEN	\$22.17	
686854	BUN HOT DOG FOOTLONG SLCD	APRIL HILL / OVENFRESH (GLOV-C	12-6CT	FROZEN	\$30.95	
687095	ROLL DNNR POTATO 1Z	BUN BASKET	12-12CT	FROZEN	\$15.74	
587485	ICE CRM CUP VAN	COUNTRY FRESH FOOD SERVICE	48-4FLZ	FROZEN	\$14.57	
587494	ICE CRM CUP CHOC	COUNTRY FRESH FOOD SERVICE	48-4FLZ	FROZEN	\$13.95	
587567	NOVELTY FZ BAR FUDG	COUNTRY FRESH FOOD SERVICE	4-24CT	FROZEN	\$19.26	
587583	NOVELTY FZ SAND ICE CRM 3FLZ	COUNTRY FRESH FOOD SERVICE	6-24CT	FROZEN	\$39.19	
588377	NOVELTY FZ SHAKE RNBW	COUNTRY FRESH FOOD SERVICE	24-12FL	FROZEN	\$13.13	
588385	NOVELTY FZ SHAKE CHOC	COUNTRY FRESH FOOD SERVICE	24-12FLZ	FROZEN	\$13.13	
588393	NOVELTY FZ SHAKE CKY N CREAM	COUNTRY FRESH FOOD SERVICE	24-12FLZ	FROZEN	\$13.13	
588717	NOVELTY FZ CHOCO TACO	COUNTRY FRESH FOOD SERVICE	24-4.25FLZ	FROZEN	\$22.55	
588725	NOVELTY FZ SAND ICE CRM MINI	COUNTRY FRESH FOOD SERVICE	6-24CT	FROZEN	\$30.68	
589241	NOVELTY FZ DRMSTX NUTTY ROYALE	COUNTRY FRESH FOOD SERVICE	3-24CT	FROZEN	\$24.86	
589276	NOVELTY FZ BAR JCE BLUE RASP	COUNTRY FRESH FOOD SERVICE	2-48CT	FROZEN	\$18.88	
591076	NOVELTY FZ SAND CKY CHOC CHIP	COUNTRY FRESH FOOD SERVICE	24CT	FROZEN	\$19.04	
592048	BREAD ELFIN BLUES LOAF IW	WINDSOR FROZEN FOODS	72-2Z	FROZEN	\$17.74	
592072	BREAD ELFIN BAN LOAF IW	WINDSOR FROZEN FOODS	72-2Z	FROZEN	\$17.74	
596302	ICE CRM CUP CHOC SUND	COUNTRY FRESH FOOD SERVICE	48-4FLZ	FROZEN	\$15.62	
596329	ICE CRM CUP STRAWS SUND	COUNTRY FRESH FOOD SERVICE	48-4	FROZEN	\$15.62	
599646	DOUGH CKY CHOC CHNK	GENERAL MILLS BAKERIES	216-1.5Z	FROZEN	\$48.67	



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59862	DOUGH CKY CHOC CHP M&M	GENERAL MILLS BAKERIES	216-1.5Z	FROZEN	\$48.67	
610526	PRETZEL SFT BIG CHS	J & J SNACK FOODS CORPORATION	50-5Z	FROZEN	\$35.60	
611131	DOUGH CINN TWISTS	GENERAL MILLS BAKERIES	52-4.25Z	FROZEN	\$27.76	
613268	DOUGH CKY SGR	GENERAL MILLS BAKERIES	216-1.5Z	FROZEN	\$48.67	
617650	PANCAKE WHL GRAIN	PINNACLE FOODS GROUP, LLC (GLO	144CT 1.2Z	FROZEN	\$11.40	
618152	DOUGH BISC STHRN STYL	GENERAL MILLS BAKERIES	216-2.2Z	FROZEN	\$29.67	
623381	BREAD WHT PULLMAN SLCD	METROPOLITAN BAKING COMPANY	10-32Z	FROZEN	\$24.07	
623400	BREAD WHEAT PULLMAN SLCD	METROPOLITAN BAKING COMPANY	10-32Z	FROZEN	\$24.63	
628981	BREAD GARL TX TST SLCS	NEW YORK FROZEN FOODS	125CT	FROZEN	\$18.03	
649449	DONUT CAKE JUMBO	RICH PRODUCTS FROZEN (WEST SEN	100-3Z	FROZEN	\$30.54	
559355	DONUT BB IW	SUPER BAKERY (GLOV & CS)	160-1.3Z	FROZEN	\$29.93	
658398	DONUT FOOTBALL IW	SUPER BAKERY (GLOV & CS)	180-1.3Z	FROZEN	\$29.93	
667021	BREAD LAWASH WHT 12"	AMERICAN BAKERY PRODUCTS, INC.	12-5CT	FROZEN	\$24.57	
670715	NOVELTY FZ BAR SNICKERS 2FLZ	COUNTRY FRESH FOOD SERVICE	2-24CT	FROZEN	\$34.68	
673366	BROCCOLI FLORETS	MARBRAN	12-2#	FROZEN	\$25.09	
727431	FRIES 3/8" S/C 6-5# P/L	GLACIER SALES INC.	6-5#	FROZEN	\$14.84	
727458	FRIES 5/16" R/C	GLACIER SALES INC.	6-5#	FROZEN	\$16.27	
746819	SHERRET CUP LIME	PIERRE FOODS - CLOVERVALE	96-4FLZ	FROZEN	\$17.53	
763226	BUN HOT DOG SLCD 6"	APRIL HILL / OVENFRESH (GLOV-C	6" 12-12CT	FROZEN	\$20.53	
763233	BUN HAMB SLCD 4"	APRIL HILL / OVENFRESH (GLOV-C	4" 10-12CT	FROZEN	\$17.68	
767016	NOVELTY FZ BAR JCE ORNG	J & J SNACK FOODS CORPORATION	100CT	FROZEN	\$18.79	
767026	NOVELTY FZ BAR JCE GRP	J & J SNACK FOODS CORPORATION	100CT	FROZEN	\$18.79	
768952	WRAP TORTILLA 12" CHS/JALAP	TYSON FOODS INC	6-12	FROZEN	\$15.79	
768965	WRAP TORTILLA 12" HNY WHEAT	TYSON FOODS INC	6-12	FROZEN	\$14.21	
769002	WRAP TORTILLA 12" TOM ATO	TYSON FOODS INC	6-12CT	FROZEN	\$15.79	
769048	WRAP TORTILLA 12" WHT	TYSON FOODS INC	6-12	FROZEN	\$11.58	
788805	ICE CREAM VAN ECON	COUNTRY FRESH FOOD SERVICE	3GAL	FROZEN	\$16.72	
791989	YOGURT MIX VAN N/F	GENERAL MILLS, INC.	6-.5GAL	FROZEN	\$33.03	
841664	FRENCH TOAST STIX	PINNACLE FOODS GROUP, LLC (GLO	175CT 10#	FROZEN	\$10.87	
100196	TOMATO PASTE CALIF 26%	NEIL JONES FOOD COMPANY- NW CA	6#10	GROCERY	\$24.93	
100234	SAUCE PIZZA W/BASL CALIF	PACIFIC COAST PRODUCERS	6#10	GROCERY	\$18.33	
100820	BAR GRANOLA CHOC CHIP	PEPSICO/QUAKER FOOD AND BEVERA	12-10ct	GROCERY	\$22.02	
100830	BAR GRANOLA PNUIT B TR& CHOC	PEPSICO/QUAKER FOOD AND BEVERA	12-10 CT	GROCERY	\$22.02	
100927	JELLY APPLE-GRAPE	CARRIAGE HOUSE - STK SAUCE/JEL	6#10	GROCERY	\$32.82	
100979	JELLY ASST	CARRIAGE HOUSE - STK SAUCE/JEL	6#10	GROCERY	\$32.93	
101176	SOUP CHIX NOODL	CAMPBELL SOUP CO-DEPT 2337431	12#5	GROCERY	\$30.67	
101346	SOUP CRM OF MUSHRM	CAMPBELL SOUP CO-DEPT 2337431	12#5	GROCERY	\$34.17	
101427	SOUP TOMATO	CAMPBELL SOUP CO-DEPT 2337431	12-5#	GROCERY	\$25.95	
101729	SOUP CHIX NOODL	H J HEINZ CO SUITE 117 (FREMO	12#5	GROCERY	\$28.77	
102008	SOUP TOMATO	H J HEINZ CO SUITE 117 (FREMO	12#5	GROCERY	\$27.87	
102911	RAVIOLI BEEF MT SCE	CONAGRA FOODS SALES INC. DRY (I	6#10	GROCERY	\$28.11	
103047	CHILI W/BEAN 8-10 HRTHSTN	VANEE COMPANY	6#10	GROCERY	\$40.43	
103083	CHILI HOT DOG W/MT & BEAN	VANEE COMPANY	6#10	GROCERY	\$30.72	
712240	CHIP NACHO CHS BKD 64-LSSV DORITOS	FRITO LAY	64-LSSV	GROCERY	\$22.44	
712600	PRETZEL TWIST TINY 64-LSSV ROLD GOLD	FRITO LAY	64-LSSV	GROCERY	\$22.44	
105040	CHIP CORN 104-SSV	FRITO LAY	104-SSV	GROCERY	\$23.35	



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105050	CHIP CORN CHILI CHS 104-SSV	FRITO LAY	104-SSV FRITOS	GROCERY	\$23.35	
105060	CHIP NACHO CHS 104-SSV	FRITO LAY	104-SSV	GROCERY	\$23.35	
105080	CHIP COOL RNCH 104-SSV	FRITO LAY	104-SSV	GROCERY	\$23.35	
105090	SNACK ONIO FLVR 104-SSV	FRITO LAY	104-SSV	GROCERY	\$23.35	
105110	CHIP POT REG 104-SSV	FRITO LAY	104-SSV	GROCERY	\$23.35	
105120	CHIP POT SR CRM ONIO	FRITO LAY	104-SSV	GROCERY	\$23.35	
105130	CHIP POT BBQ 104-SSV	FRITO LAY	104-SSV	GROCERY	\$23.35	
105140	SNACK POT CRISP 88-SSV	FRITO LAY	88-SSV	GROCERY	\$20.04	
105170	CHIP POT RIDG 104-SSV	FRITO LAY	104-SSV	GROCERY	\$23.35	
105180	CHIP POT CHED SR CRM 104-SSV	FRITO LAY	104-SSV	GROCERY	\$23.35	
105190	SNACK CHS CRNCHY 104-SSV	FRITO LAY	104-SSV	GROCERY	\$23.35	
105200	SNACK CHS FLAMIN HOT 104-SSV	FRITO LAY	104-SSV	GROCERY	\$23.35	
105210	PRETZEL TWIST TINY 88-SSV	FRITO LAY	88-SSV	GROCERY	\$19.83	
105220	POPCORN WHT CHED 104-SSV	FRITO LAY	104-SSV	GROCERY	\$23.35	
712550	CHIP POT BKD 64-LSSV LAYS	FRITO LAY	64-LSSV	GROCERY	\$22.44	
712550	CHIP POT BBQ BKD 64-LSSV LAYS	FRITO LAY	64-LSSV	GROCERY	\$22.44	
712540	CHIP POT SR CRM ONIO BKD 64-LSSV	FRITO LAY	64-LSSV	GROCERY	\$22.44	
105280	CHIP HARV CHED 104-SSV	FRITO LAY	104-SSV	GROCERY	\$21.19	
712680	CHIP CORN 64-LSSV FRITOS	FRITO LAY	64-LSSV	GROCERY	\$22.44	
712680	CHIP NACHO CHS 64-LSSV DORITOS	FRITO LAY	64-LSSV	GROCERY	\$22.44	
712650	CHIP COOL RNCH 64-LSSV	FRITO LAY	64-LSSV	GROCERY	\$22.44	
712670	CHIP POT REG 60-LSSV	FRITO LAY	60-LSSV	GROCERY	\$22.44	



