

PURCHASING DIVISION
CITY OF WORCESTER
MASSACHUSETTS 01608-1895
ROOM 201 - CITY HALL 455 MAIN ST
PHONE (508) 799-1220

SEALED BID INVITATION
(Supplies, Material, Equipment, Services)

SEALED BID NO. CR-8375-J5

DATE: February 26, 2025

CITY OF WORCESTER
Christopher J. Gagliastro
Purchasing Agent

BUYER: Jerry Kucera

AN EQUAL OPPORTUNITY AFFIRMATIVE ACTION EMPLOYER

NOTICE TO BIDDERS
TERMS AND CONDITIONS

All bids are subject to the terms and conditions and specificity herein set forth except where specifically deleted by the City of Worcester in Section No. 6 below.

COMPLETE ORIGINAL COPY (including ALL pages) OF THIS BID MUST BE SUBMITTED IN A SEALED ENVELOPE:

DATE: March 19, 2025

TIME: 10:00 A.M. LOCAL TIME

PLACE: Purchasing Division, Room 201, City Hall, Worcester, Massachusetts

MARK SEALED ENVELOPE **"Sealed Bid No. CR-8375-J5, Grocery Products / WPS"**

The name and address of the bidder must appear in the upper left hand corner of the envelope. The City of Worcester is not responsible for bids not properly marked.

GENERAL

1. This Bid Invitation covers: Furnish and Deliver Grocery Products as per the requirements and specifications of the City of Worcester Public Schools for a period of one (1) year from July 1, 2025 through June 30, 2026 and at the sole discretion of the City to renew for a second and third year. The option to be determined at the end of the current contract year. (See page 10).
2. A certified check or bid bond made payable to the "City Treasurer, City of Worcester" in the Amount of \$ n/a must accompany this bid.
3. All bids received will be publicly opened and read in the Bid Room at City Hall at date and time shown above.
NO BID WILL BE ACCEPTED AFTER TIME AND DATE SPECIFIED
4. A performance bond in the amount of \$ n/a of the total dollar award is required.
5. A payment bond in the amount of \$ n/a of the total dollar award is required.
6. All terms and conditions are applicable to this proposal except the following section numbers which are hereby deleted from this invitation: all apply.
7. **Questions pertaining to this bid must be directed to Jerry Kucera via email at kucerajs@worcesterma.gov.**
8. The following meanings are attached to the defined words when used in this bid form.
 - (a) The word "City" means The City of Worcester, Massachusetts.
 - (b) The word "Bidder" means the person, firm or corporation submitting a bid on these specifications or any part thereof.
 - (c) The word "Contractor" means the person, firm or corporation with whom the contract is made by carrying out the provisions of these specifications and the contract.

- (d) The words "Firm Price" shall mean a guarantee against price increases during the life of the contract.
9. Any prospective bidder requesting a change in or interpretation of existing specifications of terms and conditions must do so within five (5) days (Saturdays, Sundays and Holidays excluded) BEFORE scheduled bid opening date. All requests are to be in writing to the Purchasing Division (or e-mailed at: kucerajs@worcesterma.gov . No changes will be considered or any interpretation issued unless the request is in our hands within five (5) days (Saturdays, Sundays and Holidays excluded) BEFORE scheduled bid opening date.
 10. The contractor will be required to indemnify and save harmless the City of Worcester, for all damages to life and property that may occur due to his negligence or that of his employees, subcontractors, etc., during this contract.
 11. The Contract Agreement will be in the form customarily employed by the City of Worcester and is on file in the Purchasing Division at City Hall.
 12. Bids which are incomplete, not properly endorsed, or signed, or otherwise contrary to these instructions will be rejected as informal by the Purchasing Agent. **Conditional bids will not be accepted.**
 13. The Bidder must certify that no official or employee of the City of Worcester, Massachusetts is pecuniarily interested in this proposal or in the contract which the bidder offers to execute or in expected profits to arise therefrom, unless there has been compliance with provisions of G.L. C. 43 Sec. 27, and that this bid is made in good faith without fraud or collusion or connection with any other person submitting a proposal.
 14. As the City of Worcester is exempt from the payment of Federal Excise Taxes and Massachusetts Sales Tax, prices quoted herein are not to include these taxes.
 15. All prices are to be firm F.O.B. Destination, City of Worcester, Massachusetts, unless otherwise indicated by the City. **Time reserved for award is ninety days.**
 16. In case of error in the extension prices quoted herein, the unit price will govern.
 17. It is understood and agreed that should any price reductions occur between the opening of this bid and delivery of any order, the benefit of all such reductions will be extended to the City.
 18. The City of Worcester reserves the right to reject any and all bids, wholly or in part, and to make awards in a manner deemed in the best interest of the City.
 19. Awards will be made to the bidder quoting the lowest net price in accordance with the specifications.
 20. The supplier will be bound by all applicable statutory provisions of law of the Federal Government, the Commonwealth of Massachusetts, the City of Worcester, and the Department of Public Safety of the Commonwealth of Massachusetts.
 21. Any bid withdrawn after time and date specified, the bidder shall forfeit deposit on bid as liquidated damages.
 22. The contractor will not be permitted to assign or underlet the contract, not assign either legally or equitably any monies hereunder, or its claim thereto without the previous written consent of the City Treasurer and of the Purchasing Agent of the City of Worcester.
 23. If this bid shall be accepted by the City, and the bidder shall fail to contract as aforesaid and to give a bond in the amount as specified in Section 4, within ten (10) days, (not including Sunday or a legal Holiday) from the date of the mailing of a notice from the City to him/her, according to the address given herewith, that the contract is ready for signature, the City may by option determine that the bidder has abandoned the contract and thereupon the proposal and acceptance shall be null and void and the bid security accompanying this proposal shall become the property of the City as liquidated damages.
 24. When quoting, the bidder shall submit a signed copy of this bid form, and if bid accepted by the City shall constitute part of the contract of purchase. Do not detach any part of this form 30B (Sealed Bid Goods & Services) when submitting a bid. Bidder must sign and return complete form 30B (Sealed Bid Goods & Services).
 25. If in the judgment of the Purchasing Agent any property is needlessly damaged by an act or omission of the contractor or his/her employees, servants or agent, the amount of such damages shall be determined by the Purchasing Agent of the City

of Worcester and such amount shall be deducted from any money due the contractor or may be recovered from said contractor in actions at law.

26. It is agreed that deliveries and/or completion are subject to strikes, lockouts, accidents and/or Acts of God.

INSURANCE AND WORKER'S COMPENSATION

27. COMMERCIAL GENERAL LIABILITY INSURANCE: Contractor to supply the City of Worcester with certificates of insurance evidencing general liability coverage of not less than \$ 1,000,000.00 per occurrence / \$ 2,000,000.00 aggregate.

28. AUTOMOBILE LIABILITY INSURANCE: Contractor to supply the City of Worcester with certificates of insurance evidencing automobile liability coverage, bodily injury and property damage combined single limit, of \$ 1,000,000.00 (all owned, hired, and non-owned autos).

29. COMPENSATION INSURANCE: The contractor shall furnish the City of Worcester with certificates showing that all of his/her employees who shall be connected with this work are protected under statutory worker's compensation insurance policies.

30. The Contractor shall carry public liability insurance with an insurance company satisfactory to the City so as to save the City harmless from any and all claims for damages arising out of bodily injury to or death of any person or persons, and for all claims for damages arising out of injury to or destruction of property caused by accident resulting from the use of implements, equipment or labor used in the performance of the contractor or from any neglect, default or omission, or want of proper care, or misconduct on the part of the Contractor or for anyone of his employ during the execution of the contract.

31. Prior to starting on this contract, the Contractor shall deposit with the Contracting Officer certificates from the insurer to the effect that the insurance policies required in the above paragraphs have been issued to the Contractor. The certificates must be on a form satisfactory to the Purchasing Agent.

32. Except as may otherwise be stated herein, the Contractor shall also carry bodily injury and property damage insurance in an amount not less than those set forth above covering the operation of all motor powered vehicles owned or operated by the Contractor and engaged in this contract.

DISCOUNT

33. Prompt pay discounts will be considered when determining the low bid except when discounts are for a period of less than 30 days. In this event prompt pay discounts will not be taken into consideration when determining low bid.

34. Time, in connection with discount offered, will be computed from date of completion and/or delivery and acceptance at destination, or from date correct bill or voucher properly certified by the contract is received if the latter date is later than the date of completion and acceptance and/or delivery and acceptance.

GUARANTEE

35. The bidder to who a contract is awarded guarantees to the City of Worcester all equipment, materials and or workmanship for a period of one (1) year after final inspection and acceptance and shall replace promptly any defective equipment, materials and/or workmanship required without additional cost to the City.

DELIVERIES AND COMPLETION

36. It is understood and agreed that in the event of failure on the part of the bidder to indicate date of delivery and/or completion, delivery and/or completion will be made within twelve (12) days from date of notification. Should the successful bidder fail to make delivery or complete contract within time specified, the City reserves the right to make the purchase on such orders at the open market and charge any excess over contract price to the account of the successful bidder, who shall pay the same.

37. The contractor shall familiarize himself with the location and facilities for storage.

38. The City through its Purchasing Division reserves the right to divert delivery from one location to another, and to allow for any change in operating conditions or for any other cause not now foreseen and to proportion deliveries according to available storage facilities.

SAMPLING AND ANALYSIS

39. Each bidder must state the commercial name of the product quoted, name, and address of operator or agent from whom the product will be purchased and in addition shall furnish an analysis of the product, date of analysis, by whom made and their address.
40. Samples of the product to be delivered may be taken by a representative of the City, either prior to delivery or while it is being delivered in the storage facilities at destination, or will be taken from the storage facilities to which the product has been delivered as determined from time to time by the Purchasing Agent. Bidder agrees to furnish the necessary manual labor, without additional cost required to assemble the physical samples, which is to be performed under the direction of the City representative.
41. The representative of the City taking the samples shall be given the opportunity, while sampling, to affix his or her signature to the delivery slip each item represented in his/her sample.
42. Any product after the sampling and analysis, not found meeting the requirements of the contract shall be sufficient cause for the cancellation of the contract at the option of the Purchasing Agent.
43. If any product is found that does not meet the analysis submitted by the bidder in his/her proposal, the Purchasing Agent may, at his or her option, exercise his/her right to reject the product and require that all or any part thereof shall be removed promptly by and at the expense of the contractor and replace it forthwith with a product satisfactory to the Purchasing Agent, or to retain the product and compensate the contractor in an amount as determined by the Purchasing Agent and the City Manager.
44. It is understood and agreed that it shall be a material breach of any contract resulting from this bid for the Contractor to engage in any practice which shall violate any provisions of Massachusetts General Laws, Chapter 151B, relative to discrimination in hiring, discharge, compensation, or terms, conditions or privileges of employment because of race, color, religious creed, national origin, sex, age or ancestry.
45. The undersigned as bidder, declares that the only parties interested in this proposal as principals are named herein; that this proposal is made without collusion with any other person, firm or corporation, that no officer or agent of the City is directly or indirectly interested in this bid; and he/she proposes and agrees that if this proposal is accepted he/she will contract with the City in accordance with the specifications, also the terms and conditions as spelled out in this bid form.
46. No Person, including but not limited to corporations, partnerships, limited partnerships or limited liability corporations, shall be eligible to receive a contract under this invitation to bid and/or requires for proposal if that person has been convicted of any felony offense involving the distribution of controlled substances as that term is defined under Chapter 94C of the General Laws and, for contracts to be performed for on-site services to the Worcester Public Schools, if that person or any person to be employed by that person in the performance of such on-site services has been convicted of a "sex offense" or a "sex offense involving a child" or a "sexually violent offense" or would meet the definition of "sexually violent predator" as those terms are defined in Section 178C of the General Laws and who must register with the sex offender registry board.
47. The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ for work or services relating to this contract any unfit person or anyone not skilled in the task assigned to him. In light of the fact that the performance of this contract requires the Contractor and its employees to have significant interaction with the public, the Contractor shall require all employees who may perform services under this contract to conduct themselves in a courteous, professional manner. If the Contractor is notified by the Contract Officer that any person engaged upon the work is incompetent, unfaithful, disorderly, discourteous, or otherwise unsatisfactory, then such person shall be discharged from providing services or work pursuant to this contract. Without limiting the generality of the foregoing, intimidation, threats and/or violent conduct of any kind or nature directed to members of the public are absolutely prohibited. Failure to comply with this requirement shall be grounds for termination of the contract.

