State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

Solicitation

NUMBER	PAGE
DBS131087	1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
CONNIE OSWALD
304-558-2157

VENDOR
BIMBO FOODS INC.
PO BOX 642022
PITTSBURGH, PA 15264-2022

SHIP TO
SCHOOL FOR THE DEAF & BLIND
RECEIVING DEPARTMENT

301 EAST MAIN STREET
ROMNEY, WV
26757-1894 304-822-4810

DATE PRINTED
04/22/2013

BID OPENING DATE: 05/21/2013 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
	THE STATE OF WEST VIRGINIA AND ITS AGENCY THE WEST VIRGINIA SCHOOL FOR THE DEAF AND BLIND LOCATED AT 301 E. MAIN STREET, ROMNEY, WV 26757 REQUEST A QUOTE TO PROVIDE AN OPEN-END CONTRACT FOR BAKERY AND BREAD PRODUCTS PER THE ATTACHED SPECIFICATIONS. BID OPENING: MAY 21, 2013 AT 1:30 PM					
0001	1	EA		375-15		
	BREAD AND ROLLS OPEN-END CONTRACT TO PROVIDE BREAD PRODUCTS PER THE ATTACHED LIST OF ITEMS FOR THE WEST VIRGINIA SCHOOL FOR THE DEAF & BLIND LOCATED AT ROMNEY, WV. REFERENCE ATTACHED INSTRUCTIONS TO BIDDERS AND TERMS & CONDITIONS.					
	****** THIS IS THE END OF RFQ DBS131087 ****** TOTAL:					

05/20/13 09:36:43 AM
West Virginia Purchasing Division

SIGNATURE	TELEPHONE	DATE
[signature]	800-220-2867	5/16/13
TITLE: Food Svc Mgr	FEIN: 54-1394383	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.

   [✓] A pre-bid meeting will not be held prior to bid opening.

   [ ] A NON-MANDATORY PRE-BID meeting will be held at the following place and time:

   [ ] A MANDATORY PRE-BID meeting will be held at the following place and time:

   All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

   An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required

information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. **VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Question Submission Deadline: May 8, 2013

Submit Questions to: Connie Oswald
2019 Washington Street, East
P.O. Box 50130
Charleston, WV 25305
Fax: 304-558-3970
Email: Connie.S.Oswald@wv.gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

6. **BID SUBMISSION:** All bids must be signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The bid delivery address is:

Department of Administration, Purchasing Division
2019 Washington Street East
P.O. Box 50130,
Charleston, WV 25305-0130

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID
BUYER: _____
SOLICITATION NO.: _____
BID OPENING DATE: _____
BID OPENING TIME: _____
FAX NUMBER: _____

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus [ ] convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: [ ] Technical
[ ] Cost

7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when time stamped by the official Purchasing Division time clock.

Bid Opening Date and Time:	May 21, 2013 at 1:30 pm
Bid Opening Location:	Department of Administration, Purchasing Division 2019 Washington Street East P.O. Box 50130, Charleston, WV 25305-0130

8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. **DEFINITIONS:** As used in this Solicitation / Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation / Contract.

   2.1 "Agency" or **"Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

   2.2 "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.

   2.3 "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

   2.4 "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

   2.5 "Purchase Order" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the successful bidder and Contract holder.

   2.6 "Solicitation" means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.

   2.7 "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

   2.8 "Vendor" or **"Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

[✓] **Term Contract**

Initial Contract Term: This Contract becomes effective on [ ]
[Upon Award]
and extends for a period of [One (1)] year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal must be submitted to the Purchasing Division Director thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to [Two (2)] successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Reasonable Time Extension: At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

[ ] **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within [ ] days.

[ ] **One Time Purchase:** The term of this Contract shall run from the issuance of the Purchase Order until all of the goods contracted for have been delivered, but in no event shall this Contract extend for more than one fiscal year.

[ ] **Other:** See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed

5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

   [✓] **Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

   [ ] **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

   [ ] **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

   [ ] **One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

   [ ] **BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

[ ] **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of [ ]. The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

[ ] **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be issued and delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under $100,000. Personal or business checks are not acceptable.

[ ] **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

[✓] **WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.

[ ] **INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award:

[ ] **Commercial General Liability Insurance:** [ ] or more.

[ ] **Builders Risk Insurance:** builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.

[ ] [ ]

[ ] [ ]

[ ] [ ]

[ ] [ ]

[ ] [ ]

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

[ ] **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

[ ]

[ ]

[ ]

[ ]

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

9. **LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or $5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

10. **ALTERNATES:** Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

11. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or

other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. **LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount [ ] for [ ] [ ]. This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

13. **ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.

14. **REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the $125 fee if applicable.

15. **COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

16. **FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

17. **PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."

18. **UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

19. **DELIVERY:** All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.

20. **INTEREST:** Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.

21. **PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's

failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

22. **SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

23. **TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

24. **CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.

25. **WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

26. **TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.

27. **APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

28. **COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.

29. **PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage

requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

30. **ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

31. **MODIFICATIONS**: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.**

32. **WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

33. **SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

34. **ASSIGNMENT**: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.

35. **WARRANTY**: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

36. **STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

37. **BANKRUPTCY**: In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

38. **HIPAA BUSINESS ASSOCIATE ADDENDUM**: The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at http://www.state.wv.us/admin/purchase/vrc/hipaa.html and is hereby made part of the agreement provided that the Agency meets the definition of a Covered entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the Vendor. Additionally, the HIPAA Privacy, Security, Enforcement & Breach Notification Final Omnibus Rule was published on January 25, 2013. It may be viewed online at http://www.gpo.gov/fdsys/pkg/FR-2013-01-25/pdf/2013-01073.pdf. Any organization, that qualifies as the Agency's Business Associate, is expected to be in compliance with this Final Rule. For those Business Associates entering into contracts with a HIPAA Covered State Agency between January 25, 2013 and the release of the 2013 WV State Agency Business Associate Agreement, or September 23, 2013 (whichever is earlier), be advised that you will be required to comply with the 2013 WV State Agency Business Associate Agreement. For those Business Associates with contracts with a HIPAA Covered State Agency executed prior to January 25, 2013, be advised that upon renewal or modification, you will be required to comply with the 2013 WV State Agency Business Associate Agreement no later than September 22, 2014.

39. **CONFIDENTIALITY**: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in http://www.state.wv.us/admin/purchase/privacy/default.html.

40. **DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

    If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondiclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

41. **LICENSING:** In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

42. **ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Purchase Order from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

43. **VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this RFQ in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

    The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

44. **PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

    [ ] Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

45. **VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting,

supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, *etc.* and the filing of all necessary documents, forms and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

46. **INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

47. **PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of $1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.

48. **ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** ~~This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract.~~ If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner. This bid is for West Virginia School for the deaf + Blind only.

49. **CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

50. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

[ ] Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

[ ] Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

51. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

52. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.

b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or

such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.

The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

a. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars ($2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

b. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

53. **PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL:** In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars ($50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of The West Virginia Schools for the Deaf and the Blind to establish an open-end contract for bread products.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.

   2.1 **"Contract Item"** or **"Contract Items"** means the list of items identified in Section III, Subsection 1 below.

   2.2 **"Pricing Pages"** means the schedule of prices, estimated order quantity, and totals attached hereto as Exhibit A and used to evaluate the RFQ.

   2.3 **"RFQ"** means the official RFQ published by the Purchasing Division and identified as DBS13 1087.

3. **GENERAL REQUIREMENTS:**

   3.1 **Desired Items and Mandatory Requirements:** Vendor shall provide Agency with the Desired Items listed below on an open-end and continuing basis. Desired Items must meet or exceed the mandatory requirements as shown below.

   3.1.1 Bread Products

   3.1.1.1 Bread products must be at or above industry standards as specified on bid pricing list.

   3.1.1.2 Bread products must have shelf life of at least seven (7) days from date of delivery when stored under proper environmental conditions.

   3.1.1.3 Bread products, unless otherwise notated on pricing sheet, must have 8 grams or greater of whole grains per serving.

   3.1.1.4 Bread products, unless otherwise notated on pricing sheet, must contain whole grain as the primary ingredient by weight.

   3.1.1.5 Bread products, must be packaged in industry standard wrappings, which shall be clearly marked with brand and ingredient labels. Products in plain packaging with no labeling will **not** be accepted.

3.1.1.6 Bread products, must include child nutrition (CN) labels for each product.

4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

4.2 Pricing Pages: Vendor should complete the Pricing Pages by providing at the time of the bid an ingredient label from actual product for each item being bid on, ***a child nutrition (CN) label for each item being bid on***, a unit price for each item being bid on, an extended price, and a grand total extended cost for all items bid. All prices should be recorded on the attached pricing sheet. If a vendor is not bidding on a particular product, "nb" for no bid should be written in unit cost column for the item. Unit costs must be inclusive of overhead or mark-up, freight on board (F.O.B.), transportation, materials and services costs. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified. ***Note: Child Nutrition (CN) labels and ingredient labels for products bid on should be attached to pricing pages. Bids will not be considered if these items are not included.***

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Notwithstanding the foregoing, the Purchasing Division may correct errors at its discretion. Vendor should type or electronically enter the information into the Pricing Pages to prevent errors in the evaluation. The Pricing Pages were created as a Microsoft Excel document and Vendor can request an electronic copy for bid purposes by sending an email request to the following address: Ms. Connie Oswald, WV Division of State Purchasing, at Connie.S.Oswald@wv.gov.

5. ORDERING AND PAYMENT:

5.1 Ordering: Vendor shall accept orders by regular mail, facsimile, e-mail, or any other written forms of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Any on-line ordering

system must have the capability to restrict prices and available items to conform to the Catalog originally submitted with this RFQ. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

5.2 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

6. DELIVERY AND RETURN:

6.1 Delivery Time: Vendor shall deliver standard orders no more than three (3) working days after orders are received. ***Note: Currently, bread is delivered to the school on Mondays and Thursdays.*** Vendor shall deliver emergency orders no more than two (2) working day(s) after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.

6.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

6.3 Delivery Payment/Risk of Loss: Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

6.4 Return of Unacceptable Items: If the Agency deems the Desired Items to be unacceptable, the Desired Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

6.5 **Return Due to Agency Error**: Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

7. MISCELLANIOUS:

7.1 **No Substitutions:** Vendor shall supply only Contract Items submitted in response to the RFQ unless a contract modification is approved in accordance with the provisions contained in this contract.