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712520	CHIP POT BBQ 64-LSSV LAYS	FRITO LAY	64-LSSV	GROCERY	\$22.44	
712570	CHIP POT RIDG 64-LSSV RUFF	FRITO LAY	64-LSSV	GROCERY	\$22.44	
712580	CHIP POT CHED SR CRM 64-LSSV	FRITO LAY	64-LSSV	GROCERY	\$22.44	
712450	SNACK CHS CRNCHY 64-LSSV	FRITO LAY	64-LSSV	GROCERY	\$22.44	
712431	CHIP ORIG FLVR 64-LSSV SUNCHIP	FRITO LAY	64-LSSV	GROCERY	\$22.44	
712440	CHIP HARV CHED 64-LSSV SUNCHIP	FRITO LAY	64-LSSV	GROCERY	\$22.44	
712610	POPCORN WHT CHED 64-LSSV SMARTFOOD	FRITO LAY	64-LSSV	GROCERY	\$22.44	
712710	CHIP TORTL BITE SZ 64-LSSV TOSTITOS	FRITO LAY	64-LSSV	GROCERY	\$22.44	
106747	PUDDING RTS BTRSCOTCH	ADVANCED FOOD PRODUCTS, LLC	6#10	GROCERY	\$21.91	
106755	PUDDING RTS CHOC FUDG	ADVANCED FOOD PRODUCTS, LLC	6-#10	GROCERY	\$22.58	
106771	PUDDING RTS VAN	ADVANCED FOOD PRODUCTS, LLC	6#10	GROCERY	\$20.13	
107042	DRESSING SALAD	VENTURA FOODS (B-DRESSINGS)	4-1GAL	GROCERY	\$19.34	
107247	VINEGAR WHT 4%	MIZKAN AMERICAS, INC.	6-1GAL	GROCERY	\$11.01	
107352	PICKLE KOSH DILL SPEAR	BAY VALLEY FOODS	6#10	GROCERY	\$25.65	
107811	SYRUP PANCK MAPLE	LYONS MAGNUS	4-1GAL	GROCERY	\$17.11	
107778	SHORTENING LIQ CRMY FRY H/D	CARGILL OIL - SIDNEY, OH (GLOV	35#	GROCERY		\$3.00
108162	PASTA NOODL EGG WD 1/4"	DAKOTA GROWERS PASTA COMPANY	2-5#	GROCERY	\$12.58	
108197	PASTA LASGN RIDG CURLY 2 1/8"	DAKOTA GROWERS PASTA COMPANY	10#	GROCERY	\$13.00	
108251	RICE 25#	MARS FOODS US, LLC	25#	GROCERY	\$14.56	
108265	SALT IODIZED	CARGILL SALT - AKRON OH (GLOV	25#	GROCERY	\$3.24	
108310	SNACK FRT SCOOPY DDO	GENERAL MILLS (GLOV & CS)	96CT	GROCERY	\$25.63	
108320	CANDY BAR TWIX PNUT 8TR	MARS SNACKFOOD US, LLC	12-11CT	GROCERY	\$20.23	
108332	PASTA SPAGHETTI 20' THIN	DAKOTA GROWERS PASTA COMPANY	20#	GROCERY	\$19.80	
108375	PASTA SPAGHETTI 20' LONG	DAKOTA GROWERS PASTA COMPANY	20#	GROCERY	\$19.69	
108588	SUGAR BEET GRANUL	INDIANA SUGARS INC	25#	GROCERY	\$11.13	
108626	SUGAR BROWN	INDIANA SUGARS INC	25#	GROCERY	\$13.92	
108693	SUGAR POWDERED 6X	INDIANA SUGARS INC	6X 25#	GROCERY	\$12.64	
109738	SAUCE BBQ	KRAFT NORTH AMERICAN FOODSRVC	4-1GAL	GROCERY	\$33.38	
109908	MUSTARD PKT	H J HEINZ CO SUITE 117 (FREM)	200-CT	GROCERY	\$5.07	
110431	CRACKER GLDFSH CHS	CAMPBELL SOUP CO-DEPT 2337431	300-75Z	GROCERY	\$38.05	
112186	CRACKER CLUB PC PKG	KELLOGG GROCERY	300-2CT	GROCERY	\$9.68	
112828	PAN COATING SPRAY	PAR-WAY	6-17Z	GROCERY	\$18.58	
113271	MARGARINE SLD 30-1#	VENTURA FOODS (A-SOLIDS)	30-1#	GROCERY	\$22.35	
117530	CEREAL ASST FAV CUP 60CT	KELLOGG GROCERY	60CT	GROCERY	\$42.43	
117773	APPLE SLCD W/P	NEW ERA CANNING	6#10	GROCERY	\$25.78	
117897	ORANGES MAND WHL L/S	LIMSON TRADING, INC.	6#10	GROCERY	\$27.58	
118265	FRUIT MIXED DCD L/S	DELMONTE FOODS - FRUITS	6#10	GROCERY	\$28.34	
118290	KETCHUP JUG POUR & STORE	H J HEINZ CO USA 117 (FOB)	6#10	GROCERY	\$25.74	
118348	PEAS & CARROT DCD	LAKESIDE FOODS	6#10	GROCERY	\$19.20	
118509	POTATO GRANULES NO MILK	BASIC AMERICAN FOODS	6-5.75# GFS	GROCERY	\$44.02	
118516	POTATO GRANULES W/MILK	BASIC AMERICAN FOODS	6-5.31#	GROCERY	\$43.15	



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118567	POTATO SCALLOPED CLASSIC	BASIC AMERICAN FOODS	6-2.25#	GROCERY	\$39.09	
118575	POTATO AU GRATIN CLASSIC	BASIC AMERICAN FOODS	6-2.25#	GROCERY	\$39.81	
118583	POTATO DCD	LAKESIDE FOODS	6#10	GROCERY	\$16.10	
118605	POTATO SWT CUT 40-55CT L/S	MOODY DUNBAR INC.	6#10	GROCERY	\$23.38	
118737	BEAN GREEN CUT	NEW ERA CANNING	6#10	GROCERY	\$16.08	
118753	BEAN GARBANZO	HANOVER FOOD SERVICE CORP	6#10	GROCERY	\$15.55	
118761	BEAN KIDNEY RED DARK	FURMANO FOODS	6#10	GROCERY	\$14.90	
118828	BEAN & PORK NAVY	LAKESIDE FOODS	6#10	GROCERY	\$14.97	
118907	CARROT DCD	LAKESIDE FOODS	6#10	GROCERY	\$14.23	
118915	CARROT SLCD MED	SENECA FOODS CORPORATION	6#10	GROCERY	\$13.95	
119059	VEGETABLES MXD	LAKESIDE FOODS	6#10	GROCERY	\$15.29	
122200	APPLE SAUCE NAT	KNOUSE FOODS, INC.	72-4Z	GROCERY	\$19.76	
124222	FILLING PIE APPLE	BIRDS EYE FOODS (MI)	6#10	GROCERY	\$26.22	
124248	FILLING PIE CHERRY	BIRDS EYE FOODS (MI)	6#10	GROCERY	\$49.95	
130834	SAUCE MARINARA DIPN CUP	HEINZ/PORION PAC	100-1Z	GROCERY	\$14.17	
133770	SAUCE PIZZA FZ DIPN	RICH PRODUCTS FROZEN (WEST SEN)	140-1.25Z	GROCERY	\$20.85	
136476	SAUCE CHS CHED SHARP	GEHL'S FOODS, INC	4-8.75#	GROCERY	\$38.15	
144207	SAUCE SPAGHETTI	RED GOLD LLC	6#10	GROCERY	\$18.51	
147990	BAR MLK&CEREAL CINN TST	GENERAL MILLS (GLOV & CS)	8-12CT	GROCERY	\$39.86	
148000	BAR MLK&CEREAL HNYNUT CHEERIO	GENERAL MILLS (GLOV & CS)	8-12CT	GROCERY	\$39.86	
149195	PICKLE DILL SLCD HAMB	BAY VALLEY FOODS	4-1GAL	GROCERY	\$15.72	
149209	PICKLE DILL SLCD HAMB 1/8"	BAY VALLEY FOODS	5GAL	GROCERY	\$18.11	
150614	SNACK SNAK-ENS DLX	GENERAL MILLS (GLOV & CS)	60-1.75Z	GROCERY	\$18.59	
150991	SAUCE CHS CHED SHARP	ASSOCIATED MLK PRODUCERS INC.	6#10	GROCERY	\$30.76	
152058	KETCHUP CAN 29% XTHK	RED GOLD LLC	6#10	GROCERY	\$14.81	
152811	ORANGES MAND BRKN L/S	LIMSON TRADING, INC.	6#10	GROCERY	\$28.56	
712510	SNACK CHS FLAMIN HOT 64-LSSV CHEESE	FRITO LAY	64-LSSV	GROCERY	\$22.44	
155640	PUDDING CUP VAN	CONAGRA CULINARY-REFRIGERATED	48-3.5Z	GROCERY	\$15.91	
155670	PUDDING CUP CHOC	CONAGRA CULINARY-REFRIGERATED	48-3.5Z	GROCERY	\$15.91	
158020	BAR MLK&CEREAL COCOPUFF	GENERAL MILLS (GLOV & CS)	8-12-CT	GROCERY	\$39.86	
158783	CHIP CORN FUN SZ	FRITO LAY	120-.75Z	GROCERY	\$16.06	
158771	PRETZEL TWIST TINY	FRITO LAY	120-.5Z	GROCERY	\$16.06	
168798	SNACK CHS CRNCHY FUN SZ	FRITO LAY	120CT	GROCERY	\$16.06	
158801	CHIP NACHO CHS FUN	FRITO LAY	120CT	GROCERY	\$16.06	
158828	TREAT RICE KRISPIE MINI	KELLOGG GROCERY	500-.39Z	GROCERY	\$54.90	
159204	SEASONING TACO MIX	UNILEVER BESTFOODS/201436	6-9Z	GROCERY	\$15.63	
159950	MUSTARD PKT	HEINZ/PORION PAC	1000-5.5GM	GROCERY	\$12.72	
159990	JELLY ASST #10 PKT	HEINZ/PORION PAC	400-10GM	GROCERY	\$13.33	
160020	SAUCE SWT & SOUR DIPN CUP	HEINZ/PORION PAC	200-1Z	GROCERY	\$21.58	
160030	SAUCE BBQ DIPN CUP	HEINZ/PORION PAC	200-1Z	GROCERY	\$21.24	
160040	SAUCE HNY MSTRD DIPN CUP	HEINZ/PORION PAC	200-1Z	GROCERY	\$22.35	
160060	SYRUP PANCK PKT	HEINZ/PORION PAC	200-1.5Z	GROCERY	\$14.53	
160070	SAUCE HOT PKT	HEINZ/PORION PAC	500-3GM	GROCERY	\$14.13	
160075	COOKIE CHOC CHIP O/F	KELLOGG GROCERY	10#	GROCERY	\$15.49	
160080	DRESSING RNCH BTRMLK PKT	HEINZ/PORION PAC	500-12GM	GROCERY	\$21.72	
160090	SYRUP PANCK CUP	HEINZ/PORION PAC	200-1.5Z	GROCERY	\$17.43	
162531	SNACK FRT CURIOUS GEORGE	CONAGRA FOODS SALES INC.DRY (I	200-.9Z	GROCERY	\$22.94	
162980	CHIP TORTL WHT TRI	TYSON-MEXICAN ORIGINAL	5-1.5#	GROCERY	\$9.15	



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162990	CHIP TORTL RND WHT	TYSON-MEXICAN ORIGINAL	5-1.5#	GROCERY	\$9.17	
163010	CHIP TORTL WHT TRI	TYSON-MEXICAN ORIGINAL	5-1.5#	GROCERY	\$6.45	
163020	CHIP TORTL RND YEL	TYSON-MEXICAN ORIGINAL	5-1.5#	GROCERY	\$6.28	
163554	PUDDING RTS MILK CHOC	ADVANCED FOOD PRODUCTS, LLC	6#10	GROCERY	\$20.24	
172782	SAUCE SPAGHETTI MEATLESS	CONAGRA FOODS SALES INC.DRY (I	6-10#	GROCERY	\$24.61	
175102	CRACKER GRHM	KELLOGG GROCERY	200-2CT	GROCERY	\$11.38	
176400	CROUTON SEAS PC PKT	SUGAR FOODS CORP.	500-.25Z	GROCERY	\$31.13	
178829	PASTRY POP-TART STRAWS FRSTD	KELLOGG GROCERY	80-1CT	GROCERY	\$21.12	
183245	PEANUT BUTTER SMOOTH	CARRIAGE HOUSE - PNUT BUTTER	6-5#	GROCERY	\$40.46	
184990	BAR YOGURT STRAWB 6-16	KELLOGG GROCERY	6-16#	GROCERY	\$35.36	
187542	PAN COATING	PAR-WAY	6-21Z	GROCERY	\$27.77	
188468	STUFFING MIX CRNBRD 6-56Z UBEN	MARS FOODS US, LLC	6-56Z	GROCERY	\$48.09	
189952	PINEAPPLE CHUNKS IN JCE	LIMSON TRADING, INC.	6#10	GROCERY	\$25.73	
189979	PINEAPPLE TIDBITS IN JCE	LIMSON TRADING, INC.	6#10	GROCERY	\$24.40	
191090	SNACK CHS BKD 104-SSV	FRITO LAY	104-SSV	GROCERY	\$21.19	
191736	MARSHMALLOW MINI	DOUMAK, INC.	12-1#	GROCERY	\$14.76	
193119	POTATO PRLS SEAS 8-5# BAMER	BASIC AMERICAN FOODS	8-5#	GROCERY	\$76.01	
194510	CRACKER GLDFSH GRHM	CAMPBELL SOUP CO-DEPT 2337431	300-2CT	GROCERY	\$33.06	
195219	RAVOLI BEEF MT SCE MINI	CONAGRA FOODS SALES INC.DRY (I	6#10	GROCERY	\$29.17	
203661	CHIP TORTL	FRITO LAY	5-1#	GROCERY	\$9.76	
210528	TREAT RICE KRISPIE DBL CHOC	KELLOGG GROCERY	6#10	GROCERY	\$27.96	
214230	DRESSING HNY MSTRD	VENTURA FOODS (3-DRESSINGS)	4-1GAL	GROCERY	\$34.08	
219096	SAUCE SWT & SOUR 12-52Z GFS	VANEE COMPANY	12-52Z	GROCERY	\$40.57	
220744	STUFFING MIX CHIX FLVR	KRAFT NORTH AMERICAN FOODSRVC	6-64Z	GROCERY	\$51.36	
221384	PASTRY POP-TART ALL FLAVORS	KELLOGG GROCERY	72-2CT	GROCERY	\$26.28	
222313	SEASONING TACO MIX	WIXON FONTAROME	6-6Z	GROCERY	\$10.29	
222321	SAUCE TACO AP	CONAGRA FOODS SALES INC.DRY (I	4-1GAL	GROCERY	\$30.87	
224413	SUGAR BEET GRANUL	INDIANA SUGARS INC	50#	GROCERY	\$20.87	
224421	PEAR HALVES L/S	INDEPENDENT FOOD PROCESSORS	6#10	GROCERY	\$24.25	
224448	PEACH SLCD L/S	DELMONTE FOODS - FRUITS	6#10	GROCERY	\$27.19	
225304	FRUIT COCKTAIL L/S 6-10	DELMONTE FOODS - FRUITS	6#10	GROCERY	\$29.42	
225614	HONEY CLOVER 4-6# GFS	GROEB FARMS/GOURMET JOSE	4-6#	GROCERY	\$47.27	
226380	CHIP NACHO CHS BKD	FRITO LAY	88-.75Z	GROCERY	\$19.63	
226726	COOKIE OREO MINI IND SRV	KRAFT NORTH AMERICAN FOODSRVC	4-12CT	GROCERY	\$14.67	
227528	FLOUR H&R AP	BAY STATE MILLING (WINONA)	2-25#	GROCERY	\$19.82	
231782	SAUCE MARINARA SMOOTH	PACIFIC COAST PRODUCERS	6#10	GROCERY	\$21.12	
232424	GRAVY BF RSTD	VANEE COMPANY	12-50Z	GROCERY	\$21.55	
232882	CEREAL APPLE JACKS BWL	KELLOGG GROCERY	96CT	GROCERY	\$23.29	
232904	CEREAL COCOA KRISPIES BWL	KELLOGG GROCERY	96CT	GROCERY	\$23.29	
232939	CEREAL FROOT LOOPS BWL	KELLOGG GROCERY	96CT	GROCERY	\$23.29	
233005	CEREAL RICE KRISPIES BWL	KELLOGG GROCERY	96CT	GROCERY	\$23.29	
233021	CEREAL FRSTD FLKS BWL	KELLOGG GROCERY	96CT	GROCERY	\$23.29	