48. The Contractor's performance may be evaluated on an ongoing basis including but not limited to consideration of complaints received from members of the public. In order to facilitate this evaluation, the Contractor shall provide the City with documents and records upon request. The Contractor shall further obtain from its employees authorization that appropriate City personnel may obtain all available criminal offender information ("CORI") from the Criminal History Systems Board. A high number of unresolved complaints, any number of complaints that are particularly severe, or employment of individuals who have been convicted or assault or other violent crimes shall be grounds for the early termination or non-renewal of the contract by the City.
49. The procurement officer shall award the contract to the lowest responsible and responsive bidder. The term "responsible bidder" means "a person who has the capability to perform fully the contract requirements, and the integrity and reliability which assures good faith performance." Consistent with its duty to maintain public order and promote public safety, the City has determined that this contract is of a type and nature so as to be particularly sensitive due, at least in part, to the contractor's inherent access and dealings with the members of the general public. Therefore, the City has concluded that additional scrutiny is justified as it determines whether a particular bidder is responsible, having the integrity and reliability to properly perform the requested services. This may entail consideration of the contractor's system of oversight, training and supervision of its employees, including but not limited to its requirement of a high standard of customer service and courtesy in its dealings with the public. The bidder's care and diligence in hiring and assigning its employees will also be considered. In making its determination, the City reserves the right to examine any and all information at its disposal, including but not limited to prior City contracts, the experiences and information obtained from current and former customers (whether identified by the bidder as references or not), as well as other sources available to the City, including but not limited to court documents, newspapers, financial reports (such as DUNS), and certain police data and reports.
50. The Contractor, acting through its owner(s) or any of its employees, or its agents or sub-contractors and any of their employees, shall not engage in any behavior, whether during the course of its duties under this contract or at any other time, that is illegal, criminal or otherwise shocking or offensive to the general public. The determination whether any particular behavior is illegal, criminal or shocking to the general public shall rest in the sound judgment of the Contracting Officer or the City Manager. In making such determination, the Contracting Officer or the City Manager shall apply the general standards of the community. No criminal conviction or formal charges shall be required to make such determination. Such behavior need be something more than trivial and something which would cause the general public to have concerns either about the safety of individuals coming in contact with the Contractor or about the character and integrity of the individuals with which the City does business. Violation of this provision shall be grounds for immediate and unilateral termination of this contract by the City upon five days' notice as otherwise provided herein.

GIVE FULL NAMES AND RESIDENCES OF ALL PERSONS INTERESTED IN THE FOREGOING PROPOSAL.

(NOTICE: Give first and last name in full; in case of corporations, give corporate name and names of President, Treasurer, and Manager; and in case of firms give names of the individual members)

Name

Address

Zip Code

KINDLY FURNISH THE FOLLOWING INFORMATION REGARDING BIDDER:

(1) If a Proprietorship

Name of Owner _____

Business Address _____

Zip Code _____ Telephone No. _____

Home Address _____

Zip Code _____ Telephone No. _____

(2) If a Partnership

Full names and addresses of all partners

Name

Address

Zip Code

Business Address _____ Zip Code _____

Tel. No. _____

(3) If a Corporation

Full Legal Name _____

State of Incorporation _____ Qualified in Massachusetts ? Yes _____ No _____

Principal Place of Business _____

Street P.O. Box

City/Town State Zip

Telephone No. _____

Place of Business in Massachusetts _____

Street P.O. Box

City/Town State Zip

Telephone No. _____

GIVE THE FOLLOWING INFORMATION REGARDING SURETY COMPANY

Full Legal Name of Surety Company _____

State of Incorporation _____ Admitted in Massachusetts ? Yes _____ No _____

Principal Place of Business _____

Street P.O. Box

City/Town State Zip

Place of Business in Massachusetts _____

Street P.O. Box

City/Town State Zip

Telephone No. _____

NOTE

The Office of the Attorney General, Washington, D.C. requires the following information on all bid proposals amounting to \$1,000.00 or more.

F.I.D. Number of bidder _____

This number is regularly used by companies when filing their "EMPLOYER'S FEDERAL TAX RETURN, U.S." Treasury Department Form 941.

AUTHORIZED SIGNATURE OF BIDDER _____ TITLE _____
PLEASE SIGN

DATE _____ BID SECURITY \$ _____

The name(s) of customer service representative(s) to be responsible for servicing this account in the event of contract award are:

NAME (PLEASE PRINT) _____ TEL. NO. _____

NAME (PLEASE PRINT) _____ FAX. NO. _____

PLEASE INDICATE YOUR E-MAIL ADDRESS E-MAIL: _____

UNDER MASSACHUSETTS GENERAL LAWS, CHAPTER 30B: SECTION 10, THE FOLLOWING CERTIFICATION MUST BE PROVIDED:

Section 10. A person submitting a bid or a proposal for the procurement or disposal of supplies, or services to any governmental body shall certify in writing, on the bid or proposal, as follows:

"The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals."

(Please Print) _____
Name of Person Signing Bid

Signature of Person Signing Bid

Company

No award will be made without vendor certification of the above.

Bidders must state and identify the product offered, such as manufacturer's name, trade name, brand name and quality next to each item. WE MUST KNOW WHAT HAS BEEN OFFERED.

The quantities shown herein are estimated only and the Contractor will be required to furnish all quantities ordered by the City during the period of the contract.

YES _____ NO X

Delivery to be made to: Worcester Public Schools

This Bid includes addenda numbered _____

NO PRICE ADJUSTMENTS ALLOWED. PRICES QUOTED ARE FINAL. CHECK BEFORE SIGNING!

BIDDER TO COMPLETE ITEMS BELOW

Pricing for Grocery Products Per Attached Specifications					
All questions must be directed to Jerry Kucera via email at kucerajs@worcesterma.gov					
Item #	Estimated Annual Quantity	Description	Unit Measure	Unit Cost	Extended Cost
		<p>Furnish & Deliver Grocery Products as per the attached requirements and specifications of the City of Worcester Public Schools for a period of one year.</p> <p>Bidders must specify Product Manufacturers and Product Numbers.</p> <p>Bidders must bid on all items; award to be made in the aggregate.</p> <p><u>Bidders are required to submit a hard copy as well as a thumb drive with the pricing spreadsheet in the sealed bid package. An electronic copy of the spreadsheet can be downloaded via the City's open bids page:</u> http://www.worcesterma.gov/finance/purchasing-bids/bids/open-bids</p>			See Pricing / Specification Pages

TERMS, PROMPT PAY DISCOUNT _____ % 30 DAYS, NET 45 DAYS.

DELIVERY AND/OR COMPLETION TO BE MADE WITHIN as required by WPS FROM DATE OF NOTIFICATION BY THE CITY.

(N.B. PLEASE REFER TO SECTION NO. 34 RELATIVE TO THE DELIVERY).

NAME OF BIDDER _____

DISCLOSURE OF CONTRACT RENEWAL

This contract may be renewed for a second and third year at the sole discretion of the City of Worcester, the option of which will be determined at the end of the current contract year.

In no event will increase exceed _____ % for the second contract year.

In no event will increase exceed _____ % for the third contract year.

(TO BE COMPLETED BY BIDDER)

Name

Date

Title

IF VENDOR DOES NOT WISH TO BE CONSIDERED FOR A SECOND AND THIRD YEAR OPTION,
PLEASE INDICATE BY CHECKING THIS BOX: ☐

IMPORTANT

It is understood and agreed, that failure by the bidder to complete the above increase statement, it is the bidders intent to accept a second and third year option at zero (0) percent increase.

All other Terms and Conditions to remain the same.

<p style="text-align: center;">BID #: CR-8375-J5 – BID SPECIFICATIONS GROCERY PRODUCTS - WORCESTER PUBLIC SCHOOLS</p>

1. INTRODUCTION

The Worcester Public Schools (WPS) seeks bids from qualified vendors to provide grocery products and appropriate business services that will ensure the students of Worcester receive nutritious meals that maintain a high level of quality and variety. WPS seeks a partner with strong operations and responsive customer service that will consistently meet the demands of the WPS meal program.

1.A.: Bidder Qualifications:

Bidder shall demonstrate that they are able to meet these demands by including a brief summary / statement of work evidencing acceptable experience with the three quality requirements noted below:

- Provide a strong selection of grocery items, covering a majority of the WPS Grocery list.
- Comprehensive administrative services to manage delivery, billing, and supply changes.
- Demonstrate record of providing healthy, safe, fresh, grocery items.
- WPS may request additional information from any bidder pertaining to their qualifications and experience conducting services of similar size, scope and capacity as noted herein.

1.B. Award / Product Information

- **Grocery Products - Aggregate Bid Award (Bidder Must Bid All Items). Award to be made to the lowest responsive and responsible bidder per MGL c. 30B.**
- Aggregate weekly deliveries to sites listed with the option of additional sites upon notice.
- Annual volumes are estimates not guaranteed as they are contingent upon: menu, funding, student acceptance, and ability to comply with USDA School Meal standards.
- Brand/Product#/Pack bid must be stated.
- Samples may be requested prior to award to confirm "or equal" if applicable.
- Where an "alternative" product option is specifically listed on the pricing sheets, bidder shall include a price for this alternative product to be used if main product is unavailable.

These alternative products offers shall NOT be included in the total bid / award price. They are only to be used as substitutes in case of shortage.

2. OVERVIEW OF WORCESTER PUBLIC SCHOOLS NUTRITION SERVICES

Worcester Public Schools' Nutrition Services operates in thirty-three school meal sites across the city to provide breakfast, lunch, supper (at select locations), and after-school snacks (at select locations) to all students, serving well over five million meals a year. These meals provide key vitamins and nutrients that support healthy growth and development, and keep students fueled for learning throughout the day. Breakfast and lunch are available to all students enrolled at each of the school meals sites.

3. SCOPE OF SERVICES

The vendor shall provide comprehensive grocery items to WPS Nutrition Services for the FY25 School Year, beginning July 1, 2025, and ending June 30th, 2026, with two, one-year options to renew.

Vendors will:

- Sell, deliver, and bill for services provided.
- Nutritional/ingredient information and CN labeling or signed Product Formulation Statements must be provided, in electronic format, upon request, free of charge.
- The vendor shall be responsible for handling all USDA documentation for all USDA Foods.
- If products are no longer manufactured or are no longer used, they may be discontinued. The vendor shall notify WPS Nutrition Services a minimum of fourteen (14) days in advance of discontinuing an item.

4. ORDER PROCEDURES

4.1 Order Placement

The Successful Proposer will collaborate with the Director of Nutrition Services, and other department members to arrange all orders, deliveries, and payments. The awarded vendor must supply order forms, with online and/or hard copy options, to participating delivery sites for ordering purposes within 10 days of receiving our purchase order. Form shall include the City line-item numbers, as well as vendor's product code numbers.

4.2 Product Availability & Substitutions

Vendors must notify WPS, at the time the order is placed, and/or no later than 2:00 p.m. the day prior to the delivery, of any unavailable products on the order, at which time vendor must supply a substitute product, of the same or superior quality and must be offered at or below the bid price. The Director of Nutrition Services or designee must approve the substitution(s).

5. INVOICES

Invoice Submission:

- A copy of all delivery slips attributable to that purchase order must be included.
- Multiple invoices for a single order will not be processed.
- All invoices (with appropriate delivery slips) must be emailed to:
wpsacctspayable@worcesterschools.net
- All invoices and delivery slips must be properly and accurately dated.

6. QUALITY REQUIREMENTS

All items which are imperfect or of a grade inferior to proposal specifications in the opinion of WPS will be rejected and must be replaced by acceptable items without expense to the WPS. Final decisions concerning the quality of items other than those specifically designated rests with WPS.

Vendors must:

- Provide the items as described and comply with all bid submission requirements listed.
- Comply with HACCP (Hazard Analysis and Critical Control Points) regulations and show documentation upon request.
- Comply with all federal, state, and local mandates regarding the identification and recall of foods from the commercial and consumer marketplace. The vendor shall have a process in place to effectively respond to a food recall; the process must include accurate and timely communications with WPS and assurance that unsafe products are identified and removed from schools in an expedient, effective, and efficient manner. The vendor shall maintain all paperwork required for immediate and proper notifications of recalls for full and split cases.

7. FILL RATE

Acceptable vendor performance for the term of this contract shall be 98% monthly fill rate. Fill rate is defined as the percentage of customer orders satisfied by existing inventory of the exact product requested. Monthly fill rate reports shall be provided to WPS. Should the fill rate fall below 98% in any given month, WPS will receive a 1% rebate for that month's sales (in addition to any earned incentive rebate). Should the fill rate fall below 98% for more than two (2) consecutive months, penalties will be an additional 0.25% for every month.

Substitution of products will count as an "out" on the fill rate report. The original product will remain on the velocity report and will count against the fill rate. If WPS accepts a substitution of a product, the original item ordered shall not be removed from the invoice. The original product will remain on the velocity report and will count against the fill rate.

Automatic substitutions shall not be accepted for any item in the USDA Food Program. With proper documentation, manufacturer shortages shall not be held against the vendor.