7.2 **Vendor Supply:** Vendor must carry sufficient inventory of the Desired Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Desired Items contained in its bid response.

7.3 **Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.

7.4 **Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Marc Myers
Telephone Number: 717-578-9758
Fax Number: 717-564-1581
Email Address: MMyers@bbumail.com

DBS13-1087 BREAD PRODUCTS							
ITEM NUMBER	PRODUCT SIZE	DESCRIPTION	*ESTIMATED ANNUAL USAGE	**UNIT COST	***EXTENDED PRICE	PROPOSED BRAND	Code
1	≥ 24 slices/pk	Loaf, Sliced Enriched Sandwich Bread, ***WHOLE GRAIN NOT REQUIRED***	50	$1.00	$50.00	Baker's Touch	1024
2	≥ 18 slices/pk	Loaf, sliced Italian Bread, ***WHOLE GRAIN NOT REQUIRED***	35	$1.00	$35.00	Baker's Touch	2195
3	≥ 18 slices/pk	Loaf, sliced whole grain white Italian Bread, ≥ 8 grams whole grain per serving	219	NB	—	—	
4	≥ 18 slices/pk	Loaf, sliced rye bread w/o seeds, ≥ 8 grams whole grain per serving	40	$1.25	$50.00	Baker's Touch	2094
5	≥ 22 slices/pk	Loaf, sliced whole grain white bread, ≥ 8 grams whole grain per serving	250	$1.50	$375.00	Baker's Touch	3239
6	≥ 22 slices/pk	Loaf, sliced 100% whole wheat bread, ≥ 8 grams whole grain per serving	350	$1.30	$455.00	Baker's Touch	5192
7	≥ 8/pk	Whole Wheat Hot Dog Buns, ≥ 8 grams whole grain per serving	500	$1.76	$880.00	Baker's Touch	5194 - 16/pkg
8	≥ 8/pk	Whole Wheat Hamburger Buns, ≥ 8 grams whole grain per serving	500	$1.76	$880.00	Baker's Touch	5193 - 16/pkg
9	≥ 18 slices/pk	Loaf, 12 grain bread, ≥ 8 grams whole grain per serving	100	$1.50	$150.00	Dutch County	2750
10	≥ 18 slices/pk	Loaf, Double Fiber bread, ≥ 8 grams whole grain per serving	40	NB	—	—	
11	≥ 18 slices/pk	Loaf, 100% whole grain bread, ≥ 8 grams whole grain per serving	40	NB	—	—	
12	≥ 8/pk	Multi-grain thin sandwich rounds, ≥ 8 grams whole grain per serving	50	NB	—	—	
13	≥ 8/pk	100% whole wheat thin sandwich rounds, ≥ 8 grams whole grain per serving	50	NB	—	—	
14	≥ 4/pk	100% whole wheat pita-style pocket bread, ≥ 8 grams whole grain per serving	50	NB	—	—	
15	≥ 4/pk	8 grain pita-style pocket bread, ≥ 8 grams whole grain per serving	50	NB	—	—	
16	≥ 1/pk	12" whole wheat thin pizza crust, ≥ 8 grams whole grain per serving	100	NB	—	—	
17	≥ 6/pk	100% whole wheat English muffins, ≥ 8 grams whole grain per serving	150	$1.92	$288.00	Bakers Touch	7259 - 6/pkg
18	≥ 6/pk	10 grain English muffins, ≥ 8 grams whole grain per serving	75	NB	—	—	
19	≥ 6/pk	multi-grain English muffins, ≥ 8 grams whole grain per serving	75	NB	—	—	
20	≥ 8/pk	100% whole wheat thin bagels, ≥ 8 grams whole grain serving, ≤ 120 calories/serving	50	NB	—	—	
21	≥ 8/pk	Whole grain blueberry thin bagel, ≥ 8 grams whole grain serving, ≤ 120 calories/serving ≤	50	NB	—	—	
22	≥ 8/pk	Whole grain cinnamon raisin thin bagel, ≥ 8 grams whole grain serving, ≤ 120 calories/serving	50	NB	—	—	
23	≥ 10/pk	Whole grain mini bagel, ≥ 8 grams whole grain serving, ≤ 120 calories/serving	50	NB	—	—	
24	≥ 10/pk	100% Whole wheat mini bagel, ≥ 8 grams whole grain serving, ≤ 120 calories/serving	50	NB	—	—	
25	≥ 6/pk	~~100%~~ whole wheat or whole grain hoagie/deli bun, ≥ 8 grams whole grain serving	30	$1.56	$46.80	Baker's Touch	2049 - 6/pkg
26	≥ 6/pk	Hoagie/deli buns, ***WHOLE GRAIN NOT REQUIRED***	15	$1.20	$18.00	Baker's Touch	3700 - 6/pkg

27	≥ 6/pk	~~100%~~ whole wheat or whole grain steak bun, ≥ 8 grams whole grain serving	150	$1.56	$234.00	Baker's Touch	2649 - 6/pkg
28	≥ 6/pk	Steak bun, ***WHOLE GRAIN NOT REQUIRED***	30	$1.20	$36.00	Baker's Touch	3760 - 6/pkg
29	≥ 8/pk	100% whole wheat or whole grain Kaiser roll, ≥ 8 grams whole grain serving	125	$2.40	$300.00	Baker's Touch	3242 - 12/pkg
30	≥ 8/pk	~~Seeded~~ Kaiser rolls, ***WHOLE GRAIN NOT REQUIRED***	75	$1.80	$135.00	Baker's Touch	3770 - 8/pkg
31	≥ 12 slices/pk	Whole grain or wheat cinnamon with raisins breakfast bread, ≥ 8 grams whole grain serving	50	NB	—	—	
32	≥ 12 slices/pk	Whole grain or wheat cinnamon breakfast bread, ≥ 8 grams whole grain serving	50	NB	—	—	
33	≥ 12 slices/pk	Whole grain or wheat blueberry breakfast bread, ≥ 8 grams whole grain serving	50	NB	—	—	
34	≥16/pk	100% whole wheat dinner rolls, ≥ 8 grams whole grain serving	150	NB	—	—	
35	≥ 16/pk	Whole grain white dinner rolls, ≥ 8 grams whole grain serving	150	NB	—	—	
36	≥ 16/pk	Dinner rolls, ***WHOLE GRAIN NOT REQUIRED***	50	$1.36	$68.00	Baker's Touch	5928 - 16/pkg
37	≥ 16/pk	Party or tea rolls, ***WHOLE GRAIN NOT REQUIRED***	50	$1.20	$60.00	Baker's Touch	3406 - 12/pkg
38	≥ 16/pk	~~100%~~ whole wheat or whole grain tea or party rolls, ≥ 8 grams whole grain serving	100	$1.44	$144.00	Baker's Touch	7258 - 12/pkg
				TOTAL	$4204.80		

*ESTIMATED ORDER QUANTITY PROVIDED FOR BIDDER INFORMATION PURPOSES ONLY AND DOESN'T REPRESENT ACTUAL VOLUME, WHICH MAY OR MAY NOT BE EXPERIENCED

**UNIT COST=YOUR COST PER UNIT INCLUSIVE OF OVERHEAD OR MARK-UP, FREIGHT ON BOARD (F.O.B.), TRANSPORTATION, MATERIALS AND SERVICE COSTS
VENDOR SHOULD WRITE "nb" FOR NO BID FOR ANY ITEM NOT BEING BIDDED

PACKAGING MUST BE IN INDUSTRY STANDARD WRAPPINGS WHICH SHALL BE CLEARLY MARKED WITH BRAND AND INGREDIENT LABELS. CHILD NUTRITION (CN) LABELS REQUIRED FOR EACH PRODUCT. PRODUCTS IN PLAIN PACKAGING WITH NO LABELING WILL NOT BE ACCEPTED.

***EXTENDED PRICE = ANNUAL ESTIMATED ORDER QUANTITY x UNIT COST

****GRAND TOTAL EXTENDED COSTS=SUM OF ALL EXTENDED COSTS

****GRAND TOTAL EXTENDED COST
$ -

Bidder/Vendor Information:

Name: Bimbo Foods, Inc.

Address: 10357 Mt. Savage Rd NW
Cumberland, MD 21502

Phone #: 800-220-2867
Fax#: 717-564-1581
E-mail Address: jhertzler@bbumail.com

Signature: [signature]

Date: 5/16/13

Mailing address for all Bids, PO's, Contracts, etc.:

Bimbo Foods, Inc.
Attn: Marc Myers/Jill Hertzler
3996 Paxton St.
Harrisburg, PA 17111
Phone: 800-220-2867
Fax: 717-564-1581

All payments should be made to our Remit-to address:

Bimbo Foods, Inc.
P.O. Box 642022
Pittsburgh, PA 15264-2022

Depot Address for service, ordering, etc.:

Bimbo Foods, Inc.
Attn: Mark Summers
10357 Mt. Savage Road. NW
Cumberland, MD 21502
Phone: 301-724-5600
Fax: 301-724-2839

Nutritional Label

71673-01024 STR 1
BAKER'S TOUCH FS WHITE BREAD 22 OZ

Product Code
1024

Nutrition Facts

Serving Size 2 slices (48g)
Servings Per Container 13

Amount Per Serving	
Calories 120	Calories from Fat 10
	% Daily Value
Total Fat 1g	2%
Saturated Fat 0g	0%
Trans Fat 0g	
Polyunsaturated Fat 0.5g	
Monounsaturated Fat 0g	
Cholesterol 0mg	0%
Sodium 230mg	10%
Total Carbohydrate 24g	8%
Dietary Fiber less than 1g	3%
Sugars 2g	
Protein 3g	

Vitamin A	0%	Vitamin C	0%
Calcium	4%	Iron	8%
Thiamin	15%	Riboflavin	8%
Niacin	8%	Folic Acid	10%

*Percent(%) Daily Values are based on a 2,000 calorie diet. Your daily values may be higher or lower depending on your calorie needs.