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233048	CEREAL CORN POPS BWL	KELLOGG GROCERY	96CT	GROCERY	\$23.29	
233056	CEREAL HNY SMACKS BWL	KELLOGG GROCERY	96CT	GROCERY	\$23.29	
233072	MARGARINE REDDIES 90CT/#	VENTURA FOODS (A-SOLIDS)	90CT/#	GROCERY	\$13.28	
233927	CRACKER GLDFSH CHS	CAMPBELL SOUP CO-DEPT 2337431	6-31Z	GROCERY	\$30.10	
238170	CRACKER RITZ BITS PNUIT BTR 12-12 NAB	KRISPAK, INC.	12-12CT	GROCERY	\$48.03	
238180	CRACKER RITZ BITS CHS	KRISPAK, INC.	12-12CT	GROCERY	\$48.39	
240303	TUNA CHNK LT IN WTR	LIMSON TRADING, INC.	6-66.5Z	GROCERY	\$45.66	
240669	OATS QUICK HOT CEREAL	RALSTON FOODS/RALCORP HOLDINGS	12-42Z	GROCERY	\$25.97	
242390	GRAVY MIX CHIX	DIAMOND CRYSTAL (BONDURANT, IA)	12-15Z	GROCERY	\$25.84	
244708	KETCHUP VOLUME PK	H J HEINZ CO USA 117 (FOB)	3GAL	GROCERY	\$13.00	
244805	CORN WHL KERNEL STD GRADE	SENECA FOODS CORPORATION	6#10	GROCERY	\$15.39	
245860	SAUCE ALFREDO 12-2.5#FLZ PG	REQUEST FOODS, INC.	12-2.5#	GROCERY	\$37.44	
246131	TOMATO DCD WJCE MW	HIRZEL CANNING COMPANY	6#10	GROCERY	\$15.08	
247001	SAUCE SPAGHETTI VINE RIPE	HIRZEL CANNING COMPANY	6#10	GROCERY	\$14.38	
247197	CEREAL RAISIN BRAN BWL	KELLOGG GROCERY	96CT	GROCERY	\$23.29	
248380	BAR STRAWB	KRISPAK, INC.	6-16-CT	GROCERY	\$36.14	
248390	BAR RASPB 6-16	KRISPAK, INC.	6-16 CT	GROCERY	\$36.14	
248400	BAR BLUEB 6-16	KRISPAK, INC.	6-16CT	GROCERY	\$36.14	
249410	BAR APPLE CINN	KRISPAK, INC.	6-16-CT	GROCERY	\$36.14	
248930	CRACKER CHEEZ-IT 1.5Z	KRISPAK, INC.	4-36CT	GROCERY	\$34.99	
251670	SNACK KID'S MIX 104-SSV	FRITO LAY	104-SSV	GROCERY	\$23.35	
255521	KETCHUP PKT	H J HEINZ CO SUITE 117 (FREMO)	1000-9GM	GROCERY	\$19.47	
256683	BROWNIE MIX	CONTINENTAL MILLS-IL (GLOV & C	6-6#	GROCERY	\$40.60	
255831	SHORTENING CANOLA CLR LIQ FRY	CARGILL OIL - SIDNEY, OH (GLOV)	35#	GROCERY		\$3.00
256137	CRACKER GRHM HNY L/F	KRAFT NORTH AMERICAN FOODS/RVC	200-2CT	GROCERY	\$10.64	
256935	PEAS SWT MXD SV	LODI CANNING CO INC	6#10	GROCERY	\$16.31	
257885	DRESSING ITAL GOLDEN	VENTURA FOODS (B-DRESSINGS)	4-1GAL	GROCERY	\$24.20	
258865	POPCORN YEL UNPOPPED	KRISPAK, INC.	4-12.5#	GROCERY	\$23.60	
260231	FLOUR A/P	KING MILLING COMPANY (GLOV)	2-25#	GROCERY	\$16.31	
261594	BROTH CHIX NO MSG	VANEE COMPANY	12#5	GROCERY	\$24.37	
261629	RAVIOLI BEEF TOM SOE	CONAGRA FOODS SALES INC.DRY (I	6#10	GROCERY	\$21.63	
262684	CROUTON HERB SEAS	SUGAR FOODS CORP.	8-2.5#	GROCERY	\$30.48	
262706	PEAR SLCD L/S	INDEPENDENT FOOD PROCESSORS	6#10	GROCERY	\$24.25	
263908	SAUCE CHS NACHO	B & G FOODS, INC.	4-107Z	GROCERY	\$35.82	
263893	RICE INST	MARS FOODS US, LLC	12-24Z	GROCERY	\$20.11	
266256	MUSTARD YELLOW PREP	MIZKAN AMERICAS, INC.	6-1GAL	GROCERY	\$11.55	
266523	DRESSING RNCH BTRMLK	T MARZETTI COMPANY	120-1.5Z	GROCERY	\$16.61	
268348	PEACH DCD L/S	PACIFIC COAST PRODUCERS	6#10	GROCERY	\$27.24	
270075	KETCHUP CAN	CONAGRA FOODS SALES INC.DRY (I	6#10	GROCERY	\$17.34	
270199	STEW BEEF	VANEE COMPANY	6-#0	GROCERY	\$56.71	
270539	HONEY PKT	HEINZ/PORION PAC	200-9GM	GROCERY	\$15.17	
270644	CRACKER SALTINE	KELLOGG GROCERY	300-4CT	GROCERY	\$11.69	
273856	BEAN GREEN CUT MXD SV	NEW ERA CANNING	6#10	GROCERY	\$18.32	
278971	APPLESAUCE SWT	NEW ERA CANNING	6#10	GROCERY	\$20.32	
283610	CHOC CHIPS SMISWT 1000/#	NUT BAR CO. INC.	4-4#	GROCERY	\$36.24	
284351	FLOUR BRD BLCHD	CONAGRA FLOUR MILLING CO.	50#	GROCERY	\$25.94	
287229	SAUCE CHS NACHO	GENERAL MILLS (GLOV & CS)	6#10	GROCERY	\$51.95	
287237	KETCHUP PKT	HEINZ/PORION PAC	1000-7GM	GROCERY	\$14.98	
290025	GRAVY MIX CHIX	NESTLE USA-DRY	8-22.5Z	GROCERY	\$26.02	
290033	GRAVY MIX BROWN	NESTLE USA-DRY	8-1#	GROCERY	\$20.61	



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290203	PEAR DCD L/S	INDEPENDENT FOOD PROCESSORS	8#10	GROCERY	\$24.25	
290319	SAUCE MIX CHS INST	NESTLE USA-DRY	8-32OZ	GROCERY	\$44.57	
292346	PASTA NOODL EGG 1/2" XTRA WD	DAKOTA GROWERS PASTA COMPANY	2-5#	GROCERY	\$12.58	
292702	OIL VEG SALAD CLR NT	CARGILL OIL - SIDNEY, OH (GLOV	6-1GAL	GROCERY		\$3.00
293628	BACON BIT IMIT FLVRD	LEGACY FOODS	10-1#	GROCERY	\$12.13	
293962	BEAN REFRD	CONAGRA FOODS SALES INC.DRY (I	6#10	GROCERY	\$21.21	
294659	SAUCE BBQ PKT 200-12GM	HEINZ/PORTION PAC	200-12GM	GROCERY	\$7.63	
298913	BEAN VEGTAR	HANOVER FOOD SERVICE CORP	6#10	GROCERY	\$16.09	
303488	POTATO GRANULES POUCH	BASIC AMERICAN FOODS	10-49Z	GROCERY	\$42.44	
306347	SAUCE TOMATO MW	RED GOLD LLC	8#10	GROCERY	\$14.43	
307831	PEANUT BUTTER CUP	SMUCKER J.M. - DRY	200-.75Z	GROCERY	\$28.23	
311588	CRACKER WHEAT WHL GRAIN	KELLOGG GROCERY	300-2CT	GROCERY	\$12.96	
312703	COOKIE SFT CHOC CHIP 3"	DARLINGTON FARMS (GLOV & CS)	216-1CT	GROCERY	\$27.03	
314641	SUGAR BROWN LT	MICHIGAN SUGAR COMPANY	12-2#	GROCERY	\$17.13	
314688	SUGAR POWDERED 10X	MICHIGAN SUGAR COMPANY	12-2#	GROCERY	\$17.13	
315494	SAUCE SPAGHETTI W/BITS	CONAGRA FOODS SALES INC.DRY (I	6#10	GROCERY	\$24.23	
315702	KETCHUP POUCH	H J HEINZ CO USA 117 (FOB)	6-114Z	GROCERY	\$18.47	
315729	SAUCE SPAGHETTI POUCH	CAMPBELL SOUP CO-DEPT 2337431	6-106Z	GROCERY	\$33.98	
317366	SNACK FRT ROLLUP STRAWB	GENERAL MILLS (GLOV & CS)	96-5Z	GROCERY	\$19.86	
323616	SAUCE CHS NACHO	ADVANCED FOOD PRODUCTS, LLC	6#10	GROCERY	\$43.06	
324531	OLIVE RIPE SLCD SPAIN	LIMSON TRADING, INC.	6#10	GROCERY	\$36.29	
330795	DRESSING FREN RED CALIF	VENTURA FOODS (B-DRESSINGS)	4-1GAL	GROCERY	\$26.78	
337910	SEED SUNFLWR RSTD SLTD	NUT BAR CO. INC.	4-4#	GROCERY	\$21.67	
338670	SNACK CHS BKD HOT	FRITO LAY	104-88V	GROCERY	\$21.19	
351730	PASTRY POP-TART CHOC CHIP FRSTD	KELLOGG GROCERY	72-2	GROCERY	\$26.28	
356510	SHELL TACO YEL 5"	MISSION FOODS (GLOV & ID)	16-25CT	GROCERY	\$17.01	
356540	COOKIE OREO 100CALORIE PK	KRAFT NORTH AMERICAN FOODSRVC	72-.81Z	GROCERY	\$19.33	
365790	CEREAL TRIX R/3 BWL	GENERAL MILLS (GLOV & CS)	96CT	GROCERY	\$20.56	
365790	CEREAL CINN TOAST R/3 BWL	GENERAL MILLS (GLOV & CS)	96CT	GROCERY	\$20.56	
386116	OATMEAL INST VAR PACK	PEPSICO/QUAKER FOOD AND BEVERA	56CT	GROCERY	\$12.33	
388190	CEREAL FRSTD FLKS 1/3 LSSG	KELLOGG GROCERY	96CT	GROCERY	\$23.29	
413320	PASTA ELBOW MACAR	DAKOTA GROWERS PASTA COMPANY	4-5#	GROCERY	\$21.16	
413350	PASTA MOSTACC RIG W/LINES	DAKOTA GROWERS PASTA COMPANY	4-5#	GROCERY	\$19.98	
413360	PASTA ROTINI	DAKOTA GROWERS PASTA COMPANY	4-5#	GROCERY	\$23.00	
413370	PASTA SPAGHETTI 10"	DAKOTA GROWERS PASTA COMPANY	4-5#	GROCERY	\$20.08	
415020	CHIP TORTL BITE SZ	FRITO LAY	104-SSV	GROCERY	\$23.35	
416800	CHIP VAR PK	FRITO LAY	3-90CT	GROCERY	\$27.72	
421820	SPRINKLES RAINBOW DECOR	KRISPAK, INC.	25Z	GROCERY	\$5.12	
426253	FLOUR H&R GOLD MEDAL	GENERAL MILLS FLOURS	2-25#	GROCERY	\$18.98	
426598	DRESSING RNCH BTRMLK	VENTURA FOODS (B-DRESSINGS)	4-1GAL	GROCERY	\$33.25	
427004	CRACKER OYSTER LRG	KRAFT NORTH AMERICAN FOODSRVC	150-.5Z	GROCERY	\$9.57	
427448	SEASONING TACO MIX	WIXON FONTAROME	2-5#	GROCERY	\$24.50	
437972	SAUCE SPAGHETTI	UNILEVER BESTFOODS/201436	6#10	GROCERY	\$36.94	
439606	BASE CHIX	VENTURA FOODS (BASES)	12-1#	GROCERY	\$40.74	
441708	CRACKER SALTINE 500-2CT	KRAFT NORTH AMERICAN FOODSRVC	500-2CT	GROCERY	\$8.14	
445711	GROUTON LRG SEAS	SUGAR FOODS CORP.	8-2.25#	GROCERY	\$30.64	
445830	BAR CEREAL TRIX WHL GRAIN	GENERAL MILLS (GLOV & CS)	96CT	GROCERY	\$24.80	
447281	KETCHUP DISPNSR FCY	UNILEVER BESTFOODS/201436	2-1.5GAL	GROCERY	\$20.14	