8. DELIVERY REQUIREMENTS

All prices must be F.O.B. (Free on Board) destination, freight prepaid, with no additional costs to purchasing entities, including fuel charges. **Minimum delivery dollar amount of \$300.00 per location. No products shall be left outside the building at any time or in any place other than within the school kitchens, unless directed by WPS. Refer to Delivery Locations Appendix A, attached. All items must be delivered to the appropriate site inside the building as designated by a school employee. When delivering refrigerated and frozen products, the delivery person must put refrigerated products in the refrigerator and frozen products in the freezer. WPS is not required to accept any product that is visibly damaged, dented, squeezed, or torn. The Vendor must replace any item received in unacceptable condition, at no cost to the ordering facility, on the next business day, unless prior arrangements are made with WPS. Delivery dates and times will be agreed upon by the WPS and awarded vendor. In the case of school vacations, school cancellations, and/or school holidays, deliveries must be made on the next business day. Repeated failures to meet delivery dates six times or more will necessitate a meeting between the awarded vendor and WPS to address the issue.**

8.1 Delivery Slips

- It will be required that every time a delivery is made to a WPS building, a delivery slip must accompany the order. The slip must include but is not limited to the following information:

Items (listed individually)

Price (correspond to items above)

Purchase Order #

- Specify exactly what was delivered including substitutions, amounts, item numbers and price.
- IT WILL BE REQUIRED THAT THIS SLIP BE SIGNED BY A MEMBER OF THE SCHOOL NUTRITION STAFF OF THE BUILDING OR DESIGNATED REPRESENTATIVE. NO OTHER PERSON'S SIGNATURE WILL BE ACCEPTED.
- THE ORIGINAL MUST BE LEFT WITH THE SCHOOL NUTRITION STAFF MEMBER ON-SITE.
- IF THE SLIP IS NOT SIGNED BY SCHOOL NUTRITION STAFF, THIS WILL BE GROUNDS FOR NON-PAYMENT OF THAT INVOICE.

8.2 Delivery temperatures

- **Frozen:** All frozen foods are to be delivered rock hard frozen at 0° Fahrenheit, $\pm 5^{\circ}\text{F}$. Partially thawed goods, or products with evidence of thawing and refreezing will be rejected at the time of delivery.
- **Refrigerated:** All refrigerated products shall be delivered at a product temperature appropriate to industry guidelines for that specific product and shall have been maintained at this temperature at all times during storage and shipment, but never at a product temperature that has exceeded 40° Fahrenheit.
- **Dry:** All dry products shall be delivered at a product temperature appropriate to industry guidelines for that specific product and shall have been maintained at this temperature at all times during storage and shipment.

9. OTHER MINIMUM REQUIREMENTS

9.1 Review and Approval

All items are subject to review and approval by WPS. By submission of a bid, the vendor warrants that he/she is an authorized dealer, distributor, or manufacturer for the product(s) being offered, that all items proposed conform to the specifications for which the items are being offered, and that all items supplied under any contract related to this bid will be free from all defects in material, and title. This warranty shall provide for the replacement of defective merchandise and delivery of the replacement(s) to the same location. The warranty shall be effective from the date of acceptance of the merchandise.

9.2 Contract Compliance

If at any time the Successful Bidder fails to fulfill or comply with any of the requirements of this contract, WPS, at its option, can terminate this contract upon thirty (30) days written notice to the Successful Bidder.

9.3 Alternative Products

Trade names, if used, are to set type and quality standards required in a product. A Vendor may bid on comparable substitutes but must clearly indicate by manufacturer name and code number the item to be supplied and provide a sample of the alternate item. A vendor submitting a comparable item(s) other than the specific item(s) named in the specifications shall submit, with the "Pricing Sheet", a written notice containing the name and full particulars pertaining to such item(s) including, but not necessarily limited to, the manufacturer's name, manufacturer's product code number, price and nutritional data sheets.

The decisions of WPS as to whether an item(s) is or is not equal shall be final. Any and all expense necessary to prove to WPS the quality of the item(s) offered as equal to the specific item(s) shall be borne exclusively by the vendor submitting any proposed substitutions.

9.4 Buy American Provision - Appendix B

The Awarded Vendor must be in compliance with the Buy American Provision. Grocery, Milk, Ice Cream and Bread vendors must offer, to the maximum extent practicable, domestic commodities or products for use in meals served in compliance with the "Buy American" provision under Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336) which added a new provision, Section 12(n) of the NSLA/National School Lunch Act (42 USC 1760(n)), requiring School Food Authorities/Food Service Directors to purchase for their districts domestic commodities or products, to the maximum extent practicable.

Section 104(d) of Public Law 105-336 defines "domestic commodity or product" as an agricultural commodity that is produced in the United States and a food product that is processed in the United States substantially using agricultural commodities that are produced in the United States. "Substantially" means that more than half or 51% of the final processed product consists of agricultural commodities that were grown domestically.

Two situations which may warrant a waiver to permit purchases of foreign food products include: 1) The product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality; and 2) competitive bids reveal the costs of a U.S. product is significantly higher than the foreign product.

It is required by 7 CFR 3016.36(b) (2) to monitor vendor performance to ensure compliance with this “Buy American Provision”. Therefore, we ask that all vendors certify that the percentage of U.S. content on all domestic commodities or products bid, to the maximum extent practicable, be “substantially” processed in the U.S. For this purpose, a column will be provided on the Pricing Sheet for vendors to add a checkmark or equivalent next to each product bid, which they certify meets this provision. If the item bid does not meet the “Buy American” provision and the vendor feels it may warrant a waiver, please attach the argument for such and any relevant documentation for review. Furthermore, the SFAs/Food Service Directors will be examining all product packaging in accordance with the Nutrition Labeling and Education Act of 1990.

Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request.

To be considered for the alternative or exception,

- The request must be submitted in writing to a Worcester Public Schools Director of Nutrition or designee, a minimum of 10 day (s) in advance of delivery.
- The request must include the following:
 - Alternative substitute (s) that are domestic and meet the required specifications
 - Price of the domestic food alternative substitute (s)
 - Availability of the domestic alternative substitute (s) in relation to the quantity ordered.
- Reason for exception
 - limited/lack of availability or price (include price)
 - Price of the domestic food product
 - Price of the non-domestic product that meets the required specification of the domestic product.

10. SUSTAINABILITY CRITERIA: These specifications can be applied, but are not limited, to the following types of products:

- Grocery items, whether individually packaged or as components in a kit.

10.1 MANDATORY SUSTAINABILITY REQUIREMENTS:

- Any grocery item packaging may not contain fluorine or Perfluorinated compounds.

Definition - Perfluorinated Chemical (PFC) means any perfluorinated or polyfluorinated chemical, including but not limited to long and short-chain per- or polyfluorinated alkyl compounds (PFASs), fluorinated sulfonate compounds, fluorinated polyethers, and fluorinated polymers.

- *Documentation Required:* The bidder must submit a formal affidavit or declaration for each item made of fiber-based material stating that no intentionally added fluorine or fluorinated compounds were added to the product.
- The declaration must be written, signed, and dated on the manufacturer's letterhead by the manufacturer.
- If the product is lined, bidder must identify the type of grease barrier or coating used on the product.

10.2 EVALUTION CRITERIA:

Mandatory Criterion Description	Documentation Required	Documentation Provided by Bidder	MSC Met? (Y/N)
Product does not contain fluorine or fluorinated compounds (such as PFOS/PFOA chemicals used as grease barrier)	All products: Written, signed, and dated letter on manufacturer's letterhead by manufacturer declaring fluorinated compounds were not intentionally added.	<input type="checkbox"/> On manufacturer's letterhead <input type="checkbox"/> Written <input type="checkbox"/> Signed <input type="checkbox"/> Dated	
	If paper or fiber-based product: Must also identify the type of grease barrier/coating used.	Type of grease barrier/coating used on the product (if any):	

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Item No.	Estimated Quantity	Base Case Unit	Item	Example Items	Description	Brand/Manufacturer/Product#/Pack	Unit Price	Total Price	Buy American Provision met?	
			Beef							
1	720,000	SVG	Beef patty, 2.0 oz., FC, allergen free	Maid Rite 75156-03320	Each 2.0 oz Fully Cooked and Charbroiled Beef Pattie provides 2.0 oz equivalent meat servings.					
2	135,000	LB	Beef, ground, 80/20	Distributor's Choice	100% beef, no soy					
3	720,000	SVG	Meatball, beef, FC, .5 oz., allergen free	JTM 5049CE	Five 0.50 oz Cooked Beef Meatballs provide 2.00 oz equivalent meat servings.					
4	135,000	LB	Shaved Beef- Fully Cooked Tyson	https://www.tysonfoodservice.com/products/steak-eze/beef/philly-steaks/00756141013736						
			Bakery							
5	100	LB	Baking Powder	Distributor's Choice						
6	100	LB	Baking Soda	Distributor's Choice						
7	720,000	SVG	Biscuit, honey wheat, white	Bridgeford 6285	Each biscuit provides 2.0 WG.					
8	720,000	SVG	Breadstick, RS, WG garlic	Branson 25153	Each biscuit provides 2.0 WG.					
9	alternative	SVG		BakeCrafter 1637	Heat and serve. 7". Provides 2.0 WG					
10	720,000	SVG	Croissant, WG, sliced	Bakecrafter 869	WG round, fully sliced. 2.25 WG					
11	alternative	SVG		Hadley Farms 139	Whole Grain Croissant, Sliced, 2.0 WG					
12	720,000	SVG	Flatbread, WG 6x6	Rich's 14010	6x6 oven fired flatbread.					
13	100	LB	Flour, all purpose white, enriched	Distributor's Choice						
14	100	LB	Flour, white whole wheat	Distributor's Choice						
15	720,000	SVG	Garlic Knot, WG	Tasty Brands 81002	New York Style .Each 2 oz.knot provides 2.0 WG					
16	720,000	SVG	Roll, ciabatta, sliced, WG 2.4 oz.	Bimbo 921200-71156	Each 2.4 oz. roll provides 2.25 WG.					
17	720,000	SVG	Roll, pretzel	J&J 7051	51% WG-No Sodium, Provides 2.25 WG					
18	720,000	SVG	Texas Toast, WG	BakeCrafter 1605	Reduced fat and sodium, bulk. Provides 1.0 WG					
19	720,000	SVG	Tortilla, 10", WW	Father Sam's 96001	2.0 WG					
20	alternative	SVG		Harbar 21005054	2.5 WG					
21	720,000	SVG		Tortilla, 6", WW	Father Sam's 01120	1.0 WG				
22	alternative	SVG			Harbar 20605053	1.0 WG				
23	50	LB	Yeast, quick rise, instant	Distributor's Choice						

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Item No.	Estimated Quantity	Base Case Unit	Item	Example Items	Description	Brand/Manufacturer/Product#/Pack	Unit Price	Total Price	Buy American Provision met?
			Breads						
24	720,000	SVG	Bagel, White WG, bulk	Lenders 00074	Presliced. White whole wheat. 2.0 WG				
25	alternative			Bakecrafter 943	Presliced. White whole wheat. 2.0 WG				
26	alternative			Burry 00018	Presliced. White whole wheat. 2.25 WG				
27	720,000	SVG	Bagel, White WG, IW	Lenders 00075	Presliced. White whole wheat. 2.0 WG				
28	alternative			Bakecrafter 982	Presliced. White whole wheat. 2.2.5 WG				
29	alternative			Burry 87776	Presliced. White whole wheat. 2.25 WG				
30	720,000	SVG	Bread Slice, WG banana, IW	SuperBakery 7501	Individually wrapped. 2 WG credit.				
31	720,000	SVG	Bread Slice, WG blueberry, IW	Superbakery 7503	Individually wrapped. 2 WG credit.				
32	720,000	SVG	Bread Slice, WG cocoa, IW	SuperBakery 7506	Individually wrapped. 2 WG credit.				
33	720,000	SVG	Bread Slice, WG lemon, IW, RS	SuperBakery 7507	Individually wrapped. 2 WG credit.				
34	720,000	Each	Breakfast Break kit, Cereal Variety	ES Foods	ES Foods- Equivalent to 2 WG and 1 Fruit Serving				
35	720,000	Each	Breakfast Break kit, Granola/Cereal Bar Variety	ES Foods	ES Foods- Equivalent to 2 WG and 1 Fruit Serving				
36	720,000	SVG	Cinnamon Roll, WG, iced, IW	Hadley Farms 375IW	2 WG credits				
37	720,000	SVG	Crumb Cake, WG, cinnamon IW	Sky Blue CR272	2 WG credits				
38	720,000	SVG	French Toast, WG Stick, IW	BakeCrafter 449	Provides 2.0 WG				
39	720,000	SVG	Muffin, Smart Choice, WG, apple cinnamon, IW, 3.6 oz.	Muffintown 6666	Provides 2.0 WG				
40	720,000	SVG	Muffin, Smart Choice, WG, blueberry, IW, 3.6 oz.	Muffintown 6661	Provides 2.0 WG				
41	720,000	SVG	Muffin, Smart Choice, WG, blueberry, IW, 2 oz.	Muffintown 2661	Provides 1.0 WG				
42	720,000	SVG	Muffin, Smart Choice, WG, choc. chip, IW, 3.6 oz.	Muffintown 6670	Provides 2.0 WG				
43	720,000	SVG	Muffin, Smart Choice, WG, chocolate chip, IW, 2 oz.	Muffintown 2670	Provides 1.0 WG				
44	720,000	SVG	Muffin, Smart Choice, WG, corn, IW, 3.6 oz	Muffintown 6605	Provides 2.0 WG				
45	720,000	SVG	Muffin flat, WG, corn, IW	Right Start (Global) RS-6896	Provides 2.0 WG				
46	720,000	SVG	Pancakes, Mini, maple WG	Kellanova 38000925627	Eggo Bites. Provides 2.0 WG				
47	720,000	SVG	Pancakes, WG	Bakecrafter 1475	1 pancake equals 1 WG.				
48	alternative			Con Agra 86151-80370	3 pancakes equals 2.75 WG.				
49	alternative			Right Start (Global) RS7245	1 pancake equals 1 WG.				