	Calories	2,000	2,500
Total Fat	Less than	65g	80g
Saturated Fat	Less than	20g	25g
Cholesterol	Less than	300mg	300mg
Sodium	Less than	2,400mg	2,400mg
Potassium		3,500mg	3,500mg
Total Carbohydrate		300g	375g
Dietary Fiber		25g	30g

GMA ON PDP:
PER 2 SLICE SERVING
(120 CALORIES) (0g SAT FAT / 0%DV) (230mg SODIUM / 10% DV) (2g SUGARS)

INGREDIENTS: ENRICHED **WHEAT FLOUR** [FLOUR, MALTED BARLEY FLOUR, REDUCED IRON, NIACIN, THIAMIN MONONITRATE (VITAMIN B1), RIBOFLAVIN (VITAMIN B2), FOLIC ACID], WATER, HIGH FRUCTOSE CORN SYRUP, YEAST, SALT, SOYBEAN OIL, MONO- AND DIGLYCERIDES, CALCIUM PROPIONATE (PRESERVATIVE), CALCIUM SULFATE, DATEM, SOY LECITHIN, CITRIC ACID, GRAIN VINEGAR, WHEAT GLUTEN, POTASSIUM IODATE, **SOY FLOUR**.

1 LB 6 OZ (624g) / PC# 1024 / BTUS05-01024-10 / KOSHER: KOF K PARVE / R12-205

Nutritional Label

71673-02195 STR 1
BAKER'S TOUCH ITALIAN NO SEEDS 20 OZ

Nutrition Facts

Serving Size 1 slice (30g)
Servings Per Container 19

Amount Per Serving	
Calories 80	Calories from Fat 5
	% Daily Value
Total Fat 0.5g	1%
Saturated Fat 0g	0%
Trans Fat 0g	
Cholesterol 0mg	0%
Sodium 170mg	7%
Total Carbohydrate 15g	5%
Dietary Fiber less than 1 g	2%
Sugars 0g	
Protein 2g	

Vitamin A	0%	Vitamin C	0%
Calcium	2%	Iron	6%
Thiamin	8%	Riboflavin	4%
Niacin	4%	Folic Acid	8%

*Percent (%) Daily Values are based on a 2,000 calorie diet. Your daily values may be higher or lower based on your calorie needs.

	Calories:	2,000	2,500
Total Fat	Less than	65g	80g
Saturated Fat	Less than	20g	25g
Cholesterol	Less than	300mg	300mg
Sodium	Less than	2,400mg	2,400mg
Total Carbohydrate		300g	375g
Dietary Fiber		25g	30g

Calories per gram:
Fat 9 * Carbohydrate 4 * Protein 4

Product Code
2195

ENRICHED **WHEAT FLOUR** [FLOUR, MALTED BARLEY FLOUR, REDUCED IRON, NIACIN, THIAMIN MONONITRATE (VITAMIN B1), RIBOFLAVIN (VITAMIN B2) FOLIC ACID], WATER, YEAST, HIGH FRUCTOSE CORN SYRUP, SALT, SOYBEAN OIL, MONOGLYCERIDES, CALCIUM PROPIONATE (PRESERVATIVE), CALCIUM SULFATE, DATEM, **SOY LECITHIN**, CITRIC ACID, GRAIN VINEGAR, WHEAT GLUTEN, POTASSIUM IODATE, CALCIUM PHOSPHATE, SESAME SEEDS.

1 LB 4 OZ (567g) / PC# 2195 / Oracle Pkg # BTUS05-02195-10 / KOSHER: KOF K PARVE / R11-154

Nutritional Label

71673-02094 STR 1
BAKER'S TOUCH RYE 24 OZ

Product Code
2094

Nutrition Facts

Serving Size 2 slices (52g)
Servings Per Container 13

Amount Per Serving	
Calories 140	Calories from Fat 15
	% Daily Value
Total Fat 1.5g	2%
Saturated Fat 0g	0%
Trans Fat 0g	
Cholesterol 0mg	0%
Sodium 310mg	13%
Total Carbohydrate 26g	9%
Dietary Fiber 1g	4%
Sugars 1g	
Protein 5g	

Vitamin A	0%	Vitamin C	0%
Calcium	4%	Iron	8%
Thiamin	10%	Riboflavin	8%
Niacin	6%	Folic Acid	10%

*Percent (%) Daily Values are based on a 2,000 calorie diet. Your daily values may be higher or lower based on your calorie needs

	Calories	2,000	2,500
Total Fat	Less than	65g	80g
Saturated Fat	Less than	20g	25g
Cholesterol	Less than	300mg	300mg
Sodium	Less than	2,400mg	2,400mg
Total Carbohydrate		300g	375g
Dietary Fiber		25g	30g

Calories per gram:
Fat 9 • Carbohydrate 4 • Protein 4

ENRICHED WHEAT FLOUR [FLOUR, MALTED BARLEY FLOUR, REDUCED IRON, NIACIN, THIAMIN MONONITRATE (VITAMIN B1), RIBOFLAVIN (VITAMIN B2), FOLIC ACID], WATER, RYE FLOUR, WHEAT GLUTEN, HIGH FRUCTOSE CORN SYRUP, YEAST, SALT, SOYBEAN AND/OR CANOLA OIL, GROUND CARAWAY, MONO- AND DIGLYCERIDES, CALCIUM PROPIONATE (PRESERVATIVE), CARAMEL COLOR, DATEM, CALCIUM SULFATE, **SOY LECITHIN**, CITRIC ACID, SODIUM STEAROYL LACTYLATE, AZODICARBONAMIDE, ETHOXYLATED MONO- AND DIGLYCERIDES.

1 LB 8 OZ (680g) / PC# 2094 / BTUS05-02094-10 / KOSHER: KOF K PARVE / R9341

Nutritional Label

71673-01212 STR 1
PB MADE WITH WHOLE GRAIN BREAD 24 OZ

Nutrition Facts

Serving Size 1 slice (28g)
Servings Per Container 24

Amount Per Serving	
Calories 70	Calories from Fat 5
	% Daily Value*
Total Fat 0.5g	1%
Saturated Fat 0g	0%
Trans Fat 0g	
Polyunsaturated Fat 0g	
Monounsaturated Fat 0g	
Cholesterol 0mg	0%
Sodium 120mg	5%
Total Carbohydrate 14g	5%
Dietary Fiber 1g	4%
Sugars 2g	
Protein 3g	

Vitamin A	0%	Vitamin C	0%
Calcium	2%	Iron	4%
Thiamin	6%	Riboflavin	2%
Niacin	4%	Folic Acid	4%

*Percent (%) Daily Values are based on a 2,000 calorie diet
Your daily values may be higher or lower depending on your calorie needs.

	Calories	2,000	2,500
Total Fat	Less than	65g	80g
Saturated Fat	Less than	20g	25g
Cholesterol	Less than	300mg	300mg
Sodium	Less than	2,400mg	2,400mg
Total Carbohydrate		300g	375g
Dietary Fiber		25g	30g

Product Code
3239

GMA FOP LABELING:
PER 1 SLICE SERVING
(70 CALORIES) (0g SAT FAT / 0% DV) (120mg SODIUM / 5% DV) (2g SUGARS)

8g of WHOLE GRAIN PER SERVING , MADE WITH WHOLE GRAIN

INGREDIENTS: WHOLE WHITE **WHEAT FLOUR**, WATER, ENRICHED WHEAT FLOUR [FLOUR, MALTED BARLEY FLOUR, REDUCED IRON, NIACIN, THIAMIN MONONITRATE (VITAMIN B1), RIBOFLAVIN (VITAMIN B2), FOLIC ACID], HIGH FRUCTOSE CORN SYRUP, YEAST, WHEAT GLUTEN, SALT, SOYBEAN OIL, MONO- AND DIGLYCERIDES, CALCIUM PROPIONATE (PRESERVATIVE), CALCIUM SULFATE, CITRIC ACID, SOY LECITHIN, DATEM, GRAIN VINEGAR, POTASSIUM IODATE, **SOY FLOUR**.

1 LB 8 OZ (680g) / KOSHER: KOFK PARVE / PC# 3239 / Oracle Pkg # FDUS05-01212-10 / R12-158

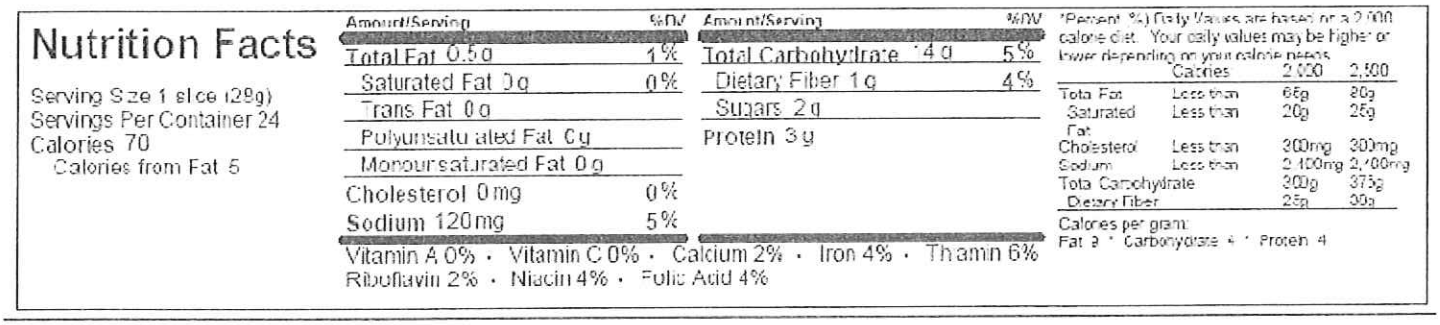
BIMBO BAKERIES USA

Company Name:	Bimbo Bakeries USA 255 Business Center Drive Horsham, PA 19044
Product Name:	**Whole Grain White Bread 24oz**
UPC:	**71673-01212**
Code:	**3239**

INGREDIENT STATEMENT

WHOLE WHITE WHEAT FLOUR, WATER, ENRICHED WHEAT FLOUR [FLOUR, MALTED BARLEY FLOUR, REDUCED IRON, NIACIN, THIAMIN MONONITRATE (VITAMIN B1), RIBOFLAVIN (VITAMIN B2), FOLIC ACID], HIGH FRUCTOSE CORN SYRUP, YEAST, WHEAT GLUTEN, SALT, SOYBEAN OIL, MONO- AND DIGLYCERIDES, CALCIUM PROPIONATE (PRESERVATIVE), CALCIUM SULFATE, CITRIC ACID, SOY LECITHIN, DATEM, GRAIN VINEGAR, POTASSIUM IODATE, SOY FLOUR.