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447921	SNACK FRT ASST .9Z	THE PROMOTION IN MOTION COMPAN	6-24CT	GROCERY	\$20.23	
449016	MAYONNAISE PKT	H J HEINZ CO SUITE 117 (FREMO	200-12GM	GROCERY	\$13.85	
450430	CARAMEL DIP L/F CUP	LITEHOUSE, INC.	200-1Z	GROCERY	\$28.51	
453714	CRACKER GRHM W/FIBER	KELLOGG GROCERY	150-3CT	GROCERY	\$17.45	
456090	CHIP NACHO REDC FAT	FRITO LAY	72-1Z	GROCERY	\$14.83	
462608	MARGARINE CUP SPRD	UNILEVER BEST FOODS (LIPTON)	600-5GM	GROCERY	\$14.53	
464694	GRAVY SAUS CNTRY 6-10 CHEFM	NESTLE USA-DRY	6#10	GROCERY	\$46.29	
466220	PEPPERS BAN RING MILD	BAY VALLEY FOODS	4-1GAL	GROCERY	\$24.53	
466417	CHIP TORTL CORN WHT	FESTIDA FOODS, LTD.	9-1#	GROCERY	\$16.24	
466921	CHIP TORTL CORN WHT	FESTIDA FOODS, LTD.	2-3#	GROCERY	\$9.95	
471686	COOKIE SFT CHOC CHIP 4"	FRITO LAY	4" 60-2CT	GROCERY	\$13.90	
471583	COOKIE SFT CHOC CHIP FUDGE	FRITO LAY	60-2CT	GROCERY	\$13.90	
472998	DRESSING RNCH LITE	VENTURA FOODS (B-DRESSINGS)	4-1GAL	GROCERY	\$27.91	
473006	RICE MEX FIESTA	MARS FOODS US, LLC	6-25.9Z	GROCERY	\$24.76	
479880	DRESSING RANCH DISPNSR	UNILEVER BESTFOODS/201436	2-1.5GAL	GROCERY	\$31.75	
483222	CHIP TORTL CORN WHT	FESTIDA FOODS, LTD.	3-1#	GROCERY	\$6.36	
483621	DRESSING RNCH BTRMLK LT	T MARZETTI COMPANY	60-1.5Z	GROCERY	\$9.16	
496286	RAVIOLI FORT/ENRICHED CN	CONAGRA FOODS SALES INC.DRY (I	6#10	GROCERY	\$35.93	
499943	PEPPERS JALAP SLCD	BAY VALLEY FOODS	6-.5GAL	GROCERY	\$20.96	
504200	SNACK MIX SWEET & SALTY 2Z	KAR NUT PRODUCTS CO	3-24CT	GROCERY	\$24.02	
506109	FRUIT SAL TROP L/S	DOLE PACKAGED FOODS COMPANY	6#10	GROCERY	\$31.43	
507351	BAR BKFST OATML RAISN	PEPSICO/QUAKER FOOD AND BEVERA	125-1.4Z	GROCERY	\$24.89	
507390	SNACK CHS FLAMIN' HOT 34-KSZ	FRITO LAY	34-KSZ	GROCERY	\$22.19	
509221	PINEAPPLE TIDBITS IN JCE	DOLE PACKAGED FOODS COMPANY	6#10	GROCERY	\$28.18	
509396	CEREAL CHEERIOS HNYNUT BWL	GENERAL MILLS (GLOV & CS)	96CT	GROCERY	\$20.56	
509416	CEREAL LUCKY CHARMS BWL	GENERAL MILLS (GLOV & CS)	96CT	GROCERY	\$20.56	
509426	CEREAL CHEERIOS APPLCINN BWL	GENERAL MILLS (GLOV & CS)	96 CT	GROCERY	\$20.56	
509434	CEREAL GLDN GRAHAMS BWL	GENERAL MILLS (GLOV & CS)	96CT	GROCERY	\$20.56	
509963	CRACKER GRHM TEDDY CINN	KRAFT NORTH AMERICAN FOODSRVC	150-.75Z	GROCERY	\$17.43	
510904	SAUCE PIZZA RTU	H J HEINZ CO USA 117 (FOB)	6#10	GROCERY	\$26.42	
516287	CANDY BAR TWIX CRML	MARS SNACKFOOD US, LLC	12-11CT	GROCERY	\$20.23	
516303	GRAVY CHIX RSTD	VANEE COMPANY	12#6	GROCERY	\$24.84	
517186	RELISH SWT PICKLE	BAY VALLEY FOODS	4-1GAL	GROCERY	\$21.89	
520098	BEAN BAKED	BUSH BROTHERS & COMPANY (WI)	8#10	GROCERY	\$25.81	
521485	SAUCE CHS JALAP	BAY VALLEY FOODS (IL)	6#10	GROCERY	\$35.42	
694800	CHIP NACHO CHS 4-1&Z DORITOS	FRITO LAY	4-1&Z	GROCERY	\$15.40	
525630	CHIP CORN SCOOPS	FRITO LAY	5-24Z	GROCERY	\$19.12	
529430	CEREAL EGGO BOWL PK	KELLOGG GROCERY	98CT	GROCERY	\$25.25	
529974	CRACKER GRHM	KRAFT NORTH AMERICAN FOODSRVC	150-3CT	GROCERY	\$13.30	
533421	LUCKY CHARMS BKFST KIT	EAST SIDE ENTREES (DRY)	2-30CT	GROCERY	\$52.34	



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533440	CINN TST BRKFST KIT	EAST SIDE ENTREES (DRY)	2-30CT	GROCERY	\$52.34	
534676	PASTA DINOSAUR TOM SCE	CONAGRA FOODS SALES INC.DRY (I	8#10	GROCERY	\$25.49	
534765	CEREAL CHEERIOS BWL	GENERAL MILLS (GLOV & CS)	96CT	GROCERY	\$20.56	
535362	PEACH SLCD IRREGULAR L/S	SIGNATURE FRUIT CO.	6#10	GROCERY	\$24.76	
536156	CANDY STARBURST FRT CHEW	MARS SNACKFOOD US, LLC	10-36CT	GROCERY	\$168.83	
537705	DRESSING RNCH CUP	T MARZETTI COMPANY	120-1Z	GROCERY	\$11.75	
540162	CHIP POT REG ORIGINAL	SHEARER'S FOODS, INC.	6-20Z	GROCERY	\$13.42	
540171	CHIP POT RIPPLED	SHEARER S FOODS, INC.	6-20Z	GROCERY	\$13.42	
712270	CHIP GARDEN SALSA 64-LSSV SUNCHIP	FRITO LAY	64-LSSV	GROCERY	\$22.44	
541480	SNACK CHS CHILI FNTSTX	FRITO LAY	104CT	GROCERY	\$21.19	
541502	CHIP COOL RNCH REDC FAT	FRITO LAY	72-1Z	GROCERY	\$14.83	
541521	BAR GRANOLA CHOC CHNK L/F	PEPSICO/QUAKER FOOD AND BEVERA	120CT	GROCERY	\$22.02	
541530	BAR GRANOLA VARIETY L/F	PEPSICO/QUAKER FOOD AND BEVERA	120CT	GROCERY	\$24.34	
541590	PASTRY POP-TART HOT FDG FRSTD	KELLOGG GROCERY	72-2CT	GROCERY	\$26.28	
544426	RAISIN SELECT 1.5OZ	BOGHOSIAN RAISIN PACKING CO.	24-6PK	GROCERY	\$22.64	
552275	CRACKER GRHM TEDDY CINN	KRAFT NORTH AMERICAN FOODSRVC	4-12CT	GROCERY	\$14.57	
552313	COOKIE CHOC CHIP MINI 4-12CT	KRAFT NORTH AMERICAN FOODSRVC	4-12CT	GROCERY	\$14.57	
553611	FRUIT SAL TROP US	LIMSON TRADING, INC.	6#10	GROCERY	\$27.10	
554693	DRESSING RNCH ORIG PKT	T MARZETTI COMPANY	102-1Z	GROCERY	\$11.39	
554758	DRESSING CAESAR CRMY PKT	T MARZETTI COMPANY	60-1.5Z	GROCERY	\$9.62	
555169	RICE SPANISH	MARS FOODS US, LLC	6-36Z	GROCERY	\$32.71	
556040	SNACK FRT BY THE FOOT	GENERAL MILLS (GLOV & CS)	192-.75Z	GROCERY	\$47.09	
558051	SNACK FRT ROLLUP CRAZY COLORS	GENERAL MILLS (GLOV & CS)	192-.5Z	GROCERY	\$39.61	
580818	CANDY M&M PLAIN 8-48CT MARS	MARS SNACKFOOD US, LLC	8-48CT	GROCERY	\$180.06	
581821	CEREAL FROOT 1.00PS BKfst KIT	KELLOGG GROCERY	54CT	GROCERY	\$44.39	
582998	BEAN GREEN CUT 5SV	NEW ERA CANNING	6#10	GROCERY	\$15.43	
583005	SAUCE CHS CHED MILD	BAY VALLEY FOODS (IL.)	6#10	GROCERY	\$34.35	
585695	SAUCE CHS CHED	NESTLE USA-DRY	6#10	GROCERY	\$41.15	
577014	CHIP POT REG	FRITO LAY	6-1#	GROCERY	\$11.14	
578517	SHORTENING LIQ SOY CRMY FRY	CARGILL OIL - SYDNEY, OH (KE)	35#	GROCERY		\$2.25
582816	DRESSING RNCH FF PKT	T MARZETTI COMPANY	60-1.5Z	GROCERY	\$8.69	
585203	FLOUR A/P	CONAGRA FLOUR MILLING CO.	90#	GROCERY	\$22.40	
586706	SNACK RICECAKE MINI CRML	PEPSICO/QUAKER FOOD AND BEVERA	60-.91Z	GROCERY	\$20.21	
590975	SNACK FRT ROLLUP HOT COLORS	GENERAL MILLS (GLOV & CS)	96-.5Z	GROCERY	\$19.86	
591173	COOKIE FORTUNE WRPD	FORTELLA COMPANY, INC.	336CT 7#	GROCERY	\$11.09	
591246	MARGARINE CUP SPRD 720-5GM	VENTURA FOODS (A-SOLIDS)	720-6GM	GROCERY	\$13.23	



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595934	CEREAL CINN TOAST CRNCH BWL	GENERAL MILLS (GLOV & CS)	96CT	GROCERY	\$20.56	
598453	SALSA CHNKY	CONAGRA FOODS SALES INC.DRY (I	4-1GAL	GROCERY	\$39.20	
600407	CEREAL KIX BWL	GENERAL MILLS (GLOV & CS)	96CT	GROCERY	\$20.56	
600644	PASTA LASGN SHT FLAT CKD FZ	WINDSOR FROZEN FOODS	10#	GROCERY	\$15.12	
602121	COOKIES MOOKIE GOT MLK	GLOBAL FOODS INC	200-1CT	GROCERY	\$26.70	
605824	RICE FRIED PREM FZ	KAHIKI FOODS - FROZEN	4-4#	GROCERY	\$24.85	
607360	PASTRY POP-TART CINN BRW SUG	KELLOGG GROCERY	80-1CT	GROCERY	\$22.72	
607370	CRACKER GRHM STCK SCOOBY DOO	KELLOGG GROCERY	175-CT	GROCERY	\$28.88	
807916	CHIP POT RIDG 6-20Z	FRITO LAY	6-20Z	GROCERY	\$13.83	
610232	FRUIT COCKTAIL IN JCE	DELMONTE FOODS - FRUITS	6#10	GROCERY	\$29.42	
610267	PEACH SLCD IN JCE	DELMONTE FOODS - FRUITS	6#10	GROCERY	\$28.79	
610283	APPLESAUCE IN JCE	NEW ERA CANNING	6#10	GROCERY	\$24.16	
610364	PEAR DCD IN JCE	INDEPENDENT FOOD PROCESSORS	6#10	GROCERY	\$25.07	
610372	PEACH DCD IN JCE	PACIFIC COAST PRODUCERS	6#10	GROCERY	\$27.48	
612448	ORANGES MAND IN JCE	LIMSON TRADING, INC.	6#10	GROCERY	\$30.39	
614556	FRUIT SAL TROP IN JCE	LIMSON TRADING, INC.	6#10	GROCERY	\$27.87	
616600	FRUITY CHEERIOS BKFST KIT 2-30 EASTSD	EAST SIDE ENTREES (DRY)	2-30CT	GROCERY	\$52.34	
616900	COCOA PUFFS BKFST KIT	EAST SIDE ENTREES (DRY)	2-30CT	GROCERY	\$52.34	
627570	SNACK COCOA 150-1.27Z CLODHOPPERS	BROOKSIDE FRUIT COMPANY	150-1.27Z	GROCERY	\$30.32	
627590	SNACK VANILLA CLODHOPPERS	BROOKSIDE FRUIT COMPANY	150-1.27Z	GROCERY	\$30.32	
633860	CHIP POT CHED CHEESE	PROCTER & GAMBLE DISTR. CO.	3-12CT	GROCERY	\$15.84	
633890	CHIP POT SR CRM ONIO	PROCTER & GAMBLE DISTR. CO.	3-12 CT	GROCERY	\$15.84	
633910	CHIP POT ORIG	PROCTER & GAMBLE DISTR. CO.	3-12CT	GROCERY	\$15.84	
649761	BROWNIE BAR SMORE	MARS SNACKFOOD US, LLC	60-1.26Z	GROCERY	\$26.21	
653321	CRACKER GRHM BUG BITES	KELLOGG GROCERY	175CT	GROCERY	\$28.88	
654876	CRACKER GRHM HNY	KELLOGG GROCERY	6-32Z	GROCERY	\$21.98	
655937	SAUCE BBQ 4-1GAL SWEET BABY RAYS	KENS FOODS - DRY	4-1GAL	GROCERY	\$40.68	
659797	TREAT RICE KRISPIE	KELLOGG GROCERY	12-16-CT	GROCERY	\$46.40	
662127	CRACKER GRHM CINN SEL	KELLOGG GROCERY	150-3CT	GROCERY	\$17.45	
662186	CEREAL FRSTD MINI WHE BWL	KELLOGG GROCERY	96CT	GROCERY	\$23.29	
673595	GRAVY TKY RSTD	VANEE COMPANY	12-50Z	GROCERY	\$25.82	