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Item No.	Estimated Quantity	Base Case Unit	Item	Example Items	Description	Brand/Manufacturer/Product#/Pack	Unit Price	Total Price	Buy American Provision met?
50	720,000	SVG	Scones, White Chocolate, Raspberry 3.75 oz.	Pillsbury 8151	Not WG				
51	720,000	SVG	Waffle, Artisan Belgian, IW, WG, maple	Marson Foods S722MA	Waffle Envoy. Provides 2.0 WG				
52	720,000	SVG	Waffles, mini, cinnamon, WG	Kellanova 3800092313	Eggo Bites. Provides 2.0 WG				
53	720,000	SVG	Waffles, mini, maple, WG	Kellanova 3800092315	Eggo Bites. Provides 2.0 WG				
Cereals									
54	720,000	SVG	Cereal, BP Cheerios, Honey	GM 18447	1 WG credit. 6g added sugar				
55	720,000	SVG	Cereal, BP Chex, Cinnamon	GM 38387	1 WG credit. 6g added sugar				
56	720,000	SVG	Cereal, BP Cinnamon Toast Crunch, Reduced Sugar	GM 29444	1 WG credit. 6g added sugar				
57	720,000	SVG	Cereal, BP Cocoa Puffs, Reduced Sugar	GM 31888	1 WG credit. 6g added sugar				
59	720,000	SVG	Cereal, BP Kix	GM 11942	1 WG credit. 2g added sugar				
60	720,000	SVG	Cereal, BP Trix, RS	GM 31922	1 WG credit. 6g added sugar				
61	720,000	SVG	Cereal, cup, Chex Blueberry, 2 WG	GM 17262000	2 WG credit. 11g added sugar				
62	720,000	SVG	Cereal, cup, Cinnamon Chex, 2 WG	GM 14883-0	2 WG credit. 12g added sugar				
63	720,000	SVG	Cereal, cup, Cinnamon Toast Crunch Less Sugar, 2 WG	GM 14886-1	2 WG credit. 11g added sugar				
64	720,000	SVG	Cereal, cup, Cocoa Puffs Less Sugar, 2 WG	GM 14885-4	2 WG credit. 12g added sugar				
65	720,000	SVG	Cereal, cup, Frosted Shredded Wheat 2 WG	Post 27149	2 WG credit. 11g added sugar				
66	720,000	SVG	Cereal, cup, Honey Cheerios 2 WG	GM 18448	2 WG credit. 12g added sugar				
67	720,000	SVG	Cereal, cup, Trix, 2 WG, 25% less sugar	GM 19567000	2 WG credit. 12g added sugar				
68	720,000	OZ	Cereal, Granola, bulk cinnamon	Post 07485-1	Malt O Meal. 1 WG credit. 6g added sugar.				
69	720,000	SVG	Granola, cinnamon raisin IW	Jeff's Granola	1 WG credit. 4g added sugar				
70	720,000	SVG	Granola, Pro Protein IW	Rockin Ola 8004223	Crunchy Granola clusters with Sunflower Seeds for added Protein – Nut Free. Provides 1 WG and 1 MMA. 8g added sugar				
71	720,000	SVG	Oatmeal, instant cup, apple cinnamon	Pepsico 31973	1 WG credit. 8g added sugar				
72	720,000	SVG	Oatmeal, instant, variety pack pouches	Quaker 31682	Quaker. 20 Maple Brown Sugar, 16 Apple Cinnamon, 12 Cinnamon Spice and 16 Original. Each pack provides 1.0 WG.				
Chicken									
73	720,000	SVG	Chicken, Asian Mandarin Orange Jr., WG	Yang's 5th Taste 15555-5	Smart Snack Entree. Provides 2.0 MMA				

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Item No.	Estimated Quantity	Base Case Unit	Item	Example Items	Description	Brand/Manufacturer/Product#/Pack	Unit Price	Total Price	Buy American Provision met?
74	135,000	LB	Chicken, diced, all white meat, frozen, Low Sodium	Tyson 10241600928	Approx 1/2 inch dice. NO soy or seasonings				
75	720,000	SVG	Chicken, filet WG, WM, premium FC	Rich Chicks 13440	Provides 2.0 MMA and 1.0 WG.				
76	720,000	SVG	Chicken, filet WG, WM, Dill seasoned FC	Rich Chicks 13443	Rich Fil-Yay. Provides 2.0 MMA and 1.0 WG.				
77	720,000	SVG	Chicken, poppers, breaded, FC, WG, dark meat	Rich Chicks 94403	FC WG Breaded Dark Meat Chicken Poppers. No Soy, Egg, or Milk. Ten poppers provides 2.0 MMA and 1 WG.				
78	720,000	SVG	Chicken, sausage patty, FC	Rich Chicks 81401	1 patties @ 1.37 oz. ea. Provides 1.0 MMA				
79	720,000	SVG	Chicken, tender, breaded, WG, FC, WM, Clean label, 1.39 oz.	Rich Chicks 54485	3 ea. (4.17 oz.) provides 2.0 MMA and 1.0 WG.				
80	720,000	SVG	Chicken, wing, FC	Proview 34007	3 wings provides 2.0 MMA				
81	720,000	SVG	Chicken, drumstick, glazed	Tyson 10264350928	Each drumstick provides 2.5 MMA				
82	720,000	SVG	Chicken, nugget, breaded, MWWM, WG, white meat	Tyson 10703620928	5 ea. @.79 oz. provides 2.0 MMA and 1.0 WG.				
83	720,000	SVG	Chicken, patty, breaded, spicy, MWWM, WG, white meat	Tyson 10703120928	Each 3.75 oz. portion provides 2.0 MMA and 1.0 WG.				
Miscellaneous									
84	250	Case	Thick It - Powder		Thick-It MIIJ585 Instant Food and Beverage Thickener, 36 oz. Can (6-Pack), Model:VBPUKPPAZINH2088				
85	720,000	EA	BBQ Cup, RS	Dyma 77002					
86	alternative	EA		Red Gold REDOA1Z	2.9 oz. provides 1/4 cup R/O vegetable				
87	135,000	LB	Guacamole	Simplot 10071179193425					
88	135,000	LB	Honey	Distributor's Choice					
89	720,000	EA	Honey Mustard Cup, RS	Dyma 77007					
90	135,000	LB	Hummus, regular, bulk	Cedar's 00001-02					
91	720,000	EA	Hummus, regular, pc	Cedar's 35020					
92	720,000	EA	Jelly, grape jars	Polaner	Resealable jars.				
93	720,000	EA	Jelly, grape PC	Smuckers S150000764					
94	720,000	EA	Ketchup, PC	Heinz 00130009848000					
95	250	GAL	Mayonnaise, gallons	Ken's 0898					
96	720,000	EA	Mayonnaise, PC	Distributor's Choice					
97	720,000	EA	Mustard, PC	Distributor's Choice					
98	200	GAL	Peppers, banana, sliced	Distributor's Choice					
99	200	CAN	Peppers, jalapenos, sliced	Distributor's Choice					
100	720,000	OZ	Pesto, nut free	Distributor's Choice					

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Item No.	Estimated Quantity	Base Case Unit	Item	Example Items	Description	Brand/Manufacturer/Product#/Pack	Unit Price	Total Price	Buy American Provision met?
101	2,340	GAL	Pickles, dill chip, gallons	Distributor's Choice					
102	2,340	GAL	Pickles, dill chip, 5 gallon	Distributor's Choice					
103	2,340	GAL	Pickles, dill spears	Distributor's Choice					
104	720,000	EA	Ranch Cup, RS	Dyma 77013					
105	720,000	EA	Relish, PC	Distributor's Choice					
106	720,000	EA	Salsa, cup	Red Gold REDSC22C168					
107	2,340	CAN	Salsa, low sodium	Red Gold REDSC99	Nutritionally Enhanced Low Sodium Salsa. 3 oz. equals 1/2 cup R/O				
108	2,340	GAL	Sauce, barbeque	Ken's 1055					
109	alternative	GAL		KC Masterpiece 74609-05418					
110	alternative	GAL		French's 901604470					
111	720,000	EA	Sauce, Boom Boom, PC, cup, 1 oz.	Kens KE1936A1					
112	2,340	GAL	Sauce, buffalo wing sauce	Sweet Baby Ray's					
113	720,000	EA	Sauce, Chick'n Dippin Cup, RS	Dyma 85837					
114	135,000	LB	Sauce, General Tso, Nippon Shokken	Nippon Shokken 00550					
115	2,340	GAL	Sauce, hot	Frank's 410556011					
116	135,000	LB	Sauce, Mango habanero, Nippon Shokken	Nippon Shokken 00546					
117	720,000	EA	Sauce, marinara cup	Red Gold REDNA22C84	Meets 1/2 cup red/orange veg.				
118	135,000	LB	Sauce, orange Nippon Shokken	Nippon Shokken 00294					
119	720,000	EA	Sauce, sweet & sour PC	Kraft 67212					
120	720,000	EA	Sauce, tartar PC	Ken's KE0666A5					
121	135,000	LB	Sauce, teriyaki, Nippon Shokken	Nippon Shokken 00003					
122	720,000	EA	Syrup, pancake PC, cup only	Distributor's Choice					
			Dairy/Protein						
123	135,000	LB	Butter blend	Distributor's Choice	Trans fat free				
124	720,000	EA	Butter spread, PC	Ventura Foods 17339	Smart Balance				
125	135,000	LB	Cheese American, slices	Distributor's Choice					
126	135,000	LB	Cheese, cheddar mild, cubes, RF	Land O'Lakes 44751	1 oz provides 1.0 MMA				
127	135,000	LB	Cheese, cheddar mild, sticks, RF	Land O'Lakes 44882	1 stick (1.0 oz.) provides 1.0 MMA				
128	135,000	LB	Cheese, shredded cheddar	Land O'Lakes 41749					
129	135,000	LB	Cheese Slices, Pepper Jack	Bongard's 114441					
130	alternative	LB		Land O'Lakes 44238					
131	135,000	LB	Cheese Slices, Provolone	Bongard's 114461					
132	135,000	LB	Cheese, Feta crumbled	Distributor's Choice					
133	135,000	LB	Cheese, Parmesan, grated	Distributor's Choice					
134	135,000	LB	Ricotta Cheese, Bulk	Distributor's Choice	Whole Milk 6/3lb				
135	135,000	LB	Cheese, shredded, Mozzarella part skim, low moisture	Land O'Lakes 41698					