NUTRITION FACTS



Nutrition Facts

Serving Size 1 slice (28g)
Servings Per Container 24
Calories 70
Calories from Fat 5

Amount/Serving	%DV
Total Fat 0.5g	1%
Saturated Fat 0g	0%
Trans Fat 0g	
Polyunsaturated Fat 0g	
Monounsaturated Fat 0g	
Cholesterol 0mg	0%
Sodium 120mg	5%

Amount/Serving	%DV
Total Carbohydrate 14g	5%
Dietary Fiber 1g	4%
Sugars 2g	
Protein 3g	

Vitamin A 0% • Vitamin C 0% • Calcium 2% • Iron 4% • Thiamin 6%
Riboflavin 2% • Niacin 4% • Folic Acid 4%

*Percent %) Daily Values are based on a 2,000 calorie diet. Your daily values may be higher or lower depending on your calorie needs.

		Calories	2,000	2,500
Total Fat	Less than		65g	80g
Saturated Fat	Less than		20g	25g
Cholesterol	Less than		300mg	300mg
Sodium	Less than		2,400mg	2,400mg
Total Carbohydrate			300g	375g
Dietary Fiber			25g	30g

Calories per gram:
Fat 9 • Carbohydrate 4 • Protein 4

Serving Size	28 g
Total Weight Whole Grain Ingredients/ Serving (g)	8g
Weight of Primary Ingredient (g)	29g/100g
Weight of Primary Whole Grain Ingredient (g)	29g/100g
Does a serving size of the specified product provide a minimum of 1 Grain contribution towards a reimbursable meal based on 14.75grams?	YES
Specify the Grain contribution for 1 ready-to-eat (RTE) serving of product based on 14.75 grams (bread/grain credits)	1.0
Does a serving size of the specified product provide a minimum of 1 Grain contribution towards a reimbursable meal based on 16.0 grams?	YES
Specify the Grain contribution for 1 ready-to-eat (RTE) serving of product based on 16.0 grams (bread/grain credits)	1.0
% Whole Grains based on flour weight	51%
Name of company representative authorizing that the information provided is true and correct	Rick D Weger
Signature of company representative authorizing that the information provided is true and correct	
Title of company representative	Regulatory Affairs Labeling Manager
Email Address	rweger@mailbbu.com
Date	7/20/2012

Nutritional Label

71673-02061 STR 1
BAKER'S TOUCH 100% WHOLE WHEAT 28 OZ

Nutrition Facts

Serving Size 1 slice (28g)
Servings Per Container 28

Amount Per Serving	
Calories 70	Calories from Fat 10
	% Daily Value
Total Fat 1g	2%
Saturated Fat 0g	0%
Trans Fat 0g	
Polyunsaturated Fat 0.5g	
Monounsaturated Fat 0g	
Cholesterol 0mg	0%
Sodium 150mg	6%
Total Carbohydrate 13g	4%
Dietary Fiber 2g	8%
Sugars 2g	
Protein 3g	

Vitamin A	0%	Vitamin C	0%
Calcium	2%	Iron	4%
Thiamin	4%	Riboflavin	0%
Niacin	4%	Folic Acid	2%

*Percent (%) Daily Values are based on a 2,000 calorie diet
Your daily values may be higher or lower based on your calorie needs

	Calories	2,000	2,500
Total Fat	Less than	65g	80g
Saturated Fat	Less than	20g	25g
Cholesterol	Less than	300mg	300mg
Sodium	Less than	2,400mg	2,400mg
Total Carbohydrate		300g	375g
Dietary Fiber		25g	30g

Product Code
5192

GMA FOP LABELING:
PER 1 SLICE SERVING
(70 CALORIES) (0g SAT FAT / 0% DV) (150mg SODIUM / 6% DV) (2g SUGARS)

15g of WHOLE GRAIN per serving

WHOLE WHEAT FLOUR, WATER, HIGH FRUCTOSE CORN SYRUP, YEAST, WHEAT GLUTEN, SOYBEAN OIL, SALT, MONO- AND DIGLYCERIDES, CALCIUM PROPIONATE (PRESERVATIVE), ETHOXYLATED MONO- AND DIGLYCERIDES, CALCIUM SULFATE, **SOY LECITHIN**, CITRIC ACID, DATEM, POTASSIUM IODATE.

1 LB 12 OZ (794g) / PC# 5192 / BTUS05-02061-10 / KOSHER: KOF K PARVE / R12-040

BIMBO BAKERIES USA

Company Name:	Bimbo Bakeries USA 255 Business Center Drive Horsham, PA 19044
Product Name:	Bakers Touch 100% Whole Wheat Bread 28oz
UPC:	71673-02061
Code:	5192

INGREDIENT STATEMENT

WHOLE WHEAT FLOUR, WATER, HIGH FRUCTOSE CORN SYRUP, YEAST, WHEAT GLUTEN, SOYBEAN OIL, SALT, MONO- AND DIGLYCERIDES, CALCIUM PROPIONATE (PRESERVATIVE), ETHOXYLATED MONO- AND DIGLYCERIDES, CALCIUM SULFATE, SOY LECITHIN, CITRIC ACID, DATEM, POTASSIUM IODATE.-

NUTRITION FACTS

Nutrition Facts

Serving Size 1 slice (28g)
Servings Per Container 28
Calories 70
Calories from Fat 10

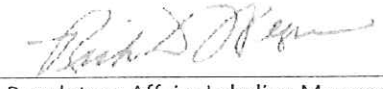
Amount/Serving	%DV	Amount/Serving	%DV
Total Fat 1g	2%	Total Carbohydrate 13g	4%
Saturated Fat 0g	0%	Dietary Fiber 2g	8%
Trans Fat 0g		Sugars 2g	
Polyunsaturated Fat 0.5g		Protein 3g	
Monounsaturated Fat 0g			
Cholesterol 0mg	0%		
Sodium 150mg	6%		

Vitamin A 0% • Vitamin C 0% • Calcium 2% • Iron 4% • Thiamin 4%
Riboflavin 0% • Niacin 4% • Folic Acid 2%

*Percent (%) Daily Values are based on a 2,000 calorie diet. Your daily values may be higher or lower depending on your calorie needs.

	Calories	2,000	2,500
Total Fat	Less than	65g	80g
Saturated Fat	Less than	20g	25g
Cholesterol	Less than	300mg	300mg
Sodium	Less than	2,400mg	2,400mg
Total Carbohydrate		300g	375g
Dietary Fiber		25g	30g

Calories per gram:
Fat 9 • Carbohydrate 4 • Protein 4

Serving Size	28 g
Total Weight of Creditable Grains Ingredients/ Serving (g)	15g
Total Weight Whole Grain Ingredients/ Serving (g)	15g
Weight of Primary Ingredient (g)	54g/100g
Weight of Primary Whole Grain Ingredient (g)	54g/100g
Does a serving size of the specified product provide a minimum of 1 Grain contribution towards a reimbursable meal based on 14.75grams?	YES
Specify the Grain contribution for 1 ready-to-eat (RTE) serving of product based on 14.75 grams (bread/grain credits)	1.00
Does a serving size of the specified product provide a minimum of 1 Grain contribution towards a reimbursable meal based on 16.0 grams?	NO
Specify the Grain contribution for 1 ready-to-eat (RTE) serving of product based on 16.0 grams (bread/grain credits)	0.75
% Whole Grains based on flour weight	100%
Name of company representative authorizing that the information provided is true and correct	Rick D Weger
Signature of company representative authorizing that the information provided is true and correct	
Title of company representative	Regulatory Affairs Labeling Manager
Email Address	rweger@mailbbu.com
Date	7/20/2012

Nutritional Label

71673-03797 STR 1
BAKER'S TOUCH WHEAT HOT DOG ROLLS 16 CT 28 OZ

Product Code
5194

Nutrition Facts

Serving Size 1 roll (50g)
Servings Per Container 16

Amount Per Serving	
Calories 120	Calories from Fat 10
	% Daily Value
Total Fat 1g	2%
Saturated Fat 0g	0%
Trans Fat 0g	
Polyunsaturated Fat 0g	
Monounsaturated Fat 0g	
Cholesterol 0mg	0%
Sodium 280mg	12%
Total Carbohydrate 22g	7%
Dietary Fiber 2g	8%
Sugars 3g	
Protein 5g	

Vitamin A	0%	Vitamin C	0%
Calcium	4%	Iron	8%
Thiamin	10%	Riboflavin	6%
Niacin	8%	Folic Acid	8%

*Percent (%) Daily Values are based on a 2,000 calorie diet. Your daily values may be higher or lower based on your calorie needs.

	Calories:	2,000	2,500
Total Fat	Less than	65g	80g
Saturated Fat	Less than	20g	25g
Cholesterol	Less than	300mg	300mg
Sodium	Less than	2,400mg	2,400mg
Total Carbohydrate		300g	375g
Dietary Fiber		25g	30g

GMA FOP LABELING:
PER 1 ROLL SERVING
(120 CALORIES) (0g SAT FAT / 0% DV) (280mg SODIUM / 12% DV) (3g SUGARS)

CLAIMS: MADE WITH WHOLE GRAIN, 13g WHOLE GRAIN PER SERVING

WHOLE WHEAT FLOUR, WATER, ENRICHED WHEAT FLOUR [FLOUR, MALTED BARLEY FLOUR, REDUCED IRON, NIACIN, THIAMIN MONONITRATE (VITAMIN B1), RIBOFLAVIN (VITAMIN B2), FOLIC ACID], HIGH FRUCTOSE CORN SYRUP, YEAST, WHEAT GLUTEN, SALT, MOLASSES, SOYBEAN OIL, CALCIUM PROPIONATE (PRESERVATIVE), GRAIN VINEGAR, DATEM, ETHOXYLATED MONO- AND DIGLYCERIDES, MONOGLYCERIDES, CALCIUM SULFATE, CITRIC ACID, POTASSIUM IODATE, **SOY LECITHIN**.