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675810	SNACK FRT ASST 2.5Z 4-36CT KELL	KRISPAK, INC.	2.5Z 4-36CT	GROCERY	\$42.24	
681938	CEREAL COCOA PUFFS BWL	GENERAL MILLS (GLOV & CS)	96CT	GROCERY	\$20.56	
681945	CEREAL TRIX BWL	GENERAL MILLS (GLOV & CS)	96CT	GROCERY	\$20.56	
682840	CRACKER ANIMAL	KELLOGG GROCERY	150-1Z	GROCERY	\$18.98	
697737	SHORTENING LIQ CLR 2-17.5#	VENTURA FOODS (D-OILS & SHORT)	2-17.5#	GROCERY	\$44.76	
702633	TORTILLA FLOUR 6" PRSD 24-12CT	LA FRONTERIZA, LLC (GLOV & CS)	6" 24-12CT	GROCERY	\$20.06	
702641	TORTILLA FLOUR 8" PRSD	LA FRONTERIZA, LLC (GLOV & CS)	8" 2-12CT	GROCERY	\$13.74	
702688	TORTILLA FLOUR 10" PRSD	LA FRONTERIZA, LLC (GLOV & CS)	12-12CT	GROCERY	\$20.63	
183910	BEAN REFRIED SEAS DEHY 6-1.93# SANTG	BASIC AMERICAN FOODS	6-1.93#	GROCERY	\$25.80	
704504	SALSA MILD THICK & CHNKY	CAMPBELL SOUP CO-DEPT 2337431	4-1GAL	GROCERY	\$41.56	
705535	APRICOT HALVES PLD L/S	SIGNATURE FRUIT CO.	5#10	GROCERY	\$32.92	
709352	SAUCE ALFREDO POUCH FZ 4-96Z STOUF	NESTLE USA-FROZEN	4-96Z	GROCERY	\$52.89	
721433	BAR CHOC CHIP	SCHWAN'S FOOD SERVICE	144-1.8Z	GROCERY	\$46.50	
722987	RICE PARBL STRONGBOX	PRODUCERS RICE MILL, INC.	25#	GROCERY	\$15.12	
726079	DRESSING CAESAR REGAL	VENTURA FOODS (B-DRESSINGS)	4-1GAL	GROCERY	\$41.21	
727962	CEREAL CHEERIOS FRSTD BWL	GENERAL MILLS (GLOV & CS)	96CT	GROCERY	\$20.56	
732427	CEREAL RICE KRISPIES	KELLOGG GROCERY	4-27Z	GROCERY	\$23.55	
734136	SAUCE BBQ 4-1GAL	VENTURA FOODS (B-DRESSINGS)	4-1GAL	GROCERY	\$21.18	
735108	CEREAL GRANOLA L/F	KELLOGG GROCERY	4-50Z	GROCERY	\$39.28	
758906	POTATO CHEESE BAKE	BASIC AMERICAN FOODS	6-34Z	GROCERY	\$50.64	
765457	TREAT RICE KRISPIE	KELLOGG GROCERY	1.3Z 4-20	GROCERY	\$27.96	
765554	PASTRY POP-TART STRAWB FRSTD	KELLOGG GROCERY	72-2CT	GROCERY	\$26.28	
765562	PASTRY POP-TART BLUEB FRSTD	KELLOGG GROCERY	72-2CT	GROCERY	\$26.28	
765589	PASTRY POP-TART BRN SGR FRSTD	KELLOGG GROCERY	72-2CT	GROCERY	\$26.28	
	CRACKER ANIMAL CN PK	KELLOGG GROCERY	150-75Z	GROCERY		
771996	SNACK MIX TRADITIONAL	GENERAL MILLS (GLOV & CS)	60-1.75Z	GROCERY	\$18.59	
772003	SNACK MIX CHEX CHED	GENERAL MILLS (GLOV & CS)	60-1.75Z	GROCERY	\$18.59	
774928	WAFER VAN	KRISPAK, INC.	6-13.3Z	GROCERY	\$6.64	
776858	DRESSING CAESAR	T MARZETTI COMPANY	60-1.5Z	GROCERY	\$6.97	
819492	KETCHUP DISPENSER PK	H J HEINZ CO USA 117 (FOB)	2-1.5GAL	GROCERY	\$15.53	
838179	SHORTENING LIQ SOY CLR FRY	CARGILL OIL - SYDNEY, OH (KE)	35#	GROCERY		\$2.25
842311	SAUCE CHS JALAP 8/B	GEHL'S FOODS, INC	4-8.75#	GROCERY	\$38.15	
843237	COOKIE OREO PC PKG	KRAFT NORTH AMERICAN FOODSRVC	120-2CT	GROCERY	\$21.09	
843342	CRACKER GRHM ELF CHOC CHP	KELLOGG GROCERY	150-1Z	GROCERY	\$24.32	
843365	SALSA TO GO	FRITO LAY	30-3.6Z	GROCERY	\$13.26	
843431	SNACK FRT	FARLEY & SATHERS/BRACH	200-CT	GROCERY	\$29.15	
847119	SNACK FRT GUSHER STRAWB	GENERAL MILLS (GLOV & CS)	96-8BZ	GROCERY	\$23.60	
852406	KETCHUP PKT SCHOOL	H J HEINZ CO SUITE 117 (FREMO)	1000-7GM	GROCERY	\$15.79	
852422	SAUCE TACO MILD PKT	H J HEINZ CO SUITE 117 (FREMO)	200-9GM	GROCERY	\$6.66	
852554	TUNA CHNK LT POUCH 6-43Z STARK	H J HEINZ CO SUITE 117 (FREMO)	6-43Z	GROCERY	\$47.00	
860166	SAUCE SLOPPY JOE	CONAGRA FOODS SALES INC.DRY (I)	4-10#	GROCERY	\$18.10	



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861987	CHIP TORTL RND IND SRV	GEHL'S FOODS, INC	36-3Z	GROCERY	\$18.54	
862347	PASTRY POP-TART CHERRY FRSTD	KELLOGG GROCERY	72-2CT	GROCERY	\$26.26	
862355	CEREAL FAMILY ASST BWL	KELLOGG GROCERY	90CT	GROCERY	\$27.60	
100631	BEEF BRGR STX CKD CHARB CN 114-2Z GFS	ADVANCE FOOD COMPANY	114-2Z	MEAT	\$37.50	
100640	PORK RIB PTY CKD BBQ CN	ADVANCE FOOD COMPANY	100-2.5Z	MEAT	\$25.52	
100650	BEEF PTY CKD W/SOY CN	ADVANCE FOOD COMPANY	90-2.5Z GFS	MEAT	\$26.15	
100660	BEEF BRGR CKD CHARB CN	ADVANCE FOOD COMPANY	81-3.1Z	MEAT	\$38.65	
100690	BEEF BRGR PUB CKD CHC CHUCK	ADVANCE FOOD COMPANY	54-3Z	MEAT	\$40.27	
100700	BEEF BRGR PUB CKD CHC CHUCK	ADVANCE FOOD COMPANY	48-4Z	MEAT	\$40.27	
100750	PORK PTY CKD CHOPPETTE	ADVANCE FOOD COMPANY	64-3.75Z	MEAT	\$21.27	
101980	BURRITO BF	WINDSOR FROZEN FOODS	72-6.02Z	MEAT	\$45.94	
101990	BURRITO BF/BEAN IW	WINDSOR FROZEN FOODS	72-6.61Z	MEAT	\$38.60	
106580	PORK CHOP B/I CC 4Z	CMA/8716	12#	MEAT	\$26.05	
112600	SAUSAGE LNK CKD SKNLS .8Z	QUINCY STREET INC.	8Z 12#	MEAT	\$18.11	
112610	SAUSAGE PTY CKD	QUINCY STREET INC.	1Z 12#	MEAT	\$18.11	
112620	SAUSAGE PTY CKD 1.5Z	QUINCY STREET INC.	12#	MEAT	\$18.11	
112630	SAUSAGE PTY CKD 2Z	QUINCY STREET INC.	2Z 12#	MEAT	\$18.11	
114600	BEEF PTY CATL JUICY	CARGILL MEAT SOLUTIONS (ESP)	60-4Z	MEAT		\$2.25
129790	BEEF STK FAST BRKAWAY 4Z	ADVANCE FOOD COMPANY	10#	MEAT	\$32.14	
143545	FRANKS TURKEY CN 8/#	KENT QUALITY FOODS INC.	8/# 4-5#	MEAT	\$17.52	
154741	SAND SUB BEEF & PORK COMBO	QUINCY STREET INC.	3-4#	MEAT	\$24.17	
154792	FRANKS BEEF & PORK 8/#	KENT QUALITY FOODS INC.	8/# 10#	MEAT	\$13.81	
166310	PIZZA 5" CHS 5.5Z	SCHWAN'S PIZZA-INTRSTATE MICH	8-6CT	MEAT	\$38.95	
166320	PIZZA 5" PEPP 6.25Z	SCHWAN'S PIZZA-INTRSTATE MICH	6.25Z 8-6CT	MEAT	\$40.99	
178845	TURKEY BRST DELI SHVD FRSH 4-48Z JRDN	TYSON/JORDAN'S MEATS	4-48Z	MEAT	\$37.44	
178845	TURKEY BRST DELI SHVD FRSH 4-48Z JRDN	TYSON/JORDAN'S MEATS	4-48Z	MEAT	\$37.44	
179040	BEEF PTY 4/# 80/20 HMSTYL	CARGILL MEAT SOLUTIONS (ESP)	15#	MEAT		\$2.25
179060	BEEF PTY 5/# 80/20 HMSTYL	CARGILL MEAT SOLUTIONS (ESP)	15#	MEAT		\$2.25
179900	HAM SMKD RND W/A	FARMLAND FOODS	2PC	MEAT	\$2.02	
180815	LASAGNA ROLL-UP CHS	WINDSOR FROZEN FOODS	53-3Z	MEAT	\$26.70	
188130	STIX PIZZA PEPP BULK	CONAGRA FOODS SALES INC. FROZE	48-3Z	MEAT	\$18.31	
189782	PANCK WRAP MAPL STIX	FOSTER FARMS	56-2.85Z	MEAT	\$14.99	
189804	PANCK WRAP BLUEB STIX	FOSTER FARMS	56-2.85Z	MEAT	\$17.26	
193740	BREADSTICK PIZZA STFD PEPP 7'	ALBIES	6-30CT	MEAT	\$60.24	
194263	FRANKS 3 MEAT FOOTLONG 6/#	KENT QUALITY FOODS INC.	6/# 2-5#	MEAT	\$11.47	
195456	ENTREE LASAGNA MT & SCE	REQUEST FOODS, INC.	6-6#	MEAT	\$57.95	
197645	MEATBALL CKD	OM-COR FROZEN FOODS	340CT 2-5#	MEAT	\$15.07	
199834	HAM DCD W/A 1/4"	FARMLAND FOODS	3-4#	MEAT	\$25.72	
200174	FRANKS BEEF 5/#	KENT QUALITY FOODS INC.	10#	MEAT	\$18.96	
206385	ENTREE MACAR & CHS ORIG	REQUEST FOODS, INC.	4-5#	MEAT	\$25.87	
208204	BREADSTICK PIZZA STFD CRST 3'	RICH-SEAPAK (GLOV & GS)	3' 400-1Z	MEAT	\$58.06	
210323	CORN DOG CHIX ORIG CN	FOSTER FARMS	72-4Z	MEAT	\$14.88	
210388	CORN DOG CHIX MINI .67Z CN	FOSTER FARMS	67Z CN 2-5#	MEAT	\$16.23	
210412	CORN DOG PORK&BEEF CN	FOSTER FARMS	72-4Z	MEAT	\$21.77	
210625	CORN DOG PORK&BEEF	FOSTER FARMS	60-2.67Z	MEAT	\$12.61	
211672	CORN DOG 3 MEAT ORIG	FOSTER FARMS	72-4Z	MEAT	\$20.65	
211745	TURKEY HAM DCD CKD	PERDUE FARMS INC.	10#	MEAT	\$16.88	
211761	SAUSAGE PTY TURKEY 1.5Z	PERDUE FARMS INC.	10#	MEAT	\$15.10	
211788	SAUSAGE LNK TURKEY 16/#	PERDUE FARMS INC.	10#	MEAT	\$15.10	
214124	PANCK WRAP MAPL MINI	FOSTER FARMS	3-5#	MEAT	\$31.47	
219231	FRANKS BEEF & PORK	KENT QUALITY FOODS INC.	10#	MEAT	\$13.96	
219843	ENTREE SALISBURY STX W/GRVY	REQUEST FOODS, INC.	4-5#	MEAT	\$44.00	
222569	HAM SMKD 5" W/A SLONG	FARMLAND FOODS	2PC	MEAT	\$1.98	