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Item No.	Estimated Quantity	Base Case Unit	Item	Example Items	Description	Brand/Manufacturer/Product#/Pack	Unit Price	Total Price	Buy American Provision met?
136	97,920,000	EA	Cheese, string, mozzarella	Land O'Lakes 59701					
137	720,000	EA	Cream Cheese, light,1 oz. cup	Distributor's Choice					
138	720,000	EA	Creamer, shelf stable, liquid	Distributor's Choice					
139	720,000	SVG	Egg Bites, Cheese & bacon	Michael's 14616-78984-00	Abbotsford Farms				
140	720,000	SVG	Egg Bites, Three Cheese	Michael's 14616-78985-00	Abbotsford Farms				
141	720,000	SVG	Egg Patty, round, grilled CAGE FREE, Sunny Fresh	Cargill 41710	Sunny Fresh. Each patty provides 1.0 MMA				
142	720,000	SVG	Eggs, hard cooked, dry pack, CAGE FREE	Michael's 14616-60670-00	Abbotsford Farms. Each egg provides 1.5 MMA.				
143	720,000	EA	Milk, 1% lowfat white, shelf stable, carton	Hershey's 754686000259					
144	alternative			Dairy Pure 08067					
145	720,000	EA		Hershey's 754686001003					
146	alternative			Tru Moo 08004					
147	720,000	SVG	Sauce, cheese, Alfredo, pouch, lite	Tabatchnik 00930	4-6#. Each serving provides 1.0 MMA				
148	720,000	SVG	Sauce, cheese, cheddar pouch	Tabatchnik 99848-1	Each 2.0 oz serving provides 1.0 MMA				
149	720,000	SVG	Sauce, cheese, cup	Land O'Lakes 39911	Ultimate Cheddar Cheese dip. 1 MMA per cup.				
150	720,000	SVG	Sauce, cheese, jalapeno pouch	Tabatchnik 00850	Each 2.05 oz serving provides 1.0 MMA				
151	720,000	SVG	Sauce, Queso Blanco, pouch	JTM 5718	Each 2.0 oz. serving provides 1.0 MMA.				
152	720,000	EA	Smoothie, individual bottles, peach	Barfresh TGPCY50	Each 7.6 oz. bottle provides 1.0 MMA and 1/2 cup fruit.				
153	720,000	EA	Smoothie, individual bottles, strawberry banana	Barfresh TGSBY50	Each 7.6 oz. bottle provides 1.0 MMA and 1/2 cup fruit.				
154	720,000	EA	Sour Cream, PC cups	Distributor's Choice					
155	135,000	LB	Sour Cream, Bulk	Distributor's Choice	6/4.5lb				
156	135,000	LB	Tofu, extra firm	Distributor's Choice					
157	135,000	LB	Yogurt, bulk, lowfat or nonfat vanilla	Upstate Farms 109885	Multi-serve, Non fat vanilla only				
158	135,000			Dannon Pro 1931	Non fat vanilla bags				
159	135,000	LB	Plain Greek Yogurt- bulk	Distributor's Choice	6/32oz				
160	720,000	OZ	Yogurt, Parfait Pro, blueberry, lowfat	GM 16067000	Parfait Pro				
161	720,000	OZ	Yogurt, Parfait Pro, strawberry, lowfat	GM 16631000	Parfait Pro				
162	720,000	OZ	Yogurt, Parfait Pro, vanilla, lowfat RS	GM 20824000	Parfait Pro				
163	720,000	EA	Yogurt, strawberry, lowfat, 4oz.	Dannon 2731	TFF				
164	720,000	EA	Yogurt, vanilla, nonfat, 4oz.	Dannon 2733	TFF				
165	135,000	LB	Yogurt, plain, fat free or non fat, bulk	Upstate Farms	4/5lb				
			Dressings						
166	720,000	EA	Dressing, balsamic lite, PC cup, 1.5 oz.	Ken's KE0636A5					
167	720,000	EA	Dressing, blue cheese, PC, cup, 1.5 oz	Ken's KE0665A5					

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Item No.	Estimated Quantity	Base Case Unit	Item	Example Items	Description	Brand/Manufacturer/Product#/Pack	Unit Price	Total Price	Buy American Provision met?
168	720,000	EA	Dressing, Caesar lite, PC, cup, 1.5 oz.	Ken's KE0827A5					
169	720,000	EA	Dressing, honey mustard, PC, cup, 1.5 oz	Ken's KE0634A5					
170	720,000	EA	Dressing, Italian lite, PC, cup, 1.5 oz.	Ken's KE0801A5					
171	720,000	EA	Dressing, ranch lite, PC, cup, 1.5 oz.	Ken's 0708A5					
172	1,200	Gallon	Ken's Lite Italian 4/1-Gallon	Ken's KE0801	4/1 Gallon				
173	1,200	Gallon	Ken's Honey Lime 4/1-Gallon	Ken's KE0487	4/1 Gallon				
174	1,200	Gallon	Ken's Lite Caesar 4/1- Gallon	Ken's KE0808	4/1 Gallon				
175	1,200	GAL	Dressing, sesame Asian	Ken's 0619					
			Fruit & Veg						
176	720,000	SVG	Applesauce, unsweetened, cups, shelf stable	National Food Group A3500	ZeeZee's. Each 4.5 oz. cup provides 1/2 cup fruit				
177	720,000	SVG	Applesauce, unsweetened, cups, shelf stable, cinnamon	National Food Group A1410	ZeeZee's. Each 4.5 oz. cup provides 1/2 cup fruit				
178	720,000	SVG	Applesauce, unsweetened, cups, shelf stable, strawberry	National Food Group A1490	ZeeZee's. Each 4.5 oz. cup provides 1/2 cup fruit				
179	135,000	LB	Beans, green cuts, frozen	Distributor's Choice	USDA grade B				
180	1,250	POUCH	Beans, refried	Basic American 10302	Pouches				
181	135,000	LB	Broccoli, floret, frozen	Distributor's Choice	USDA grade B				
182	135,000	LB	Carrots, crinkle cut, frozen	Distributor's Choice	USDA grade B				
183	135,000	LB	Corn, whole kernel, frozen	Distributor's Choice	USDA grade B				
184	135,000	LB	Edamame, Shelled, frozen	Simplot 10071179522768	No substitute				
185	720,000	SVG	Fruit, dried, Mixzees	National Food Group A602935	ZeeZee's. Each 1.33 oz. box provides 1/2 cup fruit				
186	135,000	SVG	Fruit, mixed, 4 oz cup	Dole 03065	Provides 1/2 cup fruit. Packed in 100% juice.				
187	135,000	LB	Mango cubes, IQF	Dole 10550					
188	1,250	CAN	Olives, black, pitted, sliced, canned, imported	Distributor's Choice	Imported acceptable				
189	135,000	LB	Olives, Kalamata, pitted large	Distributor's Choice	Imported acceptable				
190	1,250	Gallon	Green Olives, pitted	Distributor's Choice	4/1 Gallon				
191	1,250	#10 Can	Pigeon Peas (Gandules) 6/10 can	Distributor's Choice	6/#10 Can				
192	1,250	CAN	Oranges, mandarin, whole segments only, light syrup, canned	Distributor's Choice					
193	720,000	SVG	Peaches, diced, 4 oz cup	Dole 03073	Provides 1/2 cup fruit. Packed in 100% juice.				
194	720,000			Del Monte Foods 2005442	Provides 1/2 cup fruit. Packed in 100% juice.				
195	135,000	LB	Peaches, sliced IQF	Dole 26111					
196	720,000	SVG	Pears, diced, 4 oz cup	Dole 03019	Provides 1/2 cup fruit. Packed in 100% juice.				
197	720,000			Del Monte Foods 2005443	Provides 1/2 cup fruit. Packed in 100% juice.				
198	135,000	LB	Peas, frozen	Distributor's Choice	USDA grade B				

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Item No.	Estimated Quantity	Base Case Unit	Item	Example Items	Description	Brand/Manufacturer/Product#/Pack	Unit Price	Total Price	Buy American Provision met?
199	2,500	CAN	Pineapple, chunks, unsweetened, canned	Distributor's Choice	USDA grade B				
200	135,000	LB	Pineapple, cube IQF	Dole 28137					
201	135,000	LB	Strawberries, IQF	Dole 17930					
202	2,500	CAN	Tomatoes, diced	Distributor's Choice	USDA grade B				
203	135,000	LB	Vegetable, mixed, frozen	Distributor's Choice	Carrots, green beans, corn, peas				
204	135,000	LB	Mixed Vegetables, Oriental Blend	Distributor's Choice	12/2lb				
205	135,000	LB	Yuca Fries, Bakeable	Distributor's Choice					
206	135,000	LB	Sweet Plantains, Bakeable	Distributor's Choice					
207	2,500	#10 Can	Kidney Beans 6/#10 can or pouches	Distributor's Choice	Low Sodium				
208	720,000	SVG	Bagel, GF	Udis 80660	Provides .5 WG				
209	720,000	SLICE	Bread, sandwich, WG, GF	Udis 80902					
210	720,000	SVG	Roll, hamburger, GF, IW	Udis 80644	Provides .5 WG				
211		SVG		Rotella 30003					
212	720,000	SVG	Roll, hot dog, GF, IW	Udis 80620	Provides .25 WG				
213	720,000	SVG	Chicken, tenderloin, GF	Brakebush 5810	Smart Shapes Gluten free FC chicken breast strips. 4 ea. @ 1.1 oz. provides 2.0 MMA. 36 svgs				
214	135,000	LB	Chicken, tenderloin, GF, parfried, RTC HALAL	Wayne Farms 22315	Ready-To-Cook frozen no-antibiotics-ever and vegetarian fed par fried Halal, gluten free breaded chicken tenderloins.				
215	720,000	SVG	Muffin, blueberry, GF, IW	Udis 80645	Provides .5 WG				
216	720,000	SVG	Muffin, double chocolate, GF, IW	Udis 80646	Provides .5 WG				
217	2,500	BOX	Pancake, GF, retail pack	Van's 60604	3 2 ct servings per box.				
218	135,000	OZ	Penne, GF	Barilla 1000011509					
219	720,000	SVG	Pizza, Gluten free, 5"	Still Riding Foods srfgf-5	Each 5" square provides 1.0 MMA and .5 R/O vegetable				
220	720,000	EA	Pizza crust, GF, 10 inch, IW	Udis 80643	Provides .25 WG.				
221	alternative	EA		Rich's 20970					
222	720,000	SVG	Pizza stuffer, pepperoni, GF	S&F Foods 1500M	Each 4.5 oz. stuffer provides 2.0 MMA, 2.0 WG and 1/4 cup R/O vegetable				
223	720,000	SVG	Roll, dinner, GF, IW	Udis 80706					
224	720,000	SVG	Roll, hoagie, GF, IW	Udis 80702					
225	135,000	BOX	Waffle, GF, retail pack	Van's 30350	3 2 ct servings per box.				
226	50,000	Svg	Oat Milk, 8oz Carton	Distributor's Choice	39 svg- 8oz				
227	50,000	Svg	Soy Milk, 8oz Carton	Distributor's Choice	39 svg- 8oz				

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Item No.	Estimated Quantity	Base Case Unit	Item	Example Items	Description	Brand/Manufacturer/Product#/Pack	Unit Price	Total Price	Buy American Provision met?
228	50,000	SVG	Lactose Free Milk Carton 8oz	Distributor's Choice	27 ea/ 8oz				
229	2,500	EA	Coffee, pouch	New England Coffee 004600					
230	2,500	EA	Coffee, pouch, decaf	New England Coffee 009300					
231	720,000	EA	Juice, box, apple, shelf stable	SunCup 400305	Straw attached. 100% juice.				
232	720,000	EA	Juice, box, fruit punch, shelf stable	SunCup 400805	Straw attached. 100% juice.				
233	720,000	EA	Juice, box, grape, shelf stable	SunCup 400505	Straw attached. 100% juice.				
234	720,000	EA	Juice, box, orange shelf stable		Straw attached. 100% juice.				
235	720,000	EA	Juice. Switch, Fruit Punch	Switch 00315	Sparkling. 100% juice provides 1 cup fruit per can.				
236	720,000	EA	Juice. Switch, Kiwi Berry	Switch 00317	Sparkling. 100% juice provides 1 cup fruit per can.				
237	720,000	EA	Juice. Switch, Orange Tangerine	Switch 00314	Sparkling. 100% juice provides 1 cup fruit per can.				
238	720,000	EA	Juice. Switch, Watermelon Strawberry	Switch 003167	Sparkling. 100% juice provides 1 cup fruit per can.				
239	720,000	EA	Juice, Izze Sparkling Apple	Pepsico 01057	60% Juice (100% juice diluted to 60% juice with carbonated water and no added sweeteners).				
240	720,000	EA	Juice, Izze Sparkling Cherry Lime	Pepsico 01084	60% Juice (100% juice diluted to 60% juice with carbonated water and no added sweeteners).				
241	720,000	EA	Juice, Izze Sparkling Clementine	Pepsico 01505	60% Juice (100% juice diluted to 60% juice with carbonated water and no added sweeteners).				
242	720,000	EA	Juice, Izze Sparkling Blackberry	Pepsico 01502	60% Juice (100% juice diluted to 60% juice with carbonated water and no added sweeteners).				
243	720,000	EA	Juice, Veggie, Berry Citrus Squeeze	Cool Tropics 19001	Allergen Free. Provides 1/2 cup other vegetable.				
244	720,000	EA	Juice, Veggie, Triple Berry Blast	Cool Tropics 19002	Allergen Free. Provides 1/2 cup other vegetable.				
245	720,000	EA	Slush, Veggie, Tropical Trio	Cool Tropics 16001	Allergen Free. Provides 1/2 cup other vegetable.				
246	720,000	EA	Slush, Veggie, Razz-a-Dazzle	Cool Tropics 16003	Allergen Free. Provides 1/2 cup other vegetable.				
247	1,000	EA	Tea, bags	Distributor's Choice					
248	5,000	EA	Water, bottled, 8 oz.	Distributor's Choice					
249	5,000	EA	Water, cups, 4.0 oz	Glacier Valley 41351					
250	alternative	EA		Sun Cup 93000					
251	500,000	EA	Water, drinking, 16.9 oz.	Distributor's Choice	Economically priced option.				