1 LB 12 OZ (794g) / Oracle Pkg # BTUS05-03797-10 / PC# 5194 / KOSHER: KOF K PARVE / R12-039

BIMBO BAKERIES USA

Company Name:	Bimbo Bakeries USA 255 Business Center Drive Horsham, PA 19044
Product Name:	Bakers Touch Wheat Hot Dog Rolls 16ct 28oz
UPC:	71673-03797
Code:	5194

INGREDIENT STATEMENT

WHOLE WHEAT FLOUR, WATER, ENRICHED WHEAT FLOUR [FLOUR, MALTED BARLEY FLOUR, REDUCED IRON, NIACIN, THIAMIN MONONITRATE (VITAMIN B1), RIBOFLAVIN (VITAMIN B2), FOLIC ACID], HIGH FRUCTOSE CORN SYRUP, YEAST, WHEAT GLUTEN, SALT, MOLASSES, SOYBEAN OIL, CALCIUM PROPIONATE (PRESERVATIVE), GRAIN VINEGAR, DATEM, ETHOXYLATED MONO- AND DIGLYCERIDES, MONOGLYCERIDES, CALCIUM SULFATE, CITRIC ACID, POTASSIUM IODATE, **SOY LECITHIN**..

NUTRITION FACTS

Nutrition Facts

Serving Size 1 roll (50g)
Servings Per Container 16
Calories 120
Calories from Fat 10

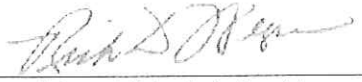
Amount/Serving	%DV	Amount/Serving	%DV
Total Fat 1 g	2%	Total Carbohydrate 22 g	7%
Saturated Fat 0 g	0%	Dietary Fiber 2 g	8%
Trans Fat 0 g		Sugars 3 g	
Polyunsaturated Fat 0g		Protein 5 g	
Monounsaturated Fat 0 g			
Cholesterol 0 mg	0%		
Sodium 280 mg	12%		

Vitamin A 0% • Vitamin C 0% • Calcium 4% • Iron 8%
Thiamin 10% • Riboflavin 6% • Niacin 8% • Folic Acid 8%

*Percent (%) Daily Values are based on a 2,000 calorie diet. Your daily values may be higher or lower depending on your calorie needs.

		Calories:	2,000	2,500
Total Fat	Less than		65g	80g
Saturated Fat	Less than		20g	25g
Cholesterol	Less than		300mg	300mg
Sodium	Less than		2,400mg	2,400mg
Total Carbohydrate			300g	375g
Dietary Fiber			25g	30g

Calories per gram:
Fat 9 • Carbohydrate 4 • Protein 4

Serving Size	50 g
Total Weight of Creditable Grains Ingredients/ Serving (g)	26g
Total Weight Whole Grain Ingredients/ Serving (g)	13g
Weight of Primary Ingredient (g)	26g/100g
Weight of Primary Whole Grain Ingredient (g)	26g/100g
Does a serving size of the specified product provide a minimum of 1 Grain contribution towards a reimbursable meal based on 14.75grams?	YES
Specify the Grain contribution for 1 ready-to-eat (RTE) serving of product based on 14.75 grams (bread/grain credits)	1.75
Does a serving size of the specified product provide a minimum of 1 Grain contribution towards a reimbursable meal based on 16.0 grams?	YES
Specify the Grain contribution for 1 ready-to-eat (RTE) serving of product based on 16.0 grams (bread/grain credits)	1.50
% Whole Grains based on flour weight	52%
Name of company representative authorizing that the information provided is true and correct	Rick D Weger
Signature of company representative authorizing that the information provided is true and correct	
Title of company representative	Regulatory Affairs Labeling Manager
Email Address	rweger@mailbbu.com
Date	7/18/2012

Nutritional Label

71673-03796 STR 1
BAKER'S TOUCH WHEAT ROLLS 16 CT 30 OZ

Product Code
5193

Nutrition Facts

Serving Size 1 roll (53g)
Servings Per Container 16

Amount Per Serving	
Calories 130	Calories from Fat 10
	% Daily Value
Total Fat 1g	2%
Saturated Fat 0g	0%
Trans Fat 0g	
Polyunsaturated Fat 0g	
Monounsaturated Fat 0g	
Cholesterol 0mg	0%
Sodium 300mg	13%
Total Carbohydrate 24g	8%
Dietary Fiber 2g	8%
Sugars 3g	
Protein 6g	

Vitamin A	0%	Vitamin C	0%
Calcium	6%	Iron	8%
Thiamin	10%	Riboflavin	6%
Niacin	8%	Folic Acid	8%

*Percent (%) Daily Values are based on a 2,000 calorie diet. Your daily values may be higher or lower based on your calorie needs.

	Calories:	2,000	2,500
Total Fat	Less than	65g	80g
Saturated Fat	Less than	20g	25g
Cholesterol	Less than	300mg	300mg
Sodium	Less than	2,400mg	2,400mg
Total Carbohydrate		300g	375g
Dietary Fiber		25g	30g

GMA FOP LABELING:
PER 1 ROLL SERVING
(130 CALORIES) (0g SAT FAT / 0% DV) (300mg SODIUM / 13% DV) (3g SUGARS)

CLAIMS: MADE WITH WHOLE GRAIN, 14g WHOLE GRAIN PER SERVING

WHOLE WHEAT FLOUR, WATER, ENRICHED WHEAT FLOUR [FLOUR, MALTED BARLEY FLOUR, REDUCED IRON, NIACIN, THIAMIN MONONITRATE (VITAMIN B1), RIBOFLAVIN (VITAMIN B2), FOLIC ACID], HIGH FRUCTOSE CORN SYRUP, YEAST, WHEAT GLUTEN, SALT, MOLASSES, SOYBEAN OIL, CALCIUM PROPIONATE (PRESERVATIVE), GRAIN VINEGAR, DATEM, ETHOXYLATED MONO- AND DIGLYCERIDES, MONOGLYCERIDES, CALCIUM SULFATE, CITRIC ACID, POTASSIUM IODATE, **SOY LECITHIN**, SESAME SEEDS.

1 LB 14 OZ (851g) / PC# 5193 / Oracle Pkg # BTUS05-03796-10 / KOSHER: KOF K PARVE / R12-039

BIMBO BAKERIES USA

Company Name:	Bimbo Bakeries USA 255 Business Center Drive Horsham, PA 19044
Product Name:	BAKER'S TOUCH WHEAT ROLLS 16 CT 30 OZ
UPC:	71673-03796
Code:	5193

INGREDIENT STATEMENT

WHOLE WHEAT FLOUR, WATER, ENRICHED WHEAT FLOUR [FLOUR, MALTED BARLEY FLOUR, REDUCED IRON, NIACIN, THIAMIN MONONITRATE (VITAMIN B1), RIBOFLAVIN (VITAMIN B2), FOLIC ACID], HIGH FRUCTOSE CORN SYRUP, YEAST, WHEAT GLUTEN, SALT, MOLASSES, SOYBEAN OIL, CALCIUM PROPIONATE (PRESERVATIVE), GRAIN VINEGAR, DATEM, ETHOXYLATED MONO- AND DIGLYCERIDES, MONOGLYCERIDES, CALCIUM SULFATE, CITRIC ACID, POTASSIUM IODATE, SOY LECITHIN, SESAME SEEDS.

NUTRITION FACTS

Nutrition Facts

Serving Size 1 roll (53g)
Servings Per Container 16
Calories 130
Calories from Fat 10

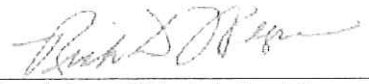
Amount/Serving	%DV
Total Fat 1g	2%
Saturated Fat 0g	0%
Trans Fat 0g	
Polyunsaturated Fat 0g	
Monounsaturated Fat 0g	
Cholesterol 0mg	0%
Sodium 300mg	13%

Amount/Serving	%DV
Total Carbohydrate 24g	8%
Dietary Fiber 2g	8%
Sugars 3g	
Protein 6g	

Vitamin A 0% • Vitamin C 0% • Calcium 6% • Iron 8%
Thiamin 10% • Riboflavin 6% • Niacin 8% • Folic Acid 8%

(Percent (%) Daily Values are based on a 2,000 calorie diet. Your daily values may be higher or lower depending on your calorie needs:

	Calories	2,000	2,500
Total Fat	Less than	65g	80g
Saturated Fat	Less than	20g	25g
Cholesterol	Less than	300mg	300mg
Sodium	Less than	2,400mg	2,400mg
Total Carbohydrate		300g	375g
Dietary Fiber		25g	30g

Serving Size	53g
Total Weight of Creditable Grains Ingredients/ Serving (g)	28g
Total Weight Whole Grain Ingredients/ Serving (g)	14g
Weight of Primary Ingredient (g)	27g/100g
Weight of Primary Whole Grain Ingredient (g)	27g/100g
Does a serving size of the specified product provide a minimum of 1 Grain contribution towards a reimbursable meal based on 14.75grams?	YES
Specify the Grain contribution for 1 ready-to-eat (RTE) serving of product based on 14.75 grams (bread/grain credits)	1.75
Does a serving size of the specified product provide a minimum of 1 Grain contribution towards a reimbursable meal based on 16.0 grams?	YES
Specify the Grain contribution for 1 ready-to-eat (RTE) serving of product based on 16.0 grams (bread/grain credits)	1.75
% Whole Grains based on flour weight	52%
Name of company representative authorizing that the information provided is true and correct	Rick D Weger
Signature of company representative authorizing that the information provided is true and correct	
Title of company representative	Regulatory Affairs Labeling Manager
Email Address	rweger@mailbbu.com
Date	7/18/2012

Nutritional Label

Product Code
2750

71673-02750 STR 1
SBI DUTCH COUNTRY 12 GRAIN 22 OZ

Nutrition Facts

Serving Size 1 slice (35g)
Servings Per Container 18
Calories 100
Calories from Fat 20

Amount/Serving	%DV	Amount/Serving	%DV
Total Fat 2g	3%	**Total Carbohydrate** 17g	6%
Saturated Fat 0g	0%	Dietary Fiber 2g	8%
Trans Fat 0g		Sugars 3g	
Polyunsaturated Fat 1g		**Protein** 4g	
Monounsaturated Fat 0g			
Cholesterol 0mg	0%		
Sodium 170mg	7%		

Vitamin A 10% • Vitamin C 0% • Calcium 8% • Iron 6%
Vitamin D 10% • Vitamin E 10% • Thiamin 8% • Riboflavin 4%
Niacin 4% • Folic Acid 4%

*Percent (%) Daily Values are based on a 2,000 calorie diet. Your daily values may be higher or lower based on your calorie needs.