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222577	HAM SMKD FLT W/A CARVNG	FARMLAND FOODS	2PC	MEAT	\$1.99	
225347	SAUSAGE POLISH CKD 8#	KENT QUALITY FOODS INC.	10#	MEAT	\$19.63	
232319	MEATBALL CKD .5Z PREM 384CT	ON-COR FROZEN FOODS	2-6#	MEAT	\$23.88	
239640	TURKEY SUB MEAT COMBO PK	BUTTERBALL, LLC	12#	MEAT	\$17.94	
243852	SAUSAGE LNK PURE PORK 16#	QUINCY STREET INC.	16# 10#	MEAT	\$15.43	
257281	HAM PTY CKD FZ 2Z	FARMLAND FOODS	15#	MEAT	\$28.84	
260622	SAUSAGE POLISH CKD 5#	KENT QUALITY FOODS INC.	5# 10#	MEAT	\$19.23	
263613	PEPPERONI SLCD 16/Z 2-12.5# HRML	HORMEL FOODS - FRESH	16/Z 2-12.5#	MEAT	\$56.45	
264113	SAND PB&J 2.8Z	ALBIES	4-18CT	MEAT	\$31.36	
265039	FRANKS BEEF 8#	KENT QUALITY FOODS INC.	8# 10#	MEAT	\$18.28	
266876	SAUSAGE LNK BUFFET 16#	QUINCY STREET INC.	10#	MEAT	\$15.42	
272221	BEEF STK THIN SLCD 3Z	ADVANCE FOOD COMPANY	3-4#	MEAT	\$26.52	
293733	BEEF GRND 77/23 TUBES	CARGILL MEAT SOLUTIONS (ESP)	6-5#	MEAT		\$3.00
294187	HAM SLCD VAC-PK .5Z	FARMLAND FOODS	4-2.5#	MEAT	\$24.28	
304018	BURRITO BF/BEAN/CHS CN	WINDSOR FROZEN FOODS	80-5.5Z	MEAT	\$27.60	
304174	PORK RIBETTE BNLS CLSC	WOLVERINE PACKING CO	54-3Z	MEAT	\$17.35	
304913	FRANKS 3 MEAT CLASSIC 8#	KENT QUALITY FOODS INC.	8# 2-5#	MEAT	\$10.88	
305286	FRANKS 3 MEAT CLASSIC 10#	KENT QUALITY FOODS INC.	2-5#	MEAT	\$11.81	
306375	BURRITO BF/BEAN/GRN PREFRD	WINDSOR FROZEN FOODS	72-4Z	MEAT	\$33.63	
307653	FRANKS BEEF & PORK 5#	KENT QUALITY FOODS INC.	10#	MEAT	\$14.15	
313983	SAUSAGE PTY 2Z	QUINCY STREET INC.	10#	MEAT	\$13.46	
314196	BACON CKD 18-22CT	SUGAR CREEK	3-100CT	MEAT	\$29.04	
314463	CRISPITO CHX CHILI CN	TYSON FOODS INC	72-3.25Z	MEAT	\$23.68	
318795	MEATLOAF CKD SLCD	PIERRE FROZEN FOODS	86-3Z	MEAT	\$45.20	
321265	POT PIE CHX BULK	CONAGRA FOODS SALES INC. FROZE	24-8Z	MEAT	\$14.79	
324752	BEEF STK SALIS CKD	ON-COR FROZEN FOODS	72-2.67Z	MEAT	\$21.00	
324787	BEEF PTY CKD PREM	ON-COR FROZEN FOODS	72-2.67Z	MEAT	\$24.79	
330493	BOLOGNA STICK	KENT QUALITY FOODS INC.	2-6#	MEAT	\$16.06	
330841	BEEF GRND 85/15 FREE FALL	WOLVERINE PACKING CO	2-10#	MEAT	\$37.68	
330968	BEEF GRND 80/20 FREE FALL	WOLVERINE PACKING CO	2-10#	MEAT	\$35.51	
355460	TACO FILLING TURKEY CKD	COOPER FOODS-FRZ	4-5#	MEAT	\$31.41	
373860	BEEF STK SLCD CKD	ADVANCE FOOD COMPANY	4-2.5#	MEAT	\$41.13	
383770	CHEESEBURGER TWINS CN	PIERRE FROZEN FOODS	42-5.3Z	MEAT	\$31.76	
417350	FRANKS BEEF 8#	KENT QUALITY FOODS INC.	2-5#	MEAT	\$18.58	
425338	SALAMI GENOA	HORMEL FOODS - FRESH	2-6#AVG	MEAT	\$2.44	
433008	BACON CKD RND	HORMEL FOODS - FRESH	19ZCT	MEAT	\$37.42	
436607	BURRITO TACO FLVRD	WINDSOR FROZEN FOODS	60-6.2Z	MEAT	\$34.04	
443689	BEEF DCD STEW-READY 85% LEAN 4-5# KE	CMA LP	85% LEAN 4-5#	MEAT		\$3.00
456101	HAM SHVD THIN VAC-PK	FARMLAND FOODS	4-2.5#	MEAT	\$25.00	
457636	APTZR EGG ROLL PORK/VEG 1.5Z	WINDSOR FROZEN FOODS	144-CT	MEAT	\$41.06	
466883	SAUSAGE LNK CKD SKNLS	JONES DAIRY FARMS	8Z 10#	MEAT	\$16.99	
466891	SAUSAGE PTY CKD CN 1.5Z	JONES DAIRY FARMS	1.5Z 10#	MEAT	\$17.29	
468924	BURRITO BF/TKY/BEAN	WINDSOR FROZEN FOODS	80-6.2Z	MEAT	\$25.53	
478865	HAM PTY CKD FRSH 2Z 12-18CT HRML	HORMEL FOODS - FRESH	2Z 12-18CT	MEAT	\$60.62	
482770	BEEF PTY 4# 80/20	CARGILL MEAT SOLUTIONS (ESP)	15#	MEAT		\$2.25
482810	BEEF PTY 8# 80/20	CARGILL MEAT SOLUTIONS (ESP)	15#	MEAT		\$2.25
483974	POCKET PIZZA PEPP IW	NESTLE-HAND HELD FOODS GROUP	24-4Z	MEAT	\$15.35	
489111	BEEF POT RST CKD DCD	CARGILL MEAT SOLUTIONS (ESP)	2-6#	MEAT		\$3.00
493066	FRANKS 3 MEAT CLASSIC 4#	KENT QUALITY FOODS INC.	2-5#	MEAT	\$11.49	
497053	SAUSAGE PTY CKD SAGE 2Z	INTERSTATE/6716 - FROZEN	10#	MEAT	\$16.72	
497967	PEPPERONI SLCD 14-16/Z 25# MARGHRTA	ARMOUR-ECKRICH-FROZEN-MEAT	25#	MEAT	\$86.77	
499587	BEEF GRMBL CKD 80/Z WTVP	CAPITOL WHSLE MEATS(FONTANINI)	10#	MEAT	\$22.48	
505641	BEEF PTY CKD PREM	ON-COR FROZEN FOODS	64-3Z	MEAT	\$24.79	
510556	BEEF PTY CKD DLX 70/30	PIERRE FROZEN FOODS	100-2.7Z	MEAT	\$33.30	
522945	BACON LAID-OUT #2 18-22CT/	SUGAR CREEK	15#	MEAT	\$22.67	
526134	BURRITO BKFST SAUS CHS	BOB EVANS FOODSERVICE	20-2CT	MEAT	\$15.99	



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530239	BACON LAID-OUT 18-22CT FRSH	SUGAR CREEK	15#	MEAT	\$30.49	
533408	HAM BUFFET SHAVE	HORMEL FOODS - FRESH	2-11#AVG	MEAT	\$1.86	
536407	BURRITO CHIX/BEAN CN	BAJA FOODS LLC.	66-5.4Z	MEAT	\$25.61	
538635	CRISPITO CHIX CHS	TYSON FOODS INC	72-2.75Z	MEAT	\$31.47	
557773	POCKET HAM& CHS IW	NESTLE-HAND HELD FOODS GROUP	24-4Z	MEAT	\$15.48	
559814	BEEF RST CKD 35% W/A	CARGILL MEAT SOLUTIONS (ESP)	2-10#	MEAT		\$0.20
563072	BURRITO EGG/CHEDDAR CN	WINDSOR FROZEN FOODS	96-3Z	MEAT	\$30.06	
563099	BURRITO EGG/SAUS/CHS IW	WINDSOR FROZEN FOODS	2-12CT	MEAT	\$17.61	
563315	BACON CKD SLCD	CONAGRA CULINARY-REFRIGERATED	2-150CT	MEAT	\$24.34	
576778	SAUSAGE LNK CKD SKNLS LT .75Z	INTERSTATE#6716 - FROZEN	10#	MEAT	\$20.74	
583669	PIZZA 14" CHS TRAD	BOSCO'S PIZZA CO.	9-40Z	MEAT	\$36.85	
589519	BEEF PTY CHARB 2.1OZ	PIERRE FROZEN FOODS	100-2.1Z	MEAT	\$23.75	
590134	POCKET BKFST BULK CN	NESTLE-HAND HELD FOODS GROUP	96-2.2Z	MEAT	\$26.41	
590142	POCKET PIZZA CHS BULK CN	NESTLE-HAND HELD FOODS GROUP	96-2.3Z	MEAT	\$25.69	
592374	STIX PIZZA PEPP BULK	NESTLE-HAND HELD FOODS GROUP	48-3Z	MEAT	\$17.99	
611751	EGG ROLL PORK 3Z	WINDSOR FROZEN FOODS	4-18CT	MEAT	\$34.14	
612318	EGG ROLL VEG 3Z	WINDSOR FROZEN FOODS	3Z 4-18CT	MEAT	\$34.14	
613041	PIZZA BITES CHS & PEPP	THE FATHER'S TABLE, L.L.C	4-5#	MEAT	\$40.47	
620220	CORN DOG CHIX WHL GRAIN	FOSTER FARMS	72-4Z	MEAT	\$22.70	
651401	PIZZA MULTI CHS WHL WHE	SCHWAN'S PIZZA-INTRSTATE MICH	9-16'	MEAT	\$50.56	
657905	BURRITO BEAN/CHS	WINDSOR FROZEN FOODS	60-6.2Z	MEAT	\$24.45	
671666	CALZONE PIZZA PEPP & CHS 6Z	ALBIES	4-9CT	MEAT	\$24.04	
679119	TACO FILLING BEEF CKD BULK	TYSON PREPARED FOODS	2-5#	MEAT	\$17.53	
680606	BEEF RST CKD DELI SLCD	TYSON/JORDAN'S MEATS	6-2#	MEAT	\$55.25	
680613	TURKEY BRST DELI SLCD CKD	TYSON/JORDAN'S MEATS	6-2#	MEAT	\$42.49	
680621	HAM BOILED DELI SLCD 10%	TYSON/JORDAN'S MEATS	6-2#	MEAT	\$32.92	
680656	HAM VIRGINIA BKD DELI SLCD	TYSON/JORDAN'S MEATS	6-2#	MEAT	\$39.05	
694016	HAM CKD XTRA LEAN W/A	HORMEL FOODS - FRESH	2-13#	MEAT	\$46.85	
711918	STIX TACO IW	NESTLE-HAND HELD FOODS GROUP	48-3Z	MEAT	\$20.40	
715591	BEEF GRND 8 1/19 FRSH	TYSON FRESH MEATS - GRINDS	4-10#	MEAT		\$0.12
719626	PIZZA PEPP POCKET 4.75Z	POCKET FOODS	4.75Z 4-16CT	MEAT	\$30.67	
720036	SAUSAGE LNK SMOKEY CKD 16#	KENT QUALITY FOODS INC.	4-3#	MEAT	\$25.17	
720801	PIZZA STICK PEPP IW	NESTLE-HAND HELD FOODS GROUP	48-3Z	MEAT	\$20.40	
729981	PEPPERONI SLCD 14-16Z	FRESH MARK	2-5#	MEAT	\$23.11	
734989	SAUSAGE LNK CKD SKNLS 1Z	JONES DAIRY FARMS	10#	MEAT	\$16.99	
770817	BEEF DIPPERS WONDER BITE	PIERRE FROZEN FOODS	400-.7Z	MEAT	\$46.80	
776548	TACO FILLING BEEF	WINDSOR FROZEN FOODS	4-5#	MEAT	\$36.09	
785946	BEEF GRND CHUCK 8 1/19 FRSH	TYSON FRESH MEATS - GRINDS	4-10#	MEAT		\$0.12
828289	PIZZA C INN TASTRIES	SCHWAN'S FOOD SERVICE	128-2.53Z	MEAT	\$39.74	
842052	FRANKS BEEF 8#	SARA LEE REFRIGERATED FOODS	2-5#	MEAT	\$24.46	
869923	MEATBALL CKD .5Z	ON-COR FROZEN FOODS	4-5#	MEAT	\$29.76	
102776	CHIX 8CUT SUPER BRD CKD	PILGRIM'S PRIDE CORP (PIERCE)	15#	POULTRY	\$42.34	
102784	CHIX DRMSTX SUPER BRD CKD	PILGRIM'S PRIDE CORP (PIERCE)	10#	POULTRY	\$28.40	
102814	CHIX 8CUT SUPER BRD CKD	PILGRIM'S PRIDE CORP (PIERCE)	10#	POULTRY	\$28.39	
111820	CHIX BRST HOT & SPICY FC	TYSON FOODS INC	75-3.2Z	POULTRY	\$37.89	
131140	CHIX TNDR BRD HMSTYL PEPR	TYSON FOODS INC	2-5#	POULTRY	\$20.53	
159210	CHIX BRST FLAT MRNTD 4Z 12# GFS	WAYNE FARMS	12#	POULTRY	\$36.79	
159210	CHIX BRST FLAT MRNTD 4Z 12# GFS	WAYNE FARMS	12#	POULTRY	\$36.79	
163848	CHIX PTY BRD CKD O/R	PIERRE/ZARTIC, INC.	80-3Z	POULTRY	\$39.23	
182640	CHIX CHNK BRD HMSTYL CKD	TYSON FOODS INC	10#	POULTRY	\$35.37	
183310	CHIX BRST GRLLD CKD 3.25Z 10# GFS	WAYNE FARMS	10#	POULTRY	\$41.29	
183310	CHIX BRST GRLLD CKD 3.25Z 10# GFS	WAYNE FARMS	10#	POULTRY	\$41.29	
185010	CHIX TNDRLN FRTR CENTRY	PILGRIM'S PRIDE CORP (PIERCE)	2-5#	POULTRY	\$29.21	
195580	TURKEY BRST CKD DELI SLONG	PERDUE FARMS INC.	2-10#	POULTRY	\$35.96	



