



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

Request for Quotation

| |
|------------|
| RFQ NUMBER |
| AGR0909 |

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|------|
| PAGE |
| 1 |

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|---|
| ADDRESS CORRESPONDENCE TO ATTENTION OF: |
| RON PRICE 304-558-0492 |

VENDOR

*601153031 651-481-2364
 LAND O LAKES INC
 PO BOX 64101 MS 3015

 ST PAUL MN 55164-0101

SHIP TO

DEPARTMENT OF AGRICULTURE
 ADMINISTRATIVE SERVICES
 BUILDING 2, ROOM 106
 4720 BRENDA LANE
 CHARLESTON, WV
 25312 304-558-2221

| | | | | |
|--------------|---------------|----------|--------|---------------|
| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
| 02/18/2009 | Net 30 | | | |

BID OPENING DATE: 03/10/2009 BID OPENING TIME 01:30PM

| LINE | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
|---|----------|-----|--------|-------------|------------|--------|
| 0001 | 1 | LS | | 390-07 | | |
| USDA COMMODITY CHEDDAR CHEESE OPEN END CONTRACT CONTRACT FOR PROCESSING USDA COMMODITY CHEDDAR CHEESE INTO SAUCE AND OTHER CHEESE PRODUCTS SPECIFICATIONS ATTACHED PRICE ADJUSTMENTS WILL BE CONSIDERED AT TIME OF RENEWAL IN ACCORDANCE WITH THE FOLLOWING: PRICE ADJUSTMENT PROVISION: THE STATE OF WEST VIRGINIA WILL CONSIDER BIDS THAT CONTAIN PROVISIONS FOR PRICE ADJUSTMENTS PRIOR TO THE ORIGINAL EXPIRATION OF THE CONTRACT, PROVIDED THAT SUCH PRICE ADJUSTMENT COVERS BOTH UPWARD AND DOWNWARD MOVEMENT OF THE COMMODITY PRICE, AND THAT ADJUSTMENT IS BASED ON THE "PASS THROUGH" INCREASE OR DECREASE OF RAW MATERIALS AND/OR LABOR, WHICH MAKE UP ALL OR A SUBSTANTIAL PART OF A PRODUCT. ADJUSTMENTS ARE TO BE BASED UPON AN ACTUAL DOLLAR FIGURE, NOT A PERCENTAGE. ALL PRICE ADJUSTMENT REQUESTS MUST BE SUBSTANTIATED IN A MANNER ACCEPTABLE TO THE DIRECTOR PURCHASING, E.G. GOVERNMENTAL BENCH MARKS, GENERAL MARKET INCREASE, PUBLISHED PRICE LISTS. SUCH REQUESTS FOR AND INCREASE SHOULD BE RECEIVED IN WRITING BY THE DIRECTOR OF PURCHASING AT LEAST 30 DAYS IN ADVANCE OF THE EFFECTIVE DATE OF THE INCREASE. ANY TIME THE VENDOR REQUESTS A PRICE ADJUSTMENT, THE PURCHASING DIVISION MAY EITHER ACCEPT THE PRICE ADJUSTMENT AND AMEND THE CONTRACT | | | | | | |

RECEIVED
 2009 MAR -9 AM 9:58
 WV PURCHASING DIVISION

| | | | |
|---|--------------|-----------------------------------|--|
| SEE REVERSE SIDE FOR TERMS AND CONDITIONS | | | |
| SIGNATURE | TELEPHONE | DATE | |
| <i>[Signature]</i> | 715-822-2700 | 3/5/09 | |
| TITLE | FEIN | ADDRESS CHANGES TO BE NOTED ABOVE | |
| School Bid Specialist | 41-036514S | | |

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

**GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



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

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BID OPENING DATE: **03/10/2009** BID OPENING TIME **01:30PM**

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|---|----------|-----|----------|-------------|------------|--------|
| <p>ACCORDINGLY OR REJECT THE ADJUSTMENT IN ITS ENTIRETY AND CANCEL THE CONTRACT.</p> <p style="text-align: center;">NOTICE <i>unreadable</i></p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="margin-left: 40px;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: RP-41</p> <p>RFQ. NO.: AGR0909</p> <p>BID OPENING DATE: 03/10/09</p> <p>BID OPENING TIME: 1:30PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>-----</p> | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

| | | |
|------------------------------------|-------------------------------|-----------------------------------|
| SIGNATURE <i>Tan Jol</i> | TELEPHONE 715-822-2700 | DATE 3/5/09 |
| TITLE School Bid Specialist | FEIN 41-0365145 | ADDRESS CHANGES TO BE NOTED ABOVE |