	Calories:	2,000	2,500
Total Fat	Less than	65g	80g
Saturated Fat	Less than	20g	25g
Cholesterol	Less than	300mg	300mg
Sodium	Less than	2,400mg	2,400mg
Total Carbohydrate		300g	375g
Dietary Fiber		25g	30g

Calories per gram
Fat 9 • Carbohydrate 4 • Protein 4

CLAIMS: GOOD SOURCE OF VITAMINS A, D, E. GOOD SOURCE OF CALCIUM, ZERO GRAMS TRANS FAT, NO ARTIFICIAL COLORS OR FLAVORS.

MADE WITH WHOLE GRAINS, 11g of WHOLE GRAINS PER SERVING

WHOLE WHEAT FLOUR, ENRICHED WHEAT FLOUR [FLOUR, MALTED BARLEY FLOUR, REDUCED IRON, NIACIN, THIAMIN MONONITRATE (VITAMIN B1), RIBOFLAVIN (VITAMIN B2), FOLIC ACID], WATER, HIGH FRUCTOSE CORN SYRUP, SUNFLOWER SEEDS, WHEAT GLUTEN, WHEAT, RYE, YEAST, SOYBEAN OIL, GROUND CORN, SALT, OATS, MOLASSES, BUCKWHEAT, WHEAT BRAN, ENRICHMENT (CALCIUM SULFATE, VITAMIN E ACETATE, VITAMIN A PALMITATE, VITAMIN D3), BROWN RICE, CALCIUM PROPIONATE (PRESERVATIVE), MONOGLYCERIDES, TRITICALE, DATEM, BARLEY, FLAXSEED, MILLET, **SOY LECITHIN**, CITRIC ACID, POTASSIUM IODATE, CALCIUM PHOSPHATE.

1 LB 6 OZ (624g) / PC# 2750 / Oracle Pkg # SBUS05-02750-10 / KOSHER: KOF K PARVE / R11-154

Nutritional Label

71673-03407 CP 1
BAKER'S TOUCH 100% WHOLE WHEAT ENGLISH MUFFINS 6 CT 13 OZ

Nutrition Facts
Serving Size 1 muffin (61g)
Servings Per Container 6

Amount Per Serving	
Calories 130	Calories from Fat 10
	% Daily Value
Total Fat 1g	2%
Saturated Fat 0g	0%
Trans Fat 0g	
Polyunsaturated Fat 0.5g	
Monounsaturated Fat 0g	
Cholesterol 0mg	0%
Sodium 200mg	8%
Total Carbohydrate 24g	8%
Dietary Fiber 4g	16%
Sugars 1g	
Protein 7g	

Vitamin A	0%	Vitamin C	0%
Calcium	15%	Iron	10%
Thiamin	20%	Riboflavin	8%
Niacin	10%	Folic Acid	8%

*Percent (%) Daily Values are based on a 2,000 calorie diet
Your daily values may be higher or lower based on your calorie needs.

	Calories	2,000	2,500
Total Fat	Less than	65g	80g
Saturated Fat	Less than	20g	25g
Cholesterol	Less than	300mg	300mg
Sodium	Less than	2,400mg	2,400mg
Total Carbohydrate		300g	375g
Dietary Fiber		25g	30g

Product Code
7259

GMA FOP LABELING:
PER 1 MUFFIN SERVING
(130 CALORIES) (0g SAT FAT / 0% DV) (200mg SODIUM / 8% DV) (1g SUGARS)

27g of WHOLE GRAIN per serving

WHOLE WHEAT FLOUR, WATER, WHEAT GLUTEN, CONTAINS 2% OR LESS OF THE FOLLOWING: HIGH FRUCTOSE CORN SYRUP, YEAST, WHITE RICE FLOUR, ENRICHED CORN FLOUR (DEGERMINATED YELLOW CORN FLOUR, REDUCED IRON, NIACIN, THIAMIN MONONITRATE, RIBOFLAVIN, FOLIC ACID), DEGERMINATED YELLOW CORN MEAL, PRESERVATIVES (CALCIUM PROPIONATE AND POTASSIUM SORBATE), SALT, CALCIUM SULFATE, WHEAT STARCH, SOYBEAN OIL, DEXTROSE, GUAR GUM, LACTIC ACID, MONO- AND DIGLYCERIDES, FUMARIC ACID, ETHOXYLATED MONO- AND DIGLYCERIDES, ACETIC ACID, SUCRALOSE, POTASSIUM IODATE, AZODICARBONAMIDE, CALCIUM PEROXIDE, ENZYMES, **SOY PROTEIN**.

13 OZ (369g) / PC# 7259 / Old Pkg # BT5-7259 / Oracle Pkg # BTUS05-03407-10 / KOSHER: KOF K PARVE / R12-041

BIMBO BAKERIES USA

Company Name:	Bimbo Bakeries USA 255 Business Center Drive Horsham, PA 19044
Product Name:	Bakers Touch 100% Whole Wheat English Muffins 6ct 13oz
UPC: Code:	71673-03407 7259

INGREDIENT STATEMENT

WHOLE WHEAT FLOUR, WATER, WHEAT GLUTEN, CONTAINS 2% OR LESS OF THE FOLLOWING: HIGH FRUCTOSE CORN SYRUP, YEAST, WHITE RICE FLOUR, ENRICHED CORN FLOUR (DEGERMINATED YELLOW CORN FLOUR, REDUCED IRON, NIACIN, THIAMIN MONONITRATE, RIBOFLAVIN, FOLIC ACID), DEGERMINATED YELLOW CORN MEAL, PRESERVATIVES (CALCIUM PROPIONATE AND POTASSIUM SORBATE), SALT, CALCIUM SULFATE, WHEAT STARCH, SOYBEAN OIL, DEXTROSE, GUAR GUM, LACTIC ACID, MONO- AND DIGLYCERIDES, FUMARIC ACID, ETHOXYLATED MONO- AND DIGLYCERIDES, ACETIC ACID, SUCRALOSE, POTASSIUM IODATE, AZODICARBONAMIDE, CALCIUM PEROXIDE, ENZYMES, **SOY PROTEIN**.

NUTRITION FACTS

Nutrition Facts

Serving Size 1 muffin (61g)
Servings Per Container 6
Calories 130
Calories from Fat 10

Amount/Serving	%DV
Total Fat 1g	2%
Saturated Fat 0g	0%
Trans Fat 0g	
Polyunsaturated Fat 0.5g	
Monounsaturated Fat 0g	
Cholesterol 0mg	0%
Sodium 200mg	8%

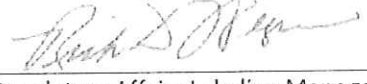
Amount/Serving	%DV
Total Carbohydrate 24g	8%
Dietary Fiber 4g	16%
Sugars 1g	
Protein 7g	

Vitamin A 0% • Vitamin C 0% • Calcium 15% • Iron 10%
Thiamin 20% • Riboflavin 8% • Niacin 10% • Folic Acid 8%

*Percent (%) Daily Values are based on a 2,000 calorie diet. Your daily values may be higher or lower depending on your calorie needs:

	Calories	2,000	2,500
Total Fat	Less than	65g	80g
Saturated Fat	Less than	20g	25g
Cholesterol	Less than	300mg	300mg
Sodium	Less than	2,400mg	2,400mg
Total Carbohydrate		300g	375g
Dietary Fiber		25g	30g

Calories per gram:
Fat 9 • Carbohydrate 4 • Protein 4

Serving Size	61 g
Total Weight Whole Grain Ingredients/ Serving (g)	27g
Weight of Primary Ingredient (g)	45g/100g
Weight of Primary Whole Grain Ingredient (g)	45g/100g
Does a serving size of the specified product provide a minimum of 1 Grain contribution towards a reimbursable meal based on 14.75grams?	YES
Specify the Grain contribution for 1 ready-to-eat (RTE) serving of product based on 14.75 grams (bread/grain credits)	1.75
Does a serving size of the specified product provide a minimum of 1 Grain contribution towards a reimbursable meal based on 16.0 grams?	YES
Specify the Grain contribution for 1 ready-to-eat (RTE) serving of product based on 16.0 grams (bread/grain credits)	1.50
% Whole Grains based on flour weight	100%
Name of company representative authorizing that the information provided is true and correct	Rick D Weger
Signature of company representative authorizing that the information provided is true and correct	
Title of company representative	Regulatory Affairs Labeling Manager
Email Address	rweger@mailbbu.com
Date	7/23/2012

Nutritional Label

71673-03767 CP 1
PB WHEAT STEAK ROLLS 6 CT 16 OZ

Product Code
2649

Nutrition Facts

Serving Size 1 roll (76g)
Servings Per Container 6

Amount Per Serving	
Calories 200	Calories from Fat 20
	% Daily Value*
Total Fat 2g	3%
Saturated Fat 0g	0%
Trans Fat 0g	
Polyunsaturated Fat 1g	
Monounsaturated Fat 0g	
Cholesterol 0mg	0%
Sodium 470mg	20%
Total Carbohydrate 39g	13%
Dietary Fiber 3g	12%
Sugars 4g	
Protein 7g	

Vitamin A	0%	Vitamin C	0%
Calcium	15%	Iron	10%
Thiamin	15%	Riboflavin	8%
Niacin	10%	Folic Acid	15%

*Percent (%) Daily Values are based on a 2,000 calorie diet. Your daily values may be higher or lower based on your calorie needs.

	Calories:	2,000	2,500
Total Fat	Less than	65g	80g
Saturated Fat	Less than	20g	25g
Cholesterol	Less than	300mg	300mg
Sodium	Less than	2,400mg	2,400mg
Total Carbohydrate		300g	375g
Dietary Fiber		25g	30g

GMA FOP LABELING :
PER 1 ROLL SERVING
(200 CALORIES) (0g SAT FAT / 0% DV) (470mg SODIUM / 20% DV) (4g SUGARS)

23g OF WHOLE GRAIN PER SERVING , MADE WITH WHOLE GRAIN

WHOLE WHEAT FLOUR , WATER, ENRICHED WHEAT FLOUR [FLOUR, MALTED BARLEY FLOUR, REDUCED IRON, NIACIN, THIAMIN MONONITRATE (VITAMIN B1), RIBOFLAVIN (VITAMIN B2), FOLIC ACID], HIGH FRUCTOSE CORN SYRUP, YEAST, SALT, SOYBEAN OIL, WHEAT GLUTEN, MONO- AND DIGLYCERIDES, CALCIUM PROPIONATE (PRESERVATIVE), CALCIUM SULFATE, DATEM, CITRIC ACID, POTASSIUM IODATE, SOY LECITHIN, SESAME SEEDS, SOY FLOUR.