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202060	TURKEY GROUND RAW	PERDUE FARMS INC.	4-5#	POULTRY	\$10.15	
209244	CHIX BRST PTY FC 100-3.1Z TYS	TYSON FOODS INC	100-3.1Z	POULTRY	\$54.21	
209279	CHIX DRMSTX BBO CKD 4.4Z	TYSON FOODS INC	10#	POULTRY	\$18.53	
210277	TURKEY BRST RAW FOIL WRPD	PERDUE FARMS INC.	2PC	POULTRY	\$2.55	
211648	TURKEY BRST/THGH RAW FOIL	PERDUE FARMS INC.	2PC	POULTRY	\$2.17	
211729	TURKEY PULLED WHT CKD	HOUSE OF RAEFORD FARMS INC	10#	POULTRY	\$26.51	
236772	CHIX BRST CHNK BRD HMSTYL	PILGRIM'S PRIDE CORP (PIERCE)	2-5#	POULTRY	\$26.34	
247430	CHIX NUGGET WHT MEAT FRTR	TYSON FOODS INC	20#	POULTRY	\$31.89	
247440	CHIX BRST STRP BRD HMSTYL PEPR	TYSON FOODS INC	2-5#	POULTRY	\$26.32	
253464	CHIX TNDRLN BRD GLDN 2-5# TYS	TYSON FOODS INC	2-5#	POULTRY	\$34.74	
259258	CHIX DRMSTX BRD OVN EASY	TYSON FOODS INC	67-4.4Z	POULTRY	\$32.37	
262541	CHIX 8CLUT IQF	TYSON FOODS INC	96CT	POULTRY	\$33.16	
266310	CHIX BRST STRP FAJT CKD	PERDUE FARMS INC.	2-5#	POULTRY	\$31.91	
267200	CHIX CHARM BRD O/R REDC FAT	TYSON FOODS INC	5-4#	POULTRY	\$45.89	
268127	CHIX BRST BNLS SKNLS TRAY	INTERSTATE/6716 - FROZEN	48-4Z	POULTRY	\$31.88	
268135	CHIX BRST BNLS SKNLS TRAY	INTERSTATE/6716 - FROZEN	48-5Z	POULTRY	\$38.01	
313282	CHIX DCD 1/2" 60%WHT CKD	TIP TOP POULTRY, INC.	10#	POULTRY	\$25.68	
316008	TURKEY BRST CKD SKNLS WHL	PERDUE FARMS INC.	2PC	POULTRY	\$2.65	
408540	CHIX TNDRLN BRD ORIG RTC	TYSON FOODS INC	2-5#	POULTRY	\$26.32	
435406	CHIX NUGGET BRD	TYSON FOODS INC	4-5#	POULTRY	\$42.11	
465048	CHIX WNG BRD CKD 2-7.5# WW FLYER	TYSON FOODS INC	2-7.5#	POULTRY	\$41.32	
473715	CHIX BRST PTY BRD O/R CN	TYSON FOODS INC	60-3.4Z	POULTRY	\$24.09	
473723	CHIX PTY BRD O/R CN	TYSON FOODS INC	60-3.4Z	POULTRY	\$17.37	
478474	CHIX DRMSTX IQF	TYSON FOODS INC	96CT	POULTRY	\$19.47	
481858	CHIX BRST STRP FAJITA GRLLD	TYSON FOODS INC	2-5#	POULTRY	\$38.21	
500580	TURKEY BRST CKD SKNLS 2-10# PERD	PERDUE FARMS INC.	2-10#	POULTRY	\$1.99	
500680	TURKEY BRST CKD SKNLS 2-10# PERD	PERDUE FARMS INC.	2-10#	POULTRY	\$1.99	
505765	CHIX THGH STRP FAJT CKD 1/2'	TYSON FOODS INC	2-5#	POULTRY	\$27.26	
509078	CHIX BRST FLAT MRNTD BROTH	TYSON FOODS INC	40-4Z	POULTRY	\$34.87	
509183	CHIX NUGGET CRSPY BRD O/R	TYSON FOODS INC	10.65#	POULTRY	\$17.80	
509205	CHIX PTY GRLLD O/R CN	TYSON FOODS INC	60-2.65Z	POULTRY	\$35.67	
509728	CHIX BRST PTY BRD O/R CN	TYSON FOODS INC	60-3.53Z	POULTRY	\$19.58	
509736	CHIX BRST CHNK O/R CN	TYSON FOODS INC	2-5.31#	POULTRY	\$16.84	
514225	CHIX TNDRLN FRTRR STKHSE	TYSON FOODS INC	2-5#	POULTRY	\$22.63	
521191	CHIX BRST HMSTYL BRD O/R	TYSON FOODS INC	60-3.5Z	POULTRY	\$20.00	
521213	CHIX BRST CHNK HMSTYL O/R	TYSON FOODS INC	10.31#	POULTRY	\$17.79	
533378	CHIX BRST BNLS SKNLS GRLLD 60-3Z TYS	TYSON FOODS INC	60-3Z	POULTRY	\$46.58	
534884	CHIX WONDERBITE CHARB	PIERRE FROZEN FOODS	400-.65Z	POULTRY	\$38.33	
585441	CHIX TNDRLN BRD FRTR	KINGS DELIGHT	2-5#	POULTRY	\$24.47	
589845	CHIX BRST HOAGIE GRLLD	PIERRE FROZEN FOODS	190-2.1Z	POULTRY	\$64.36	
591947	CHIX BRST PTY HMSTYL BRD	TYSON FOODS INC	60-3.2Z	POULTRY	\$21.56	
598697	CHIX WHT DCD 1/2' CKD	TIP TOP POULTRY, INC.	10#	POULTRY	\$32.12	
655139	CHIX BRST STRP FAJT GRLLD	TYSON FOODS INC	4-2.5#	POULTRY	\$30.42	
660191	CHIX NUGGET BATRD	TYSON FOODS INC	8-2.5#	POULTRY	\$33.68	
680360	CHIX BITES DIPN WHL MSCL RTC	TYSON FOODS INC	2-5#	POULTRY	\$22.11	
692611	CHIX FRYZ BRD CKD CN	PIERRE/ZARTIC, INC.	3-5#	POULTRY	\$32.15	
693367	CHIX TNDR BRD FRTRR CN	TYSON FOODS INC	3-3.56#	POULTRY	\$23.00	
757438	CHIX BRST GARLIC FOCACCIA 48-4Z TYS	TYSON FOODS INC	48-4Z	POULTRY	\$54.63	
762652	CHIX STIX BRD CKD CN	TYSON FOODS INC	3-5#	POULTRY	\$28.11	
774233	CHIX BRST STRP BRD BUFF RTC	TYSON FOODS INC	2-5#	POULTRY	\$26.66	
778668	CHIX POPCORN BITE BUFF	TYSON FOODS INC	2-5#	POULTRY	\$22.11	
793205	CHIX POPCORN BITE BRD ORIG	TYSON FOODS INC	2-5#	POULTRY	\$21.58	
818712	CHIX TNDRLN JMBO BRD FRTR	TYSON FOODS INC	2-5#	POULTRY	\$21.68	
821039	CHIX WNG DING BRD CKD	PILGRIM'S PRIDE CORP (PIERCE)	2-7.5#	POULTRY	\$41.14	
821101	CHIX BRST CNTRY	PILGRIM'S PRIDE CORP (PIERCE)	10#	POULTRY	\$28.54	
851809	CHIX BRST RING	MAXI POULTRY CO.	2-5#	POULTRY	\$23.72	
851825	CHIX POPCORN BRD	MAXI POULTRY CO.	2-5#	POULTRY	\$19.99	
109620	ONION SPANISH JUMBO 10#	AAA GFS REPACK	10#	PRODUCE		\$0.75
129631	TOMATO GRAPE SWT	GENTILE BROS COMPANY	10#	PRODUCE		\$0.75
160250	PICKLE DILL WHL IW	GIELOW PICKLES INC	48CT	PRODUCE		\$0.75
162170	LETTUCE ICEBERG PREM	MARKON-SALINAS/YUMA	6CT	PRODUCE		\$0.75
170895	CELERY STALK 24 SZ 8CT	MARKON-SALINAS/YUMA	6CT	PRODUCE		\$0.75



Item Code	CURRENT Item Description	Current Awarded Manufacturer Name	Pack Size PKT	Category	HPS Commercial Firm Price	HPS Commercial Fixed Fee
173500	SPRING MIX CONVENTIONAL	MARKON- SALINAS/YUMA	3-1#	PRODUCE		\$0.75
197698	APPLE DELICIOUS RED	MARKON - WASH. APPLES/PEARS	113CT	PRODUCE		\$0.75
197728	APPLE RED MI	SUPERIOR SALES, INC.	113-138CT	PRODUCE		\$0.75
197769	BANANA STAGE 3-5 PETITE 150CT	GENTILE BROS COMPANY	PETITE 150CT	PRODUCE		\$0.75
197831	GRAPES RED SEEDLESS	MARKON - LA/OXNARD	18#AVG	PRODUCE		\$0.75
197858	GRAPES WHITE SEEDLESS	MARKON - LA/OXNARD	18#AVG	PRODUCE		\$0.75
197904	MELON HNYDEW	MARKON - LA/OXNARD	8-1CT	PRODUCE		\$0.75
198005	ORANGES NAVEL FCY	MARKON - CALIF CITRUS	88CT	PRODUCE		\$0.75
198013	ORANGES NAVEL FCY	MARKON - CALIF CITRUS	113CT	PRODUCE		\$0.75
198021	ORANGES NAVEL FCY 138CT	MARKON - CALIF CITRUS	138CT	PRODUCE		\$0.75
198056	PEAR 10SZ	MARKON - LA/OXNARD	10SZ 95-110CT	PRODUCE		\$0.75
198161	CARROT MATCHSTICK SHRED	MARKON - LA/OXNARD	2-3#	PRODUCE		\$0.75
198226	COLE SLAW SHRED SEP BAG	Markon - TAYLOR FARMS	4-5#	PRODUCE		\$0.75
198307	ONION DCD 1/4"	MARKON - LA/OXNARD	1/4" 2-5#	PRODUCE		\$0.75
198536	CELERY JUMBO 16-24CT	MARKON- SALINAS/YUMA	16-24CT 40#	PRODUCE		\$0.75
198587	CUCUMBER SELECT SUPER	SUPERIOR SALES, INC.	55#	PRODUCE		\$0.75
198668	LETTUCE LEAF	MARKON- SALINAS/YUMA	12CT	PRODUCE		\$0.75
199001	TOMATO 6X8 LRG	MAGLIO & COMPANY	10#	PRODUCE		\$0.75
199036	TOMATO 6X8 LRG	MAGLIO & COMPANY	25#	PRODUCE		\$0.75
199044	TOMATO CHERRY	GENTILE BROS COMPANY	12-1PT	PRODUCE		\$0.75
199583	WATERMELON LRG 2 1/2#AVE	TYCE BRUURSEMA INC	21#AVG 1CT	PRODUCE		\$0.75
200565	MELON MUSK CANTALOUPE	MARKON - LA/OXNARD	12CT	PRODUCE		\$0.75
200786	APPLE DELICIOUS RED	MARKON - WASH. APPLES/PEARS	100CT	PRODUCE		\$0.75
200794	APPLE DELICIOUS GOLDEN	MARKON - WASH. APPLES/PEARS	100CT	PRODUCE		\$0.75
200999	BANANA STAGE 3-5	GENTILE BROS COMPANY	40#	PRODUCE		\$0.75
201006	BANANA STAGE 3-5	GENTILE BROS COMPANY	10#	PRODUCE		\$0.75
201367	APPLE DELICIOUS RED	MARKON - WASH. APPLES/PEARS	125CT	PRODUCE		\$0.75
201456	APPLE DELICIOUS RED 138CT	MARKON - WASH. APPLES/PEARS	138CT	PRODUCE		\$0.75
206032	TOMATO 5X8 XL	MAGLIO & COMPANY	25#	PRODUCE		\$0.75
206059	PEPPERS GREEN MED 77-88CT	SUPERIOR SALES, INC.	25#	PRODUCE		\$0.75
206504	LETTUCE SALAD MXD	Markon - TAYLOR FARMS	4-5#	PRODUCE		\$0.75
212768	STRAWBERRIES CLAMSHELL	MARKON- SALINAS/YUMA	4/4#	PRODUCE		\$0.75
220655	SALAD POT AMERICAN	SANDRIDGE FOOD CORPORATION	3-10#	PRODUCE	\$23.22	
233285	POTATO BAKER IDAHO	MARKON - IDAHO	100CT	PRODUCE		\$0.75
241814	COLE SLAW KIT O/F	Markon - TAYLOR FARMS	2-7#	PRODUCE		\$0.75
242055	MUSHROOM SLCD 3/16"	CREEKSIDE MUSHROOMS, LTD.	5#	PRODUCE		\$0.75
242071	LETTUCE SALAD SEP BAGS	Markon - TAYLOR FARMS	4-5#	PRODUCE		\$0.75
242489	LETTUCE SHRDD TACO 1/8CUT	Markon - TAYLOR FARMS	1/8CUT 4-5#	PRODUCE		\$0.75
273183	SALAD POT AMERICAN	SANDRIDGE FOOD CORPORATION	10#	PRODUCE	\$7.93	
280895	GRAPES RED LUNCH BUNCH	MARKON - LA/OXNARD	20#AVG	PRODUCE		\$0.75
283339	BROCCOLI & CAULIF COMBO	Markon - TAYLOR FARMS	2-3#	PRODUCE		\$0.75
285188	MUSHROOM LRG XFCY 12#	CREEKSIDE MUSHROOMS, LTD.	3#	PRODUCE		\$0.75
287908	KIWI 35CT MARKON	MARKON - LA/OXNARD	35CT	PRODUCE		\$0.75
293148	COLE SLAW FINE DCD W/CARRT	Markon - TAYLOR FARMS	4-5#	PRODUCE		\$0.75
302198	CARROT & CELERY STIX COMBO	FRESHWAY FOODS	2-5#	PRODUCE		\$0.75
307768	LETTUCE ICEBERG FS	MARKON- SALINAS/YUMA	4-8CT	PRODUCE		\$0.75
315133	TOMATO 6X7 MED	MAGLIO & COMPANY	25#	PRODUCE		\$0.75
322326	ORANGES NAVEL CHC	MARKON - CALIF CITRUS	138CT	PRODUCE		\$0.75
326089	WATERMELON RED SEEDLESS	TYCE BRUURSEMA INC	2CT	PRODUCE		\$0.75
412201	MELON MUSK CANTALOUPE	MARKON - LA/OXNARD	18CT	PRODUCE		\$0.75
414166	LETTUCE ROMN BLND SEP BAG	Markon - TAYLOR FARMS	4-5#	PRODUCE		\$0.75
418439	CUCUMBER SELECT 24CT	SUPERIOR SALES, INC.	24CT	PRODUCE		\$0.75
438197	TOMATO 5X6 XL	MAGLIO & COMPANY	5#	PRODUCE		\$0.75
451720	LETTUCE AMER BLND MXD	Markon - TAYLOR FARMS	4-5#	PRODUCE		\$0.75
451730	LETTUCE ROMAINE RIBBONS	Markon - TAYLOR FARMS	6-2#	PRODUCE		\$0.75
473171	APPLE FRSH SLCD	PETERSON FARMS	100-22	PRODUCE		\$2.00
488951	BROCCOLI CRWN ICELESS CLN	Markon - TAYLOR FARMS	4-3#	PRODUCE		\$0.75
508616	TOMATO #2 RANDOM SZ	MAGLIO & COMPANY	25#	PRODUCE		\$0.75
510637	CARROT BABY WHL CLEANED	WM BOLTHOUSE FARMS/FRESH LOGIS	12-2#	PRODUCE		\$0.75
516950	ORANGES WEDGES	PETERSON FARMS	100-32	PRODUCE		\$2.00
532312	CUCUMBER SEEDLES	SUPERIOR SALES, INC.	12-1CT	PRODUCE		\$0.75
540005	APPLE DELICIOUS RED	MARKON - WASH. APPLES/PEARS	163CT	PRODUCE		\$0.75
557854	PICKLE KOSH DILL SPEAR 375-425CT	GIELOW PICKLES INC	5GAL	PRODUCE		\$0.75
576646	CARROT STIX STRAIGHT CUT	FRESHWAY FOODS	2-5#	PRODUCE		\$0.75