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



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|---|----------|-----|---------|-------------|------------|--------|
| CONTACT PERSON (PLEASE PRINT CLEARLY): | | | | | | |
| ----- Tami Johnson ----- | | | | | | |
| ***** THIS IS THE END OF RFQ AGR0909 ***** TOTAL: _____ | | | | | | |

| | | | |
|---|--------------|-----------------------------------|--|
| SEE REVERSE SIDE FOR TERMS AND CONDITIONS | | | |
| SIGNATURE | TELEPHONE | DATE | |
| Tami Johnson | 715-822-2700 | 3/5/09 | |
| TITLE | FEIN | ADDRESS CHANGES TO BE NOTED ABOVE | |
| School Bid Specialist | 41-0365145 | | |

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

To establish an agreement between the West Virginia Department of Agriculture Donated Foods Program and a processing firm to produce cheddar cheese products using USDA Commodity B049 – CHEDDAR CHEESE

SPECIAL PROVISIONS FOR THE PROCESSING OF CHEESE:

1. CONTRACT/AGREEMENT REQUIREMENTS

The processor must comply with and abide by all specifications, qualifiers, terms, and conditions as set forth in this Invitation to Bid, including all attachments (hereinafter referred to collectively as “The Bid Package”).

The Bid Package will provide the framework for the processing of cheddar cheese into processed cheddar cheese products for use and consumption by West Virginia Schools and other authorized recipient agencies in the State of West Virginia.

Any processing company submitting a completed Bid Package under this Invitation must have an approved National Processing Agreement in place with USDA for the time period covered by this Invitation and any subsequent agreement(s) with the State of West Virginia. The contractual obligations under which a Processor may utilize USDA Commodities to manufacture and deliver specified end product(s) to the WV Department of Agriculture Food Distribution Program to ensure the return of quantity, quality, and value of such commodities is set forth in the National Processing Agreement and also in the State Participation Agreement, Bid Specifications and all other attachments included in this Bid Package.

1a. CONTRACT PERIOD:

The State Participation Agreement shall be valid for a one (1) year period from July 01, 2009, through June 30, 2010.

2. PRODUCT FORMULA:

Processor is to include the raw batch formula for all processed end products under this Agreement, listing the name and quantity of each ingredient contained in the batch recipe. Flavorings and seasonings may be given as an aggregate quantity.

A NUTRITIONAL ANALYSIS OF FINISHED PRODUCTS SHOULD BE PROVIDED WITH THIS BID PACKAGE. THE ANALYSIS IS TO INCLUDE THE AMOUNTS OF SODIUM, THE AMOUNTS OF SATURATED FAT, MONOSATURATED FAT, POLYSATURATED FAT; AND THE AMOUNT OF THEIR PERCENT OF CALORIES, TOTAL FAT GRAMS AND TOTAL CALORIES PER SERVING. ALSO, INFORMATION REGARDING COOKING/PREPARATION, HANDLING AND STORAGE SHOULD BE SUBMITTED. ANY BID PACKAGE SUBMITTED WITHOUT AN ADEQUATE AND COMPLETE NUTRITIONAL ANALYSIS AND THE OTHER OUTLINED INFORMATION MAY BE CONSIDERED DISQUALIFIED AND INVALID AND, THEREFORE, NOT BE AWARDED AN AGREEMENT.

3. SAMPLES:

The WV Department of Agriculture Food Distribution Program requests bidding processors submit samples of each item for testing purposes PRIOR TO THE DAY OF THE BID OPENING.

SAMPLES SUBMITTED SHOULD BE IN SUFFICIENT QUANTITY TO PERMIT EVALUATION BY A MINIMUM OF TWENTY (20) PEOPLE. SAMPLES SHOULD BE CLEARLY MARKED WITH APPROPRIATE PRODUCT NAMES AND CODES IDENTICAL TO THOSE ON SUBMITTED END PRODUCT DATA SCHEDULES.

Samples shall be submitted without charge PRIOR TO the BID OPENING DATE to:

WV Department of Agriculture
Food Distribution Program
908 Bullitt Street
Charleston, WV 25301

4. END PRODUCT DATA SCHEDULE (EPDS):

End Product Data Schedule (EPDS) forms and/or a Summary End Product Data Schedule (SEPDS) form with all applicable columns completed must be submitted for each end product and returned as part of the completed bid package.