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Item No.	Estimated Quantity	Base Case Unit	Item	Example Items	Description	Brand/Manufacturer/Product#/Pack	Unit Price	Total Price	Buy American Provision met?
252	135,000	LB	Bacon, FC, layout	Distributor's Choice	Fully cooked sliced bacon.				
253	720,000	SVG	Bacon, round, FC	Cudahy 12033					
254	alternative			Smithfield 15984					
255	alternative			Farmland 120335					
256	alternative			Hormel 25779					
257	135,000	LB	Chicken, breast, Buffalo style	Old Neighborhood 701					
258	135,000	LB	Chicken, breast, Honey Mesquite	Old Neighborhood 702	Sweet honey mesquite flavor. Fully cooked.				
259	135,000	LB	Fish, pollack bites, WG, FC	Highliner Foods 26264	8 ea. @ .50 oz. provides 2.0 MMA and 1.50 WG				
260	135,000	LB	Fish, pollack rectangle, WG, OR breaded	Highliner Foods 1089271	46 3.6 oz. Each portion provides 2.0 MMA and 1.0 WG.				
261	135,000	LB	Fish, pollock stick, potato coating, FC	Highliner Foods 06591	4 ea. @ 1.0 oz. provides 2.0 MMA and .75 WG				
262	135,000	LB	Frankfurter, low sodium, beef, 8:1-- Kayem preferred		CN labeled. Provides 2 MMA ea.				
263	135,000	LB	Ham, 4x6 boneless.	Hormel 23941	Ham and water. Lower sodium. 2.0 oz. equals 1.50 MMA				
264	alternative	LB		Hormel 13507	Ham and water. 95% fat free.				
265	135,000	LB	Italian combo, turkey, sliced	Jennie-O 209612	6 .51 oz. slices ham = 2 MMA, 6 .5 oz. slices salami = 2 MMA, 5.82 0.5 oz. slices pepperoni = 2 MMA				
266	135,000	LB	Pepperoni, sliced	Margarita 5220106					
267	alternative	LB		Tyson 103112	Pizzano® Pepperoni, Irregular Sliced				
268	alternative	LB		Hormel 26777	Bold, 14 slices per ounce				
269	135,000	LB	Roast Beef, rare, Thin 'n Trim	Old Neighborhood 579	97% fat free. 2.0 oz. provides 1.25 MMA				
270	135,000	LB	Salami, genoa	Hormel 40634	Magnifico				
271	alternative	LB		Hormel 37600					
272	135,000	LB	Sausage, link, sweet Italian	Kavem 212					
273	135,000	LB	Sausage, patty, precooked, 1.0 oz.	Hormel 18362	Fast 'n Easy. 160 1.0 oz. 2 ea provides 1.0 MMA				
274	alternative			Tyson 25447	Jimmy Dean. 160 1.0 oz. 2 ea provides 1.0 MMA				
275	135,000	OZ	Tuna, chunk light low sodium, water packed, pouches	Starkist 514540					
276	135,000	LB	Turkey, breast, browned	Jennie-O 8469-02	All natural, whole muscle turkey. 97 2.7 oz. servings per unit.				

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Item No.	Estimated Quantity	Base Case Unit	Item	Example Items	Description	Brand/Manufacturer/Product#/Pack	Unit Price	Total Price	Buy American Provision met?
277	720,000	SVG	Calzone, Enchilada Empanada, WG, bulk	Albie's 860	Each 5.0 oz. serving provides 2.25 MMA and 2.0 WG				
278	720,000	SVG	Dumpling, Chicken and vegetable, WG	Schwan's 60585	Chef One. Whole wheat flour dumpling wrapper filled with a traditional filling of chicken, cabbage, and green onion. 6 ea. Provides 2 MMA and 2 WG.				
279	720,000	SVG	Lunch kit, Cheese & turkey pepperoni, Anytimers	Tasty Brands 10292	Each tray provides 2.0 MMA and 2.0 WG				
280	720,000	SVG	Lunch kit, Turkey & cheese, Anytimers	Tasty Brands 10202	Each tray provides 2.0 MMA and 2.0 WG				
281	720,000	SVG	Sandwich, Grilled cheese, WG, IW	BakeCrafter 6659	Each 4.15 oz. sandwich provides 2.0 MMA and 2.0 WG.				
282	alternative			Integrated 134000	Each 4.19 oz. sandwich provides 2.0 MMA and 2.0 WG.				
283	720,000	SVG	Sandwich, Sunbutter grape, crustless, IW, 1 MMA	Sunwise (JSB) 12228	Provides 1.0 MMA and 1.5 WG				
284	720,000	SVG	Sandwich, Sunbutter grape, crustless, IW, 2 MMA	Sunwise (JSB) 15228	Provides 2.0 MMA and 2.0 WG				
			Dry Goods						
285	135,000	LB	Bread crumbs, bulk	Distributor's Choice					
286	2,500	CAN	Cranberry sauce	Distributor's Choice					
287	135,000	LB	Croutons, bulk, WG	Distributor's Choice	Whole Grain only.				
288	720,000	EA	Croutons, PC, WG	Distributor's Choice	Whole Grain only.				
289	2,500	OZ	Food release spray, allegen free	Distributor's Choice					
290	2,500	OZ	Gravy mix, brown, RS	Major 81501					
291	alternative			Conestoga 99486					
292	2,500	OZ	Gravy mix, poultry, RS	Major 81901					
293	alternative			Conestoga 99488					
294	2,500	OZ	Gravy mix, turkey, RS	Major 83241					
295	alternative			Conestoga 212644					
296	alternative			Dyma 57242 (Chef's Companion)					
297	2,500	OZ	Juice, lemon	Distributor's Choice					
298	2,500	GAL	Juice, lime	Distributor's Choice					
299	2,500	GAL	Oil, canola	Distributor's Choice					
300	2,500	LTR	Oil, olive	Distributor's Choice					
301	2,500	GAL	Oil, vegetable	Distributor's Choice					
302	2,500	CAN	Sauce, marinara	Furmano's Conte 10335					
303	2,500	CAN	Sauce, pizza	Don Pepino 1005	All Natural, prepared from vine ripened tomatoes				

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304	720,000	OZ	Sauce, Siracha hot chili	Huy Fong					
305	720,000	Ea	Sauce, hot PC	Distributor's Choice	200/7gm				
306	720,000	GAL	Sauce, soy	Distributor's Choice					
307	720,000	EA	Sauce, Soy PC	Distributor's Choice	500/9gm				
308	2,500	CAN	Sauce, spaghetti, Trarottia a la Rustica	Stanislaus 00071933101741					
309	2,500	CAN	Sauce, tomato	Furmano F12265					
310	2,500	GAL	Sauce, Worcestershire	Distributor's Choice					
311	2,500	OZ	Seasoning, Asian stir fry	Foothill S140-G1190	Fat free, no added MSG, TFF				
312	2,500	OZ	Seasoning, cilantro lime	Foothill S162-F6190	Fat free, no added MSG, TFF				
313	150	LB	Seasoning, taco, RS	Foothill V413-05190					
314	150	LB	Soup base, beef LS	Major 90416	Low sodium, no MSG				
315	alternative			Major 90410	Low sodium, no MSG				
316	150	LB	Soup base, chicken, LS	Major 90366	Low sodium, no MSG				
317	alternative			Major 90360	Low sodium, no MSG				
318	150	LB	Soup base, vegetable, LS	Major 90546	Low sodium, no MSG				
319	150	CAN	Soup, tomato, Healthy Request	Campbell's 04145	1 cup provides 5/8 cup R/O veg.				
320	150	EA	Splenda, pc	Splenda 19098-20004					
321	150	EA	Spread, creamy chickpea, chocolate, 1.25 oz. cups.	The Amazing Chickpea F9030	Each 1.25 oz. cup provides 1.0 MMA.				
322	150	EA	Stevia, pc	Distributor's Choice					
323	150	OZ	Stuffing mix, traditional white bread	Ben's Original (Mars) 424845	Ben's original not WG				
324	150	LB	Sugar, brown	Distributor's Choice					
325	150	EA	Sugar, white PC	Distributor's Choice					
326	150	LB	Sugar, white granulated bulk	Distributor's Choice					
327	135,000	LB	Sunflower butter	Sunbutter 19212	2 Tbsp. provides 1.0 MMA				
328	alternative			88 Acres 321020	2 Tbsp. provides 1.0 MMA				
329	720,000	EA	Taco shell, WG Hard Shell	Distributor's Choice	200ct				
330	150	CAN	Tomato paste	Distributor's Choice					
331	150	GAL	Vinegar, apple cider	Distributor's Choice					
332	150	LTR	Vinegar, balsamic	Distributor's Choice					
333	150	GAL	Vinegar, red wine	Distributor's Choice					
334	150	GAL	Vinegar, white	Distributor's Choice					
335	150	LB	Tahini	Distributor's Choice	10/2 LB				
336	150	GAL	Dijon Mustard	Distributor's Choice	4/1 Gal				
Grains									
337	135,000	LB	Macaroni, elbow, white WG	Dakota Growers 92109	Whole Lot Better™				
338	135,000	LB	Macaroni, elbow, white	Distributor's Choice					
339	720,000	SVG	Noodles, chow mein, WG	Yang's 5th Taste 00301-6	1 cup noodles provides 2.0 WG. 80 servings per case.				

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340	720,000	SVG	Noodles, Ramen WG	Palmetto Foods Woodles	1/3 cakes provides 1.0 WG, full cake is 3 WG				
341	720,000	SVG	Pasta Roll, Double Stuffed, WG	Tasty Brands 00825WG	Each serving (one 4 30 oz unit) of Whole Grain Double Stuffed Pasta Rolls provides 2.00 oz equivalent meat alternate and 1 25 oz eq grains.				
342	135,000	LB	Penne rigate, white WG	Dakota Growers 92010	Whole Lot Better™				
343	135,000	LB	Penne rigate, white	Distributor's Choice					
344	135,000	LB	Quinoa, white	Schreiber 34415	Ambrosia				
345	135,000	LB	Rice, white, parboiled	Distributor's Choice					
346	135,000	LB	Rice, brown, parboiled	Distributor's Choice	1/25LB				
347	135,000	LB	Rotini, white WG	Dakota Growers 92021	Whole Lot Better™				
348	135,000	LB	Rotini, white	Distributor's Choice					
349	135,000	LB	Spaghetti, white WG	Dakota Growers 91322	Whole Lot Better™				
350	135,000	LB	Spaghetti, white	Distributor's Choice					
351	135,000	LB	White Tortellini, Cheese	Distributor's Choice	Pre-cooked 1/10lb				
352	135,000	LB	Fine Bulgur Wheat WG	Distributor's Choice	1/50LB				
353	135,000	LB	WG Pearl Couscous	Distributor's Choice	1/22lb				
354	135,000	LB	Vegetable Fried Rice (Minh)	Minh 69074	Whole grain vegetable fried rice				
Pizza									
355	720,000	SVG	Breadstick, mozzarella filled, twisted, topped	Tasty Brands 62001	Provides 1.0 MMA and 1.0 WG				
356	720,000	SVG	Calzone, mini cheese, WG	S&F Foods 9074BC	3 ea. Provides 2 MMA, 2 WG and 1/8 cup R/O veg.				
357	720,000	SVG	Calzone, mini pepperoni, WG	S&F Foods 9073BC	3 ea. Provides 2 MMA, 2 WG and 1/8 cup R/O veg.				
358	720,000	SVG	Pizza, 11" x 17" Square Wheat Cheese Pizza Garlic 8 cut	Sal's 1355-NC	64 svgs. per case. Provides 2.0 MMA and 2.5 WG per slice				
359	720,000	SVG	Pizza, Cheese Crunchers, WG	Rich's 65225	4 ea. (5.48 oz.) provides 2.25 MMA and 2.0 WG				
360	720,000	EA	Pizza, cheese, Big Daddy Bold, rolled edge, WG	Schwan's 78985	Provides 2.0 MMA, 3.0 WG and 1/8 cup RO per slice				
361	720,000	SVG	Pizza, Wild Mike's, cheesy bottom, 10 cut, precut, 4 cheese, WG	SA Piazza 20211	Provides 2.0 MMA, 2.0 WG and 1/8 cup RO per slice.				
362	720,000	SVG	Pizza, Wild Mike's, cheesy bottom, 8 cut, precut, 4 cheese, WG	SA Piazza 20311	Provides 2.0 MMA, 2.0 WG and 1/8 cup RO per slice.				
363	720,000	SVG	Stromboli, bulk, WG, meat lovers	S&F Foods 5192BC	Provides 2.0 MMA, 2.0 WG per portion.				
364	720,000	SVG	Gills Pizza K-12 WG Cheese 100% Mozzarella		No pricing available - WG K-12 Variety				