1 LB (454g) / FDUS05-03767-10 / KOSHER: KOF K PARVE / R12-094

BIMBO BAKERIES USA

Company Name:	Bimbo Bakeries USA 255 Business Center Drive Horsham, PA 19044
Product Name:	Whole Grain Steak Rolls 6ct 16oz
UPC:	71673-03767
Code:	2649

INGREDIENT STATEMENT

WHOLE WHEAT FLOUR, WATER, ENRICHED WHEAT FLOUR [FLOUR, MALTED BARLEY FLOUR, REDUCED IRON, NIACIN, THIAMIN MONONITRATE (VITAMIN B1), RIBOFLAVIN (VITAMIN B2), FOLIC ACID], HIGH FRUCTOSE CORN SYRUP, YEAST, SALT, SOYBEAN OIL, WHEAT GLUTEN, MONO- AND DIGLYCERIDES, CALCIUM PROPIONATE (PRESERVATIVE), CALCIUM SULFATE, DATEM, CITRIC ACID, POTASSIUM IODATE, SOY LECITHIN, SESAME SEEDS, SOY FLOUR

NUTRITION FACTS

Nutrition Facts

Serving Size 1 roll (76g)
Servings Per Container 6
Calories 200
Calories from Fat 20

Amount/Serving	%DV
Total Fat 2g	3%
Saturated Fat 0g	0%
Trans Fat 0g	
Polyunsaturated Fat 1g	
Monounsaturated Fat 0g	
Cholesterol 0mg	0%
Sodium 470mg	20%

Amount/Serving	%DV
Total Carbohydrate 39g	13%
Dietary Fiber 3g	12%
Sugars 4g	
Protein 7g	

Vitamin A 0% • Vitamin C 0% • Calcium 15% • Iron 10%
Thiamin 15% • Riboflavin 8% • Niacin 10% • Folic Acid 15%

*Percent (%) Daily Values are based on a 2,000 calorie diet. Your daily values may be higher or lower depending on your calorie needs.

	Calories	2,000	2,500
Total Fat	Less than	65g	80g
Saturated Fat	Less than	20g	25g
Cholesterol	Less than	300mg	300mg
Sodium	Less than	2,400mg	2,400mg
Total Carbohydrate		300g	375g
Dietary Fiber		25g	30g

Calories per gram:
Fat 9 • Carbohydrate 4 • Protein 4

Serving Size	76 g
Total Weight of Creditable Grains Ingredients/ Serving (g)	44g
Total Weight Whole Grain Ingredients/ Serving (g)	23g
Weight of Primary Ingredient (g)	31g/100g
Weight of Primary Whole Grain Ingredient (g)	31g/100g
Does a serving size of the specified product provide a minimum of 1 Grain contribution towards a reimbursable meal based on 14.75grams?	YES
Specify the Grain contribution for 1 ready-to-eat (RTE) serving of product based on 14.75 grams (bread/grain credits)	3.0
Does a serving size of the specified product provide a minimum of 1 Grain contribution towards a reimbursable meal based on 16.0 grams?	YES
Specify the Grain contribution for 1 ready-to-eat (RTE) serving of product based on 16.0 grams (bread/grain credits)	2.75
% Whole Grains based on flour weight	51%
Name of company representative authorizing that the information provided is true and correct	Rick D Weger
Signature of company representative authorizing that the information provided is true and correct	
Title of company representative	Regulatory Affairs Labeling Manager
Email Address	rweger@mailbbu.com
Date	7/20/2012

Nutritional Label

71673-03765 STR 1
BAKER'S TOUCH PLAIN STEAK ROLL 6 CT 15 OZ

Product Code
3760

Nutrition Facts

Serving Size 1 roll (71g)
Servings Per Container 6

Amount Per Serving	
Calories 190	Calories from Fat 15
	% Daily Value
Total Fat 1.5g	2%
Saturated Fat 0g	0%
Trans Fat 0g	
Cholesterol 0mg	0%
Sodium 420mg	18%
Total Carbohydrate 38g	13%
Dietary Fiber 1g	4%
Sugars 3g	
Protein 6g	

Vitamin A	0%	Vitamin C	0%
Calcium	6%	Iron	10%
Thiamin	20%	Riboflavin	10%
Niacin	10%	Folic Acid	15%

*Percent (%) Daily Values are based on a 2,000 calorie diet. Your daily values may be higher or lower based on your calorie needs.

	Calories:	2,000	2,500
Total Fat	Less than	65g	80g
Saturated Fat	Less than	20g	25g
Cholesterol	Less than	300mg	300mg
Sodium	Less than	2,400mg	2,400mg
Total Carbohydrate		300g	375g
Dietary Fiber		25g	30g

ENRICHED **WHEAT FLOUR** [FLOUR, MALTED BARLEY FLOUR, REDUCED IRON, NIACIN, THIAMIN MONONITRATE (VITAMIN B1), RIBOFLAVIN (VITAMIN B2), FOLIC ACID], WATER, HIGH FRUCTOSE CORN SYRUP, YEAST, SALT, SOYBEAN OIL, WHEAT GLUTEN, MONOGLYCERIDES, CALCIUM PROPIONATE (PRESERVATIVE), CALCIUM SULFATE, DATEM, CITRIC ACID, GRAIN VINEGAR, POTASSIUM IODATE, **SOY LECITHIN**, SESAME SEEDS.

15 OZ (425g) / PC# 3760 / BTUS05-03765-10 / KOSHER: KOF K PARVE / R11-244

Nutritional Label

71673-03773 STR 1
PB WHOLE GRAIN 4" KAISER ROLLS 12 CT 24 OZ

Product Code
3242

Nutrition Facts

Serving Size 1 roll (57g)
Servings Per Container 12

Amount Per Serving	
Calories 160	Calories from Fat 15
	% Daily Value*
Total Fat 1.5g	2%
Saturated Fat 0g	0%
Trans Fat 0g	
Polyunsaturated Fat 0.5g	
Monounsaturated Fat 0g	
Cholesterol 0mg	0%
Sodium 300mg	13%
Total Carbohydrate 30g	10%
Dietary Fiber 3g	12%
Sugars 4g	
Protein 6g	

Vitamin A	0%	Vitamin C	0%
Calcium	10%	Iron	8%
Thiamin	10%	Riboflavin	6%
Niacin	10%	Folic Acid	10%

*Percent (%) Daily Values are based on a 2,000 calorie diet. Your daily values may be higher or lower based on your calorie needs.

	Calories:	2,000	2,500
Total Fat	Less than	65g	80g
Saturated Fat	Less than	20g	25g
Cholesterol	Less than	300mg	300mg
Sodium	Less than	2,400mg	2,400mg
Total Carbohydrate		300g	375g
Dietary Fiber		25g	30g

GMA FOP LABELING:
PER 1 ROLL SERVING
(160 CALORIES) (0g SAT FAT / 0% DV) (300mg SODIUM / 13% DV) (4g SUGARS)

17g OF WHOLE GRAIN PER SERVING, MADE WITH WHOLE GRAIN

WHOLE WHEAT FLOUR, ENRICHED WHEAT FLOUR [FLOUR, MALTED BARLEY FLOUR, REDUCED IRON, NIACIN, THIAMIN MONONITRATE (VITAMIN B1), RIBOFLAVIN (VITAMIN B2), FOLIC ACID], WATER, HIGH FRUCTOSE CORN SYRUP, YEAST, WHEAT GLUTEN, SOYBEAN OIL, SALT, MONO- AND DIGLYCERIDES, CORN FLOUR, CALCIUM PROPIONATE (PRESERVATIVE), DATEM, CALCIUM SULFATE, CITRIC ACID, SPICE & COLORING, SOY LECITHIN, NATURAL & ARTIFICIAL FLAVOR, POTASSIUM IODATE, SESAME SEEDS, **SOY FLOUR**.

1 LB 8 OZ (680g) / PC# 3242 / Pkg # FDUS05-03773-10 / KOSHER: KOF K PARVE / R12-094

BIMBO BAKERIES USA

Company Name:	Bimbo Bakeries USA 255 Business Center Drive Horsham, PA 19044
Product Name:	Whole Grain 4" Kaiser Rolls 12ct 24oz
UPC:	71673-03773
Code:	3242

INGREDIENT STATEMENT

WHOLE WHEAT FLOUR, ENRICHED WHEAT FLOUR [FLOUR, MALTED BARLEY FLOUR, REDUCED IRON, NIACIN, THIAMIN MONONITRATE (VITAMIN B1), RIBOFLAVIN (VITAMIN B2), FOLIC ACID], WATER, HIGH FRUCTOSE CORN SYRUP, YEAST, WHEAT GLUTEN, SOYBEAN OIL, SALT, MONO- AND DIGLYCERIDES, CORN FLOUR, CALCIUM PROPIONATE (PRESERVATIVE), DATEM, CALCIUM SULFATE, CITRIC ACID, SPICE & COLORING, SOY LECITHIN, NATURAL & ARTIFICIAL FLAVOR, POTASSIUM IODATE, SESAME SEEDS, SOY FLOUR..