ALL PRICING SUBMITTED ON EPDSs and/or SEPDSs and/or OTHERWISE SUBMITTED AS PART OF THE BID PACKAGE MUST BE THE ACTUAL MAXIMUM PRICE YOU WILL CHARGE WEST VIRGINIA FOR THE DURATION OF THIS AGREEMENT, NOT NATIONAL PRICES. ADDITIONALLY, ALL PRICES MUST BE BASED ON 100% YIELD ON A FEE-FOR-SERVICE BASIS. ALL EPDSs AND SEPDSs SHOULD BE ASCRIBED WITH ORIGINAL SIGNATURES IN BLUE INK. NEITHER ELECTRONIC NOR STAMPED SIGNATURES CAN BE ACCEPTED.

5. PRICE:

In addition to the pricing requirements outlined above in Number 4, prices quoted shall be firm for the duration of the Agreement. Prices must be based on "100% Yield" and shall be calculated on a "Fee-for-Service" basis.

6. SPECIFICATIONS:

The commodities processed in conjunction with this Agreement shall adhere to the specifications marked as ATTACHMENT A.

7. PACKAGING AND LABELING:

The finished end products are to be packaged and shipped under the proper conditions recognized by the industry to ensure the return of a quality finished product free from damage and deformity upon delivery and as may otherwise be set forth in Attachment A - Specifications.

Packaging descriptions submitted and therefore agreed to by Processor (i.e. stated case sizes) shall be firm for the duration of this Agreement.

7a. CONTAINER AND MARKING SPECIFICATIONS:

Packaged end-products shall be packed in good commercial fiberboard shipping containers which are acceptable by common or other carrier for safe transportation to point of destination specified in shipping instructions and shall be of a size to accommodate the products without slack filling or bulging. The container shall be securely sealed by gluing, or closed by use of a filament reinforced freezer-type tape, or Scotch Brand No. 3523 Cold Temperature Polyester Film Packaging Tape or its equal, or nonmetallic strapping having a heat-sealed or comparable friction weld joint. Staples and/or steel or wire straps shall not be used as closure for the container.

ALL PRODUCTS MUST BE PACKED IN CONTAINERS CAPABLE OF BEING STACKED FOR PALLETIZING AND/OR WAREHOUSING.

All packing and packing materials shall be new, clean, sanitary, and shall not impart objectionable odors or flavors to the product and shall be approved for use in contact with food products. Marking material shall be water fast, non-smearing, and of a color contrasting with the color of the container.

Each shipping container shall be legibly initialed, stamped, or labeled to show:

- A. The net weight.
- B. USDA inspection marks and plant number and name, and location of processor. Each container shall bear required labeling, USDA contract compliance stamp and certificate number.
- C. Date of Manufacture-Processing.
- E. Ingredient statement by order of predominance.
- F. The appropriate CN LABEL is to be affixed to each case and a copy of same CN LABEL attached to the EPDS. The CN LABEL identification number assigned by FNS is to be clearly shown.
- G. The proper recommended storage instructions.

8. DELIVERY:

The Processor agrees to process, produce and deliver the end products in truckload lots to a warehouse located (in or near Charleston) in West Virginia; so specified upon the order of the West Virginia Department of Agriculture.

Delivery quantities will be determined by the WV Department of Agriculture Food Distribution Program. The processor will be responsible for the delivery of the end product, undamaged, unspoiled, and fit for human consumption.

9. SHIPPING TERMS:

All freight charges must be included in the bid price and all product must be shipped F.O.B. destination.

10. QUANTITY:

The quantity of cheddar cheese made available to West Virginia will vary according to commodity

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availability and USDA policy. The WV Department of Agriculture Food Distribution Program shall be the final authority with regard to the total quantity of USDA commodities allocated for processing under this agreement.

11. PICK-UP:

From time to time commodities may have to be picked up for processing. In an instance of that unlikely event; the pick up point will be designated by the WV Department of Agriculture Food Distribution Program and will most usually be the Food Distribution warehouse in or near Charleston, WV. The cost of transportation to the processing plant may be added to the price of the finished end product (on a \$ per lb. processed product basis). Written permission from the WV Department of Agriculture Food Distribution Program is required for backhauling from Recipient Agencies.

12. ACCOUNTABILITY AND RECORDS:

The successful bidding processor shall be required to establish and maintain perpetual inventories and control of all commodities received for processing, performance and production records and other reporting systems as may be required by state and federal regulations.