Item Code	CURRENT Item Description	Current Awarded Manufacturer Name	Pack Size PKT	Category	HPS Commercial Firm Price	HPS Commercial Fixed Fee
582271	APPLE GRANNY SMITH	SUPERIOR SALES, INC.	113CT	PRODUCE		\$0.75
592315	PEPPERS GREEN LRG	SUPERIOR SALES, INC.	5#	PRODUCE		\$0.75
592323	CUCUMBER SELECT	AAA GFS REPACK	6CT	PRODUCE		\$0.75
596914	GRAPES RED SEEDLESS	AAA GFS REPACK	5#	PRODUCE		\$0.75
596973	ONION RED JUMBO	SUPERIOR SALES, INC.	10#	PRODUCE		\$0.75
597481	APPLE DELICIOUS GOLDEN	MARKON - WASH. APPLES/PEARS	136CT	PRODUCE		\$0.75
800504	LETTUCE BLND ICEBERG/ROMAIN	Markon - TAYLOR FARMS	4-5#	PRODUCE		\$0.75
813687	CARROT SNACK CLEANED	MARKON - LAVOXNARD	200-1Z	PRODUCE		\$0.75
678791	LETTUCE SHRDD 3/8" CUT	Markon - TAYLOR FARMS	4-5#	PRODUCE		\$0.75
690236	MELON MUSK CANTALOUPE	SUPERIOR SALES, INC.	4-1CT	PRODUCE		\$0.75
690252	MELON HNYDEW	AAA GFS REPACK	3-1CT	PRODUCE		\$0.75
702595	LETTUCE LEAF GRN WASHED TRMD	MARKON- SALINAS/YUMA	2-5#	PRODUCE		\$0.75
702608	LETTUCE ROMAINE CLND CALIF	MARKON- SALINAS/YUMA	2-5#	PRODUCE		\$0.75
728489	PINEAPPLE GLDN	GENTLE BROS COMPANY	6-8CT	PRODUCE		\$0.75
732451	BROCCOLI FLORET BITE SIZE	Markon - TAYLOR FARMS	2-3#	PRODUCE		\$0.75
732478	BROCCOLI FLORET REG CUT	Markon - TAYLOR FARMS	4-3#	PRODUCE		\$0.75
732486	CAULIFLOWER BITE SIZE	Markon - TAYLOR FARMS	2-3#	PRODUCE		\$0.75
732494	CAULIFLOWER REG CUT	Markon - TAYLOR FARMS	2-3#	PRODUCE		\$0.75
735787	LETTUCE ROMAINE CUT	Markon - TAYLOR FARMS	6-2#	PRODUCE		\$0.75
738166	COLE SLAW CRMY CLSC	CHEF SOLUTIONS INC.	3-10#	PRODUCE	\$24.27	
756826	LETTUCE BLND ROMAINE MXD	Markon - TAYLOR FARMS	4-5#	PRODUCE		\$0.75
788146	CARROT BABY WHL PETITE	WM BOLTHOUSE FARMS/FRESH LOGIS	4-5#	PRODUCE		\$0.75
789118	LETTUCE 1" CUT	FRESHWAY FOODS	4-5#	PRODUCE		\$0.75
778338	CARROT SNACK W/RANCH DIP	MARKON - LAVOXNARD	36-2.25Z	PRODUCE		\$0.75
781592	CELERY STIX	MARKON - LAVOXNARD	4-3#	PRODUCE		\$0.75
781606	CARROT STIX	FRESHWAY FOODS	4-3#	PRODUCE		\$0.75
786535	TOMATO SLCD 1/4"	FRESHWAY FOODS	5#	PRODUCE		\$0.75
786543	TOMATO ROMA DCD 3/8"	FRESHWAY FOODS	3/8" 2-5#	PRODUCE		\$0.75
163821	TROUT BRD O/R 1Z CN	CLEAR SPRINGS FOODS INC	10#	SEAFOOD	\$17.58	
428299	COD BRD NUG 1Z O/R	ICELANDIC USA, INC.	10#	SEAFOOD	\$20.76	
488844	SHRIMP BRD POPPER 110CT 5-2#	TAMPA MAID FOODS INC	110CT 5-2#	SEAFOOD	\$23.90	
511986	POLLOCK BRD STIX 1Z O/R	ICELANDIC USA, INC.	10#	SEAFOOD	\$21.69	
523291	FISH BRD SHAPES 1Z O/R	ICELANDIC USA, INC.	10#	SEAFOOD	\$22.06	
537886	POLLOCK 2-4Z IQF IMPRTD 4-10# IPM	LIMSON TRADING, INC (SEAFOOD)	2-4Z	SEAFOOD	\$59.44	
576255	FISH BRD 3Z O/R CN	ICELANDIC USA, INC.	10#	SEAFOOD	\$23.18	
842684	COD BRD RECT CRSPY 3Z O/R	ICELANDIC USA, INC.	10#	SEAFOOD	\$16.74	
848484	FISH BRD CHS CRNCHY O/R CN	ICELANDIC USA, INC.	10#	SEAFOOD	\$36.37	
130389	HOLDER POT RND 8" NATURAL	BVT - CHEF REVIVAL	1CT	TABLETOP	\$1.79	
187090	THERM PCKT DIAL 0/+220	RUBBERMAID - PELOUZE	1CT	TABLETOP	\$2.92	
187130	THERM REF/FRZER -20/+80 1CT	RUBBERMAID - PELOUZE	1CT	TABLETOP	\$2.78	
187140	THERM REF -20/+80 1CT	RUBBERMAID - PELOUZE	1CT	TABLETOP	\$3.38	
187190	THERM PCKT DIGITAL +302 1CT	RUBBERMAID - PELOUZE	302 1CT	TABLETOP	\$10.30	
190980	THERM REF/FRZER -40/+120 1CT	RUBBERMAID - PELOUZE	1CT	TABLETOP	\$1.58	
202231	SCRAPER RUBBER 13.5" 1CT	RUBBERMAID COMMERCIAL PROD.	1CT	TABLETOP	\$2.37	
217600	THERM PCKT DIAL 0/+220 1CT	RUBBERMAID - PELOUZE	1CT	TABLETOP	\$3.73	
218243	MITT OVEN FLAME RETARDANT 17" 2CT	BVT - CHEF REVIVAL	2CT	TABLETOP	\$6.24	
227749	HOLDER POT PAN GRABBER	BVT - CHEF REVIVAL	2CT	TABLETOP	\$4.60	
259993	PUMP MUSTARD 1GAL 1CT	IMPACT PRODUCTS	1CT	TABLETOP	\$2.04	
274801	GLOVE RUBBER MED YEL 2CT	IMPACT PRODUCTS	2CT	TABLETOP	\$0.60	
278408	LID PAN 1/8 SZ CLR 1CT	CAMBRO - EXPRESS	CT	TABLETOP	\$2.30	
295078	TOWEL DISH BAR RIBBED 16X19"	BVT - CHEF REVIVAL	12CT	TABLETOP	\$8.52	
399027	HOLDER POT SQ 8" BRN	BVT - CHEF REVIVAL	1CT	TABLETOP	\$1.47	
433985	APRON BIB BLK 25X27" 1CT	BVT - CHEF REVIVAL	1CT	TABLETOP	\$7.25	
493813	TONG SAL 8" PLAS BLK 1CT	CAMBRO - EXPRESS	BLK 1CT	TABLETOP	\$1.42	
493821	TONG SAL 8" PLAS CLR 1CT	CAMBRO - EXPRESS	1CT	TABLETOP	\$1.42	
549533	APRON BIB ECON WHT 32X34"	BVT - CHEF REVIVAL	1CT	TABLETOP	\$2.79	
601322	SANITIZER PAIL RED 8QT	SAN JAMAR INDUSTRIES	6QT	TABLETOP	\$3.03	
866033	TEASPOON WIND III 36CT	ONEIDA/BUFFALO	36CT	TABLETOP	\$3.58	
866076	FORK DNNR WIND III	ONEIDA/BUFFALO	36CT	TABLETOP	\$5.35	
(7-9-2008)						



Attachment B



**HPS GFS SCHOOL  
COMMITTED PURCHASING PROGRAM**

Gordon Food Service is pleased to offer this purchasing incentive to all HPS School members, for the contract period July 1, 2008 – July 4, 2010

The HPS member signing this agreement agrees to commit 90% of its purchasing, by dollar volume, to Gordon Food Service. It shall include 90% of total dollars purchased from the following categories, or 90% of total dollars purchased regardless of categories

**GROCERY**

Canned Fruits  
Canned Vegetables

**FROZEN**

French Fries  
Frozen Juices

**PRODUCE**

Bulk and Processed Fresh Fruits  
Bulk and Processed Fresh Vegetables

**FROZEN ENTIREES**

Pizza Products  
Burritos

**MEATS**

Raw Beef Patties  
Cooked Beef Patties

**DAIRY**

Block Cheese Products  
Sliced & Shredded Cheese

**POULTRY PRODUCTS**

Chicken or Turkey Patties  
Chicken or Turkey Nuggets

**SEAFOOD**

Filets & Portions  
Nuggets & Sticks

**DISPOSABLES**

Trays  
Servicewear and Foodservice Paper

In exchange for this purchasing commitment, Gordon Food Service will issue semi-annual credit memos to members, calculated at 1% of the total purchases during each 6-month period of June – November and December – May.

With the advent of commodity distribution through commercial products and broadline distribution, GFS is pleased to announce a new incentive for HPS members offering an additional .25% on ALL purchases (commodity and non-commodity). Commitment to purchase all proprietary products received by the school districts under the USDA Commodity Program and priced under the HPS agreement will be included in the calculation for the 90% commitment level (Contract #99) PLUS entitle the member to an additional 1% incentive on total purchases.

Rebates will be issued within 30 days after each 6-month period of GFS/HPS School Contract. **All purchases from GFS, under any other HPS contract, count as purchase volume for purposes of this calculation.**

Account must be "current" (within payment terms) before commitment incentive will be paid. Any incurred finance charges will be withheld from said rebate.

\_\_\_\_\_ Not Committed to HPS / GFS School Bid Pricing

\_\_\_\_\_ Commitment for HPS School Contract (1% rebate on all purchases of categories and product subgroups)

\_\_\_\_\_ Commitment for HPS Contract with Commodity entitlements (additional .25% rebate for total rebate of 1.25%)

This agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between Gordon Food Service, Inc. (GFS) and:

\_\_\_\_\_ - \_\_\_\_\_  
(Account Name) (Account Number)

\_\_\_\_\_ - \_\_\_\_\_  
(Member's Name) (Title)

\_\_\_\_\_  
(Member's Signature)