BID #: CR-8375-J5 - WPS Grocery Products - Pricing Sheets									
Grocery Products - Aggregate Bid Award (Bidder Must Bid All Items). Aggregate weekly deliveries to sites listed with the option of additional sites upon notice. Annual volumes are estimates not guaranteed as they are contingent upon: menu, funding, student acceptance, and ability to comply with USDA School Meal standards. Brand/Product#/Pack bid must be stated. Samples may be requested prior to award to confirm "or equal" if applicable. Where an "alternative" product option is specifically listed below, bidder shall include a price for this alternative product to be used if main product is unavailable. These alternative products offers shall NOT be included in the total bid / award price. They are only to be used as substitutes in case of shortage.							Bidders shall price items below and also include these pricing sheets on a USB drive with bid submission.		
Item No.	Estimated Quantity	Base Case Unit	Item	Example Items	Description	Brand/Manufacturer/Product#/Pack	Unit Price	Total Price	Buy American Provision met?
			Plant Based						
365	135,000	LB	Buffalo wings, plant based	Morningstar 28989-10407	5 wings provide 2.0 MMA				
366	135,000	LB	Burger, Veggie, California, vegan, GF	Dr. Praeger's VBIN4	Each 4.0 oz patty provides .25 MMA and 3/8 cup other veggies				
367	135,000	LB	Ckik'n nugget, vegan	Morningstar 28989-97762	4 nuggets provide 2.0 MMA				
368	135,000	LB	Chik'n tender, Incogmeato	Morningstar 2898910359					
369	135,000	LB	Meatballs, plant based	Con Agra (Gardein) 74267 00071	3 meatballs (3.17 oz) provides 2.25 MMA				
370	720,000	SVG	Meatless crumble, Italian flavor	Deeply Rooted PB00501/111498	Each .588 oz (.5 cup wet) serving provides 2.0 MMA				
371	720,000	SVG	Meatless crumble, Mexican flavor	Deeply Rooted PB00506/111499	Each .574 oz (.5 cup wet) serving provides 2.0 MMA				
372	720,000	SVG	Plant-based protein, beef flavor	PAOW 733430	Each 2 oz serving provides 2.0 MMA				
373	720,000	SVG	Plant-based protein, chef style	PAOW 733422	Each 2 oz serving provides 2.0 MMA				
374	720,000	SVG	Falafel, Nuggets	American Bean	4 pieces = 2 MMA or 1/2 C Veg				
			Fries						
375	135,000	LB	French fries, 1/2 - 3/8", KK, bakeable	McCain OIF00055A	One 1.98 oz. serving provides .5 cup starchy vegetable.				
376	135,000	LB	Seasoned Fries, Bakeable MCCain	McCain 1000004108	One 2.06 oz. serving provides .5 cup starchy vegetable.				
377	135,000	LB	Potato Smiles	McCain OIF03456	Reduced Sodium; One 2.41 oz. serving provides .5 cup RO vegetable.				
378	135,000	LB	French fries, sweet potato, 5/16, straight cut	McCain 1000004309	One 3.09 oz. serving provides .5 cup starchy vegetable.				
379	135,000	OZ	Potato, instant	Idahoan 29700 00313	One .681 oz. serving provides .5 cup starchy vegetable.				
380	135,000	SVG	Potatoes, hash brown triangle	Simplot 10071179280224	One 4.50 oz. serving provides 1/2 cup starchy vegetable.				
381	720,000	LB	Potatoes, tater tots, bakeable	McCain OIF00215A	One 2.52 oz. serving provides .5 cup starchy vegetable.				
			Snacks						
382	720,000	EA	Cheetos, Fantastix, Flamin' Hot	Frito Lay 43578	Cheetos® Fantastix® Flamin' Hot Snacks provides 1.25 WG				
383	720,000	EA	Cheetos, Baked, Crunchy Cheese	Frito Lay 62933	Provides 1.25 WG.				
384	720,000	EA	Chips, Lay's classic	Frito Lay 19846	Smart Snack Approved				
385	720,000	EA	Chips, RF, kettle cooked, smoky BBQ, LSS	Frito Lay 09598	Smart Snack Approved				
386	720,000	EA	Chips, RF, kettle cooked, jalapeno cheddar, LSS	Frito Lay 25111	Smart Snack Approved				
387	720,000	EA	Chips, RF, kettle cooked, original, LSS	Frito Lay 25115	Smart Snack Approved				

BID #: CR-8375-J5 - WPS Grocery Products - Pricing Sheets									
Grocery Products - Aggregate Bid Award (Bidder Must Bid All Items). Aggregate weekly deliveries to sites listed with the option of additional sites upon notice. Annual volumes are estimates not guaranteed as they are contingent upon: menu, funding, student acceptance, and ability to comply with USDA School Meal standards. Brand/Product#/Pack bid must be stated. Samples may be requested prior to award to confirm "or equal" if applicable. Where an "alternative" product option is specifically listed below, bidder shall include a price for this alternative product to be used if main product is unavailable. These alternative products offers shall NOT be included in the total bid / award price. They are only to be used as substitutes in case of shortage.							Bidders shall price items below and also include these pricing sheets on a USB drive with bid submission.		
Item No.	Estimated Quantity	Base Case Unit	Item	Example Items	Description	Brand/Manufacturer/Product#/Pack	Unit Price	Total Price	Buy American Provision met?
388	720,000	EA	Chips, RF, kettle cooked, sea salt & vinegar, LSS	Frito Lay 25113	Smart Snack Approved				
389	720,000	EA	Chips, SS, baked, Ruffles, cheddar & sour cream	Frito Lay 56882	Smart Snack Approved				
390	720,000	EA	Chips, Sunchips, harvest cheddar, WG	Frito Lay 11152	Provides 1.25 WG.				
391	720,000	OZ	Chips, tortilla, round, whole grain, bulk	Frito Lay 62339	Whole grain rich Crispy Rounds. 10 chips = 1 WG				
392	720,000	EA	Chips, tortilla, round, whole grain, Individual	Frito Lay 30103	Provides 2.0 WG				
393	720,000	EA	Doritos, Cool Ranch, RF	Frito Lay 36096	Provides 1.5 WG				
394	720,000	EA	Doritos, Nacho, RF	Frito Lay 31748	Provides 1.5 WG				
395	720,000	EA	Funyuns, baked not fried	Frito Lay 66689	Provides 1.0 WG				
396	720,000	EA	Popcorn, Smartfood, RF	Frito Lay 30900	Provides 0.25 WG				
397	720,000	EA	Pretzels, Heartzels, WG	Frito Lay 15940	Provides 1.0 WG				
398	720,000	EA	Snack mix, Munch Mix, WG	Frito Lay 36308	Provides 1.0 WG.				
399	720,000	EA	Walking Taco, Nacho cheese	Frito Lay 20158	Provides 2.0 WG.				
400	720,000	Ea	Walking Taco, Frito	Frito Lay	Provides 2 WG				
401	720,000	EA	Walking Taco, Tostitos	Frito Lay	Provides 2 WG				
402	720,000	EA	Bar, Sea salt & oat, dark chocolate	88 Acres 313001	Provides 1.0 WG				
403	720,000	EA	Cereal bar, 2 WG, Cinnamon Toast Crunch	GM 16854	Provides 2 WG				
404	720,000	EA	Cereal bar, 2 WG, Lucky Charms	GM 16853	Provides 2 WG				
405	720,000	EA	Cheez It, Baked, WG, Original	Sunshine 24100-79263	Provides 1 WG				
406	720,000	EA	Chex, Simply Chex, cheddar, WG	GM 31932000	Provides 1 WG				
407	720,000	EA	Chex, Simply Chex, chocolate & caramel, WG	GM 31933000	Provides 1 WG				
408	720,000	EA	Cookies, Fortune	Distributor's Choice					
409	720,000	EA	Cookies, Mini Chocolate Chippers	Linden 76809-30090	Provides 1.0 WG.				
410	720,000	EA	Crackers, animal, WG, IW	Ferrera (Keebler) 98375	Provides 1.0 WG.				
411	alternative		Crackers, Graham	Kellanova 3010040213	Tiger Bites - provides 1.0 WG				
412	720,000	EA	Crackers, cinnamon, Bug Bites	Kellanova 55644	Provides 1.0 WG.				
413	720,000	EA	Crackers, saltines 2 pk	Distributor's Choice	Not WG				
414	720,000	EA	Pita Chips	Stacy's	Smart Snack Approved 1 WG				
415	720,000	EA	Craisins, cherry	Ocean Sprav 23444	1 pouch provides 1/2 cup fruit.				
416	720,000	EA	Craisins, strawberry	Ocean Sprav 23445	1 pouch provides 1/2 cup fruit.				
417	720,000	OZ	Cranberries, dried, bulk	Ocean Sprav 21992					
418	720,000	EA	Graham sticks, Scooby-Doo	Kellanova 50689	Provides 1.0 WG				
419	720,000	EA	Nutrigrain bar, apple cinnamon, WG	Kellanova 38000-59779	Provides 1.0 WG				
420	720,000	EA	Nutrigrain bar, blueberry, WG	Kellanova 38000-90819	Provides 1.0 WG				
421	720,000	EA	Nutrigrain bar, strawberry, WG	Kellanova 38000-59772	Provides 1.0 WG				
422	720,000	EA	Parmesan crisps	Hain KB147	Provides 1.0 MMA				

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Item No.	Estimated Quantity	Base Case Unit	Item	Example Items	Description	Brand/Manufacturer/Product#/Pack	Unit Price	Total Price	Buy American Provision met?
423	720,000	EA	Pepperidge Farms Goldfish Crackers - Whole Grain	Campbell's 18105					
424	720,000	EA	Pirate Booty, Aged white Cheddar	Amplify 01566562407 2					
425	720,000	EA	Pretzel, soft, 2.2 oz., WG	J&J 30110	Provides 2.25 WG				
426	720,000	EA	Pretzel, soft, 2.2 oz., WG, IW	J&J 30410	Provides 2.25 WG				
427	720,000	EA	Rice krispie treats, WG	Kellanova 38000-11052	Individually wrapped. Smart Snack Compliant				
428	720,000	EA	Teddy Graham, cinnamon, WG	Mondelez 10019320016704	Nabisco. Provides 1.0 WG				
429	720,000	LB	Tortilla chips, tri-color triangle, WG	Mission 08613	Red, white and blue				
430	720,000	EA	Roasted Chickpeas	ZeeZee's	Provides 1 MMA, assorted flavors				
431	720,000	EA	Sunflower Seeds	ZeeZee's	Provides 1 MMA, assorted flavors				
432	720,000	Ea	Carnival WG Cookie Dough	Otis Spunkmeyer	Provides 0.5 WG				
433	720,000	Ea	Choc Chip WG Cookie Dough	Otis Spunkmeyer	Provides 0.5 WG				
434	720,000	Ea	Sugar Cookie WG Cookie Dough	Otis Spunkmeyer	Provides 0.5 WG				
Spices									
435	150	OZ	Basil leaves	Distributor's Choice					
436	150	OZ	Chili powder	Distributor's Choice					
437	150	OZ	Cinnamon, ground	Distributor's Choice					
438	150	OZ	Cumin, ground	Distributor's Choice					
439	150	OZ	Curry powder	Distributor's Choice					
440	150	OZ	Garlic, granulated	Distributor's Choice					
441	150	OZ	Garlic, powder	Distributor's Choice					
442	150	OZ	Mustard, dry	Distributor's Choice					
443	150	OZ	Nutmeg, ground	Distributor's Choice					
444	150	OZ	Onion powder	Distributor's Choice					
445	150	OZ	Oregano, leaves	Distributor's Choice					
446	150	OZ	Paprika	Distributor's Choice					
447	150	OZ	Parsley, flakes	Distributor's Choice					
448	150	OZ	Pepper, black	Distributor's Choice					
449	150	OZ	Pepper, red crushed	Distributor's Choice					
450	150	OZ	Pepper, white	Distributor's Choice					
451	150	LB	Salt, kosher	Distributor's Choice					
452	150	26 OZ.	Salt, table	Distributor's Choice					
453	150	OZ	Seasoning, Fajita	Distributor's Choice					
454	150	24	Seasoning, Italian	Distributor's Choice					
455	150	OZ	Seasoning, poultry	Distributor's Choice					
456	150	OZ	Thyme, leaves	Distributor's Choice					
457	150	LB	Corriander	Distributor's Choice	12/1 lb				
458	150	LB	Sumac	Distributor's Choice	5lb				