13. PROCESSING AGREEMENT:

In addition to an approved National Processing Agreement with USDA, the successful bidding processor shall be required to execute a standard State Participation Agreement with the West Virginia Department of Agriculture, Food Distribution Program. The attached State Participation Agreement (ATTACHMENT B) must be fully executed in BLUE INK by bidding processor and returned as part of the completed bid package. Upon award, the State Participation Agreement executed by the successful bidding processor will be further executed in full by the appropriate Food Distribution Program personnel and become, at that time, in full force and effect. A copy of the fully executed State Participation Agreement will be sent to the successful bidding processor for processor's records.

13a. BASIS OF AWARD:

The West Virginia Purchasing Division shall award the contract to the lowest responsible bidder(s) who meets the requirements of the INVITATION TO BID, and who is considered best able to serve the interests of the State of West Virginia.

14. LIFE OF CONTRACT:

This contract is to become effective on July 01, 2009 and extend for a period of one year. The vendor may terminate this contract for any reason upon giving the Director of the WV Department of Agriculture Food Distribution Program and the Director of the Purchasing Division thirty (30) days written notice.

This contract may be declared immediately terminated at the option of the Director of the WV Department of Agriculture Food Distribution Program and/or the Director of the Purchasing Division if this contract and/or any of its terms, conditions, or covenants are not complied with by the Processor, or if any right thereunder in favor of the WV Department of Agriculture Food Distribution Program is threatened or jeopardized by processor or his agent.

This contract may be terminated by the agency only upon the return delivery of unencumbered and/or unobligated food and/or funds to the WV Department of Agriculture Food Distribution Program. In the event of termination due to non-compliance with the terms of this contract, or at the request of the Processor, transportation costs for the return of USDA commodities shall be borne by Processor.

Processor shall not assign and/or delegate any of the duties and/or responsibilities to process food products under this Agreement to any party, either by way of a subcontract or any other arrangement, without first having received the prior written consent of the WV Department of Agriculture Food Distribution Program.

Unless specific provisions are stipulated elsewhere in this contract-agreement document, the terms, conditions, and pricing set herein are firm for the life of the contract.

15. RENEWAL:

June 30, 2010 is to be the expiration date of the contract-agreement. The contract may be extended for two 1-year periods. Any changes to date must be updated before any contract extension is granted including, but not limited to, pricing, yield, and the signature page.

16. LETTERS OF REFERENCE:

Bidding processors should provide **three (3) business references** with the completed bid package. These references will consist of current or previous customers and should include: the name of the company/agency, the most current mailing address and telephone number, and the name of at least one contact person.

17. BILLING:

The successful bidding processor is required to "Bill as Shipped" to the ordering agency.

18. PAYMENT:

The West Virginia Department of Agriculture Food Distribution Program will authorize and process for payment each invoice within thirty (30) days after the date of receipt.

FOR CHEDDAR CHEESE PRODUCTS**1. END PRODUCT INFORMATION**

The following are the cheddar cheese products being solicited. These cheddar cheese products may contain no more than 8 g of fat per 1 oz, no more than 630 mg of sodium per serving, and 0 trans fats.

- #10 Can Cheddar Cheese Sauce (approximate 3 oz. serving)
- #10 Can Mild Jalapeno/Nacho Cheese Sauce (approximate 3 oz. serving)
- Individually Wrapped Colby Jack Cheese Portions (approximate 1 oz. serving)
- Individually Wrapped Reduced Fat Colby Jack Cheese Portions (approximate 1 oz. serving)
- Individually Wrapped Mozzarella String Cheese (approximate 1 oz. serving)
- Individually Wrapped Light Mozzarella String Cheese (approximate 1 oz. serving)

2. GENERAL REQUIREMENTS

- CN Labels are required
- No MSG, artificial flavorings, colorings and/or preservatives
- Cases should have a gross weight of no more than 30 lbs.
- Each individual item is to be packaged in such a way that will prevent sticking together when frozen
- All frozen products are to be delivered at 0° F to -10° F and must show no signs of refreezing, thawing or freezer burn.