NUTRITION FACTS

Nutrition Facts

Serving Size 1 roll (57g)
Servings Per Container 12
Calories 160
Calories from Fat 15

Amount/Serving	%DV
Total Fat 1.5g	2%
Saturated Fat 0g	0%
Trans Fat 0g	
Polyunsaturated Fat 0.5g	
Monounsaturated Fat 0g	
Cholesterol 0mg	0%
Sodium 300mg	13%

Amount/Serving	%DV
Total Carbohydrate 30g	10%
Dietary Fiber 3g	12%
Sugars 4g	
Protein 6g	

Vitamin A 0% • Vitamin C 0% • Calcium 10% • Iron 8%
Thiamin 10% • Riboflavin 6% • Niacin 10% • Folic Acid 10%

*Percent (%) Daily Values are based on a 2,000 calorie diet. Your daily values may be higher or lower depending on your calorie needs:

	Calories:	2,000	2,500
Total Fat	Less than	65g	80g
Saturated Fat	Less than	20g	25g
Cholesterol	Less than	300mg	300mg
Sodium	Less than	2,400mg	2,400mg
Total Carbohydrate		300g	375g
Dietary Fiber		25g	30g

Calories per gram:
Fat 9 • Carbohydrate 4 • Protein 4

Serving Size	57 g
Total Weight of Creditable Grains Ingredients/ Serving (g)	34g
Total Weight Whole Grain Ingredients/ Serving (g)	17g
Weight of Primary Ingredient (g)	30g/100g
Weight of Primary Whole Grain Ingredient (g)	30g/100g
Does a serving size of the specified product provide a minimum of 1 Grain contribution towards a reimbursable meal based on 14.75grams?	YES
Specify the Grain contribution for 1 ready-to-eat (RTE) serving of product based on 14.75 grams (bread/grain credits)	2.25
Does a serving size of the specified product provide a minimum of 1 Grain contribution towards a reimbursable meal based on 16.0 grams?	YES
Specify the Grain contribution for 1 ready-to-eat (RTE) serving of product based on 16.0 grams (bread/grain credits)	2.0
% Whole Grains based on flour weight	51%
Name of company representative authorizing that the information provided is true and correct	Rick D Weger
Signature of company representative authorizing that the information provided is true and correct	
Title of company representative	Regulatory Affairs Labeling Manager
Email Address	rweger@mailbbu.com
Date	7/20/2012

Nutritional Label

71673-03770 STR 1
BAKER'S TOUCH KAISER ROLLS 8 CT 18 OZ

Nutrition Facts

Serving Size 1 roll (64g)
Servings Per Container 8

Amount Per Serving	
Calories 190	Calories from Fat 25
	% Daily Value
Total Fat 2.5g	4%
Saturated Fat 0.5g	3%
Trans Fat 0g	
Cholesterol 0mg	0%
Sodium 330mg	14%
Total Carbohydrate 35g	12%
Dietary Fiber 1g	4%
Sugars 5g	
Protein 6g	

Vitamin A	0%	Vitamin C	0%
Calcium	6%	Iron	10%
Thiamin	20%	Riboflavin	10%
Niacin	10%	Folic Acid	15%

*Percent (%) Daily Values are based on a 2,000 calorie diet. Your daily values may be higher or lower based on your calorie needs.

	Calories	2,000	2,500
Total Fat	Less than	65g	80g
Saturated Fat	Less than	20g	25g
Cholesterol	Less than	300mg	300mg
Sodium	Less than	2,400mg	2,400mg
Total Carbohydrate		300g	375g
Dietary Fiber		25g	30g

Calories per gram:
Fat 9 * Carbohydrate 4 * Protein 4

Product Code
3770

ENRICHED **WHEAT FLOUR** [FLOUR, MALTED BARLEY FLOUR, REDUCED IRON, NIACIN, THIAMIN MONONITRATE (VITAMIN B1), RIBOFLAVIN (VITAMIN B2) FOLIC ACID], WATER, HIGH FRUCTOSE CORN SYRUP, YEAST, SOYBEAN AND/OR CANOLA OIL, WHEAT GLUTEN, CORNMEAL, SALT, MONO- AND DIGLYCERIDES, CORN FLOUR, CALCIUM PROPIONATE (PRESERVATIVE), DATEM, CALCIUM SULFATE, SPICE & COLORING, CITRIC ACID, SODIUM STEAROYL LACTYLATE, **SOY LECITHIN**, NATURAL & ARTIFICIAL FLAVOR, AZODICARBONAMIDE, ETHOXYLATED MONO- AND DIGLYCERIDES.

1 LB 2 OZ (510g) / PC# 3770 / BTUS05-03770-10 / KOSHER: KOF K PARVE / R10-267

Nutritional Label

71673-02118 STR 1
BAKER'S TOUCH BREAKAWAY WHEAT DINNER ROLLS 12 CT 14 OZ

Nutrition Facts

Serving Size 1 roll (33g)
Servings Per Container 12

Amount Per Serving	
Calories 90	Calories from Fat 10
	% Daily Value
Total Fat 1g	2%
Saturated Fat 0g	0%
Trans Fat 0g	
Polyunsaturated Fat 0g	
Monounsaturated Fat 0g	
Cholesterol 0mg	0%
Sodium 210mg	9%
Total Carbohydrate 16g	5%
Dietary Fiber 1g	4%
Sugars 2g	
Protein 3g	

Vitamin A	0%	Vitamin C	0%
Calcium	4%	Iron	4%
Thiamin	6%	Riboflavin	4%
Niacin	6%	Folic Acid	6%

*Percent (%) Daily Values are based on a 2,000 calorie diet. Your daily values may be higher or lower based on your calorie needs

	Calories:	2,000	2,500
Total Fat	Less than	65g	80g
Saturated Fat	Less than	20g	25g
Cholesterol	Less than	300mg	300mg
Sodium	Less than	2,400mg	2,400mg
Total Carbohydrate		300g	375g
Dietary Fiber		25g	30g

Product Code
7258

GMA FOP LABELING:
PER 1 BUN SERVING
(90 CALORIES) (0g SAT FAT / 0% DV) (210mg SODIUM / 9% DV) (2g SUGARS)

CLAIMS: MADE WITH WHOLE GRAIN, 10g WHOLE GRAIN PER SERVING

WHOLE WHEAT FLOUR, ENRICHED WHEAT FLOUR [FLOUR, MALTED BARLEY FLOUR, REDUCED IRON, NIACIN, THIAMIN MONONITRATE (VITAMIN B1), RIBOFLAVIN (VITAMIN B2), FOLIC ACID], WATER, HIGH FRUCTOSE CORN SYRUP, YEAST, WHEAT GLUTEN, SALT, SOYBEAN OIL, MONOGLYCERIDES, CALCIUM PROPIONATE (PRESERVATIVE), DATEM, CALCIUM SULFATE, CITRIC ACID, POTASSIUM IODATE, **SOY LECITHIN**.

14 OZ (397g) / Oracle Pkg # BTUS05-02118-10 / PC # 7258 / KOSHER: KOF K PARVE / R12-039

BIMBO BAKERIES USA

Company Name:	Bimbo Bakeries USA 255 Business Center Drive Horsham, PA 19044
Product Name:	Bakers Touch Wheat Dinner Rolls 12ct 14oz
UPC:	71673-02118
Code:	7258

INGREDIENT STATEMENT

WHOLE WHEAT FLOUR, ENRICHED WHEAT FLOUR [FLOUR, MALTED BARLEY FLOUR, REDUCED IRON, NIACIN, THIAMIN MONONITRATE (VITAMIN B1), RIBOFLAVIN (VITAMIN B2) FOLIC ACID], WATER, HIGH FRUCTOSE CORN SYRUP, YEAST, WHEAT GLUTEN, SALT, SOYBEAN OIL, MONOGLYCERIDES, CALCIUM PROPIONATE (PRESERVATIVE), DATEM, CALCIUM SULFATE, CITRIC ACID, POTASSIUM IODATE, SOY LECITHIN.

NUTRITION FACTS

Nutrition Facts

Serving Size 1 roll (33g)
Servings Per Container 12
Calories 90
Calories from Fat 10

Amount/Serving	%DV
Total Fat 1 g	2%
Saturated Fat 0 g	0%
Trans Fat 0 g	
Polyunsaturated Fat 0 g	
Monounsaturated Fat 0 g	
Cholesterol 0 mg	0%
Sodium 210 mg	9%

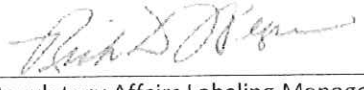
Amount/Serving	%DV
Total Carbohydrate 16 g	5%
Dietary Fiber 1 g	4%
Sugars 2 g	
Protein 3 g	

Vitamin A 0% • Vitamin C 0% • Calcium 4% • Iron 4% • Thiamin 6%
Riboflavin 4% • Niacin 6% • Folic Acid 6%

*Percent (%) Daily Values are based on a 2,000 calorie diet. Your daily values may be higher or lower depending on your calorie needs:

	Calories	2,000	2,500
Total Fat	Less than	65g	80g
Saturated Fat	Less than	20g	25g
Cholesterol	Less than	300mg	300mg
Sodium	Less than	2,400mg	2,400mg
Total Carbohydrate		300g	375g
Dietary Fiber		25g	30g

Calories per gram:
Fat 9 • Carbohydrate 4 • Protein 4

Serving Size	33 g
Total Weight of Creditable Grains Ingredients/ Serving (g)	19g
Total Weight Whole Grain Ingredients/ Serving (g)	10g
Weight of Primary Ingredient (g)	30g/100g
Weight of Primary Whole Grain Ingredient (g)	30g/100g
Does a serving size of the specified product provide a minimum of 1 Grain contribution towards a reimbursable meal based on 14.75grams?	YES
Specify the Grain contribution for 1 ready-to-eat (RTE) serving of product based on 14.75 grams (bread/grain credits)	1.25
Does a serving size of the specified product provide a minimum of 1 Grain contribution towards a reimbursable meal based on 16.0 grams?	YES
Specify the Grain contribution for 1 ready-to-eat (RTE) serving of product based on 16.0 grams (bread/grain credits)	1.0
% Whole Grains based on flour weight	52%
Name of company representative authorizing that the information provided is true and correct	Rick D Weger
Signature of company representative authorizing that the information provided is true and correct	
Title of company representative	Regulatory Affairs Labeling Manager
Email Address	rweger@mailbbu.com
Date	7/20/2012

RFQ No. DBS131087

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (*W. Va. Code* §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Bimbo Foods, Inc.

Authorized Signature: _____ Date: 5/16/13

State of Pennsylvania

County of Dauphin, to-wit:

Taken, subscribed, and sworn to before me this 16 day of May, 2013

My Commission expires May 20, 2014.

AFFIX SEAL HERE

NOTARY PUBLIC Jill E. Hertzler

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Jill E. Hertzler, Notary Public
Upper Allen Twp., Cumberland County
My Commission Expires May 20, 2014
Member, Pennsylvania Association of Notaries

CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

Bimbo Foods, Inc.
(Company)

(Authorized Signature)

Raymond Piovesan, Fd Svc Mgr.
(Representative Name, Title)

800-220-2867 717-564-1581
(Phone Number) (Fax Number)

May 16, 2013
(Date)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: DBS131087

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:
(Check the box next to each addendum received)

[ ] Addendum No. 1	[ ] Addendum No. 6
[ ] Addendum No. 2	[ ] Addendum No. 7
[ ] Addendum No. 3	[ ] Addendum No. 8
[ ] Addendum No. 4	[ ] Addendum No. 9
[ ] Addendum No. 5	[ ] Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Bimbo Foods, Inc.
Company

Authorized Signature

May 14, 2013
Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.