BID #: CR-8375-J5 - WPS Grocery Products - Pricing Sheets									
<p>Grocery Products - Aggregate Bid Award (Bidder Must Bid All Items). Aggregate weekly deliveries to sites listed with the option of additional sites upon notice. Annual volumes are estimates not guaranteed as they are contingent upon: menu, funding, student acceptance, and ability to comply with USDA School Meal standards.</p> <p>Brand/Product#/Pack bid must be stated.</p> <p>Samples may be requested prior to award to confirm “or equal” if applicable. Where an "alternative" product option is specifically listed below, bidder shall include a price for this alternative product to be used if main product is unavailable. These alternative products offers shall NOT be included in the total bid / award price. They are only to be used as substitutes in case of shortage.</p>							<p><i>Bidders shall price items below and also include these pricing sheets on a USB drive with bid submission.</i></p>		
Item No.	Estimated Quantity	Base Case Unit	Item	Example Items	Description	Brand/Manufacturer/Product#/Pack	Unit Price	Total Price	Buy American Provision met?
459	150	LB	Cardamom	Distributor's Choice	1LB				
460	150	LB	Turmeric	Distributor's Choice	12/1lb				
461	150	OZ	Garam Masala	Distributor's Choice	6/16oz				
462	150	LB	Bay Leaf	Distributor's Choice	6/1LB				
463	150	LB	Cloves, ground	Distributor's Choice	12/1LB				
464	150	LB	Ginger, ground	Distributor's Choice	12/1lb				
465	150	LB	Marjoram	Distributor's Choice	4/1lb				
466	150	LB	Za'atar Seasoning	Distributor's Choice	1/4LB				
467	150	LB	Sesame seed	Distributor's Choice	4/5lb				
468	150	LB	Annato	Distributor's Choice	Annato Seed				
469	150	LB	Cocoa Mix	Distributor's Choice	Swiss Miss 12/2LB				

Grand Total:	\$
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CR-8375-J5 - Delivery Locations WPS - Appendix A

Quadrant	Site Name	Address	City	State	Zip
Burncoat	Burncoat Middle School	135 Burncoat St	Worcester	MA	01605
Burncoat	Burncoat Prep	526 Burncoat St	Worcester	MA	01606
Burncoat	Burncoat Sr High	179 Burncoat St	Worcester	MA	01606
Burncoat	Central MA Collaborative	14 New Bond St	Worcester	MA	01606
Burncoat	Clark St	280 Clark St	Worcester	MA	01606
Burncoat	Francis J McGrath Elementary	493 Grove St	Worcester	MA	01605
Burncoat	Lincoln St	549 Lincoln St	Worcester	MA	01605
Burncoat	Norrback	44 Malden St	Worcester	MA	01606
Burncoat	Thorndyke	30 Thorndyke Rd	Worcester	MA	01606
Burncoat	Wawecus Rd	20 Wawecus Rd	Worcester	MA	01605
Burncoat	Worcester Arts Magnet School	315 St Nicholas Ave	Worcester	MA	01606
Burncoat	Worcester Tech	1 Officer Manny Familia Way	Worcester	MA	01605
Doherty	Chandler Elementary	114 Chandler St	Worcester	MA	01609
Doherty	Worcester Dual Language	525 Chandler St	Worcester	MA	01602
Doherty	Doherty HS	299 Highland St	Worcester	MA	01602
Doherty	Elm Park	23 North Ashland St	Worcester	MA	01609
Doherty	Flagg St	115 Flagg St	Worcester	MA	01602
Doherty	Forest Grove	495 Grove St	Worcester	MA	01605
Doherty	Jacob Hiatt Magnet	772 Main St	Worcester	MA	01602
Doherty	May St	265 May St	Worcester	MA	01602
Doherty	Midland St	18 Midland St	Worcester	MA	01602
Doherty	Nelson Pl	35 Nelson Place	Worcester	MA	01605
Doherty	Tatnuck Magnet	1083 Pleasant St	Worcester	MA	01602
Doherty	West Tatnuck	300 Mower St	Worcester	MA	01602
North	Belmont St	170 Belmont St	Worcester	MA	01605
North	City View	80 Prospect St	Worcester	MA	01605
North	Grafton Annex	311 Grafton St Bldg A	Worcester	MA	01604
North	Grafton St	311 Grafton St Bldg B	Worcester	MA	01604
North	Lake View	133 Coburn Ave	Worcester	MA	01604
North	North High	140 Harrington Way	Worcester	MA	01604
North	Rice Square	76 Massasoit Rd	Worcester	MA	01604
North	Roosevelt School	1006 Grafton St	Worcester	MA	01604
North	Union Hill	1 Chapin St	Worcester	MA	01604
North	Worcester East Middle	420 Grafton St	Worcester	MA	01604
South	Canterbury St Magnet	129 Canterbury St	Worcester	MA	01603
South	Claremont/Woodland/ALL Accelerated	15 Claremont St	Worcester	MA	01601
South	Columbus Park Prep	75 Lovell St	Worcester	MA	01603
South	Dr Arthur Sullivan Middle School	140 Apricot St	Worcester	MA	01603
South	Gates Ln	1238 Main St	Worcester	MA	01603
South	Goddard School of Science & Tech	14 Richards St	Worcester	MA	01603
South	Heard St	200 Heard St	Worcester	MA	01603
South	New Citizens Center (New Lowdow)	1407A Main St	Worcester	MA	01603
South	Quinsigamond School	14 Blackstone River Rd	Worcester	MA	01607
South	South High	170 Apricot St	Worcester	MA	01603
South	University Park Campus School	12 Freeland St	Worcester	MA	01603
South	Vernon Hill	211 Providence	Worcester	MA	01607

Date: May 29, 2024

Memo code: SP 23-2024

Subject: Buy American Provisions Related to the Final Rule Titled, *Child Nutrition Programs: Meal Patterns Consistent With the 2020-2025 Dietary Guidelines for Americans*

To: Regional Directors
Child Nutrition Programs
All Regions
State Directors
Child Nutrition Programs
All States

On April 25, 2024, FNS published the final rule, *Child Nutrition Programs: Meal Patterns Consistent With the 2020-2025 Dietary Guidelines for Americans* ([89 FR 31962](#), April 25, 2024). Among other provisions, this rule finalizes regulations that strengthen the School Meal Programs' Buy American provision.

The Buy American provision requires school food authorities to purchase, to the maximum extent practicable, domestic commodities or products. The Buy American provision applies to school food authorities located in the 48 contiguous United States. Although Alaska, Hawaii, and the U.S. territories are exempt from the Buy American provision, school food authorities in Hawaii are required to purchase food products produced in Hawaii in sufficient quantities. Likewise, school food authorities in Puerto Rico are required to purchase food products produced in Puerto Rico in sufficient quantities.

This provision supports the mission of the Child Nutrition Programs, which is to serve children nutritious meals and support American agriculture. Program regulations that govern this provision apply to school food authorities that operate the National School Lunch and/or

School Breakfast Programs and are found at 7 CFR 210.21(d) and 7 CFR 220.16(d), respectively. This memorandum provides information regarding implementation of the Buy American provisions recently codified in the final regulations.

The final rule is effective on July 1, 2024; some provisions have phased-in implementation dates. The following table compares previous requirements with the updated requirements for each provision.

Buy American Provisions

Provision	Previous Requirement	Updated Requirement	Regulations Impacted	Implementation Date
Limited Exceptions to the Buy American Requirement	Through policy guidance, USDA detailed two limited exceptions for price and availability that school food authorities could use to purchase non-domestic items under the requirement that school food authorities purchase domestic products to the maximum extent practicable.	<p>USDA codified in regulations the two limited exceptions when non-domestic foods may be purchased by school food authorities. USDA also added to the first exception the option to use the 48 CFR 25.104 Nonavailable articles list, as a list of excepted items.</p> <p>The final rule codifies the two limited exceptions as follows:</p> <ol style="list-style-type: none"> 1. The product is listed on the Federal Acquisitions Regulations Nonavailable articles list found at 48 CFR 25.104 and/or is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality; or 2. Competitive bids reveal the costs of a U.S. product are significantly higher than the non-domestic product. 	<p>7 CFR 210.21(d)(5)</p> <p>7 CFR 220.16(d)(5)</p>	July 1, 2024

Provision	Previous Requirement	Updated Requirement	Regulations Impacted	Implementation Date
Cap on Non-Domestic Food Purchases	USDA had not previously defined a dollar amount or threshold limiting commercial non-domestic food purchases.	<p>USDA established in regulations a new threshold for school food authorities that use exceptions. The limit on the percent of total commercial food costs from non-domestic foods will be phased in over 7 school years.</p> <ul style="list-style-type: none"> Beginning in SY 2025-2026, the non-domestic food purchases cap will be 10 percent. Beginning in SY 2028-2029, the non-domestic food purchases cap will be 8 percent. Beginning in SY 2031-2032, the non-domestic food purchases cap will be 5 percent. <p>This phased-in approach will allow schools to gradually adjust to the new requirement and will allow USDA to continue to collect data on use of the Buy American exceptions. Items listed on the Federal Acquisitions Regulations Nonavailable articles list must be counted toward the cap on non-domestic purchases when it goes into effect.</p>	<p>7 CFR 210.21(d)(5)</p> <p>7 CFR 220.16(d)(5)</p>	July 1, 2025

Provision	Previous Requirement	Updated Requirement	Regulations Impacted	Implementation Date
Exception Documentation and Reporting Requirements	Through policy guidance, USDA instructed school food authorities to maintain documentation justifying the use of exceptions.	USDA codified in regulations the requirement for school food authorities to maintain documentation to demonstrate the use of exceptions. Items found on the Federal Acquisitions Regulations Nonavailable articles list are exempt from the documentation requirement, but these items must be counted toward the cap on non-domestic purchases when that goes into effect.	7 CFR 210.21(d)(5)(iii) 7 CFR 220.16(d)(5)(iii)	July 1, 2024
Procurement Procedures	Through policy guidance, USDA instructed school food authorities to include Buy American provisions in documented procurement procedures, solicitations, or contracts.	USDA codified in Program regulations the requirement for school food authorities to include the Buy American provisions in all procurement procedures, solicitations, and contracts. Inclusion of this language in procurement materials is already widely implemented by school food authorities and is codified through this rulemaking.	7 CFR 210.21(d)(3) 7 CFR 220.16(d)(3)	July 1, 2024

Provision	Previous Requirement	Updated Requirement	Regulations Impacted	Implementation Date
Definition of “Substantially”	Through policy guidance, USDA defined the term “substantially”.	USDA codified the definition of substantially that was previously provided in guidance. The definition is as follows: “Substantially using agriculture commodities that are produced in the United States” means over 51 percent of a food product must consist of agricultural commodities that were grown domestically.	7 CFR 210.21(d)(1)(ii) 7 CFR 220.16(d)(1)(ii)	July 1, 2024
Clarification of Requirements for Harvested, Farmed, and Wild Caught Fish	The statute and USDA guidance outlined the applicability of Buy American requirements to fish or fish products, but Program regulations did not previously include any specific requirements or information on the Buy American provision’s applicability to fish.	USDA codified in Program regulations, with no changes from current statutory requirements or policy guidance, language that addresses how Buy American requirements apply to fish and fish products. <ul style="list-style-type: none"> Farmed fish must be harvested within the United States or any territory or possession of the United States. Wild caught fish must be harvested within the Exclusive Economic Zone of the United States or by a United States flagged vessel. 	7 CFR 210.21(d)(6) 7 CFR 220.16(d)(6)	July 1, 2024

Monitoring of Buy American Provisions

The [Child Nutrition Program Integrity](#) rule recently added the review of Buy American requirements to regulations that govern State agency reviews of school food authorities. As there may be school food authorities that have challenges in meeting the non-domestic food purchases cap, State agencies will review this requirement through the Administrative Review process.

The *Child Nutrition Programs: Meal Patterns Consistent With the 2020-2025 Dietary Guidelines for Americans* final rule provides States with discretion to allow an accommodation for temporary relief from this requirement while the school food authority works to increase their domestic food purchases (see 7 CFR 210.21(d)(8)). USDA will closely monitor implementation of the cap and provide guidance as needed to State agencies that may need to use this accommodation.

Technical Assistance

USDA will continue to provide guidance and technical assistance on these provisions as they are implemented, including on the implementation of the cap and tracking the use of exceptions and non-domestic purchases. In response to requests from commenters on the final rule, USDA is providing an optional template for documenting Buy American exceptions.

This optional template will help schools organize documentation and can be used to track the costs and exceptions related to non-domestic food purchases. The template will also help school food authorities more easily calculate the cost of non-domestic purchases as a percentage of total purchases.

State agencies are reminded to distribute this information to Program operators immediately.

Program operators should direct any questions regarding this memorandum to the appropriate State agency. State agencies should direct questions to the appropriate FNS [Regional Office](#).

Original Signed

Jessica Saracino

Director, Program Monitoring and Operational Support

Child Nutrition Programs