3. PRODUCT STANDARDS

- All products covered under this Agreement shall be formulated, manufactured, handled, stored, packaged, and shipped in compliance with the regulations and guidelines of the State of West Virginia, the United States Department of Agriculture, the Federal Food, Drug and Cosmetic Act, and all pertinent sections of the Code of Federal Regulations which govern Food Distribution and the National School Lunch Program, as well as Industry standards related to products for Food Distribution and the National School Lunch Program.
- Any end product not meeting the fabrication, formulation, and/or packaging requirements will be rejected by the WV Food Distribution Program and returned to Processor at Processor's expense.

**NATIONAL MASTER PROCESSING AGREEMENT
STATE PARTICIPATION AGREEMENT**

This Agreement is subject to the terms and conditions set forth in the National Master Processing Agreement made by and between the U.S. Department of Agriculture, Food and Nutrition Service and Land O'Lakes (Processor).

| | |
|---|---|
| State Distributing Agency <u>WV Department of Agriculture, Donated Foods Program</u> | Processor <u>Land O'Lakes</u> |
| Name <u>Darrell Carter</u> | Name <u>Tami Johnson</u> |
| Title <u>Program Director</u> | Title <u>School Bid Coordinator</u> |
| Address <u>908 Bullitt Street</u> | Address <u>1200 County Rd. F West</u> |
| City, State, Zip <u>Charleston, WV, 25301</u> | City, State, Zip <u>Arden Hills, MN 55112</u> |
| Contact <u>Darrell Carter</u> | Contact <u>Tami Johnson</u> |
| Phone <u>304-558-0573</u> | Phone <u>715-822-2700</u> |
| Fax <u>304-558-2105</u> | Fax <u>715-822-4001</u> |
| E-mail <u>dcarter@ag.state.wv.us</u> | E-mail <u>tsjohnson@landolakes.com</u> |
| Web Address <u>www.state.wv.us/admin/purchase/vrc</u> | Web Address <u>schoolunch.landolakesinc.com</u> |
| Signature _____ | Signature <u>Tami Johnson</u> |
| Date _____ | Date <u>3/5/09</u> |

Period of Agreement: This Agreement shall become effective on JULY 1, 2009 and will terminate on JUNE 30, 2010.

- Value Pass Through Systems.** State Agency will indicate which value pass through systems are acceptable in their State. Processor will indicate which value pass through systems they desire to use in the State and have been approved by USDA in the NMPA (National Master Processing Agreement).

| Permitted By State | Value Pass Through System | Selected by Processor |
|---|---|-----------------------|
| | Direct Discount | |
| | Refund | |
| | Indirect Discount (net off invoice)* | |
| | Alternate Value Pass Thru System * (requires FNS approval) | |
| THIS IS THE ONLY VPT ALLOWED IN WV | Fee for Service – billed by processor | X |
| | Fee for Service – billed by distributor | |

*Sales Verification Required

If sales verification is required, check one:

- State delegates sales verification to the processor
 [According to 250.19 (2)(vi) (C) states must review the processor's findings and select a random sub-sample of at least 10% of all sales verified by the processor and reverify the sales by re-contacting the RA]

Processor should submit their Sales Verification Plan to the State Agency.

- State will conduct sales verification

2. **Summary End Product Data Schedules (SEPDS).** Processor will submit SEPDS to State with the completed State Participation Agreement. The SEPDS contains summary information from approved EPDS and a master SEPDS approved by USDA. Processor may select specific EPDS for processing in a given state. The state also has the option to accept or reject individual products listed on the SEPDS, and in the case of multiple commodities available for processing, may accept or reject certain commodities for processing. Note: the case weight listed on the SEPDS **MUST** match the label on the finished case.

SUMMARY END PRODUCT DATA SCHEDULES SUBMITTED WITH THIS BID PACKAGE MUST INCLUDE MAXIMUM PRICES WHICH WILL BE CHARGED TO WEST VIRGINIA FOR THE DURATION OF THE AGREEMENT (IF AN AGREEMENT IS AWARDED)

3. **CN Labeling.** Products, which contribute toward the school meal pattern requirements, may qualify for CN labeling. State should check those that apply.

CN Labeling is optional. Recipient agencies may request CN labeled products.

CN Labeling is required, if applicable for the processed product.

Submit CN labels with SEPDS.

4. **Nutritional Information.** Recipient agencies need nutritional information to comply with USDA regulations. Please check those that apply:

Processor must provide nutrition information to RA upon request.

Processor's nutrition information has been submitted to USDA Database

Processor's nutrition information is available on their web site.

_____ (Provide the web address)

Processor must submit nutrition information with the SEPDS

5. By products. If by products are produced, describe method of valuation and credit.

6. Backhauling of DF. If backhauling is permitted, processor must notify the State before backhauling products. Please check those that apply.

State permits backhauling Yes No

Backhauling permitted from State Warehouse School District

State requires attached form for requesting approval to backhaul Yes No

~~7. List of Eligible Recipient Agencies. State will provide a list of eligible recipient agencies to the processor upon State approval of the State Participation Agreement.~~

COMMODITIES IN WEST VIRGINIA ARE PURCHASED AND DISTRIBUTED DIRECTLY BY THE STATE DISTRIBUTING AGENCY.

8. Special Instructions for Delivery of End Product to Designated Delivery Locations:

ALL INSTRUCTIONS AND PROVISIONS OF THE INVITATION TO BID AND ATTACHMENT A – SPECIFICATIONS ARE BY REFERENCE INCORPORATED HEREIN

9. Additional State Requirements.

AS OUTLINED UNDER NUMBER 1 ABOVE, THE ONLY VALUE-PASS-THROUGH SYSTEM CURRENTLY ALLOWED BY WV IS FEE-FOR-SERVICE BILLED BY PROCESSOR

AS OUTLINED UNDER NUMBER 2 ABOVE, SUMMARY END PRODUCT DATA SCHEDULES SUBMITTED WITH THIS BID PACKAGE MUST INCLUDE MAXIMUM PRICES WHICH WILL BE CHARGED TO WEST VIRGINIA FOR THE DURATION OF THE AGREEMENT (IF AN AGREEMENT IS AWARDED)

ALL PROVISIONS OF THE INVITATION TO BID AND ATTACHMENT A – SPECIFICATIONS ARE BY REFERENCE INCORPORATED HEREIN

Land O'Lakes, Inc.



References

Los Angeles USD

Tino Torres
Materiel Management Branch
Los Angeles USD
8525 Rex Road
Pico Rivera, CA 90660
TEL: 562-654-9398
FAX: 562-654-9017

CCStar Coop C/O Pueblo D-60

Jill Kidd, Director
1902 Montezuma Rd
Pueblo, CO 81003
719-549-7202

jkidd@pueblo60.k12.co.us

Dallas ISD

Lynne Forrester
8900 Old Hickory Trail
Dallas, TX 75237
214-932-5534
214-932-5556 fax
lforrest@dallasisd.org

Changes take effect
July 1, 2009!

STICK TO IT!

We're making our individual cheese portions even better for the 2009-2010 School Year!

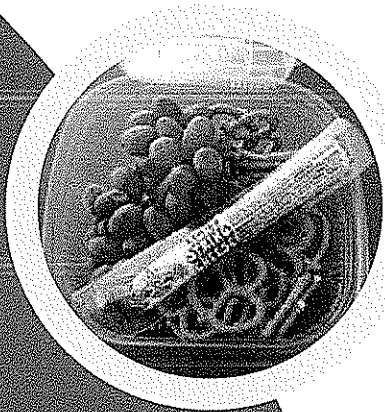


FEATURES

- 168 count pack
- Stick shape
- Peel-apart packaging
- UPC on packaging

BENEFITS

- More servings per case means fewer cases per order.
- Kid friendly form appeals to students.
- Easier to open for small hands.
- Easy to scan for retail settings.



Same great taste you expect from the Dairy Specialist.

| DESCRIPTION | CURRENT ITEM NUMBER | CURRENT CASE PACK | NEW ITEM NUMBER | NEW CASE PACK |
|--|------------------------|----------------------|--------------------|--------------------|
| Co-Jack® Portions | 44805 | 100/1 oz (6.25 lb) | 44877 | 168/1 oz (10.5 lb) |
| Reduced Fat Co-Jack® Portions | 44804 | 100/1 oz (6.25 lb) | 44878 | 168/1 oz (10.5 lb) |
| Mild Cheddar Portions | 44803 | 100/1 oz (6.25 lb) | 44879 | 168/1 oz (10.5 lb) |
| Reduced Fat Mild Cheddar Cheese Portions | 44802 | 100/1 oz (6.25 lb) | 44881 | 168/1 oz (10.5 lb) |
| Mozzarella String Cheese | 59701 | 160/1 oz (10.0 lb) | 59701 | 168/1 oz (10.5 lb) |
| Light Mozzarella String Cheese | 59703 | 160/1 oz (10.0 lb) | 59703 | 168/1 oz (10.5 lb) |

Note — The Item Code Numbers for Mozzarella String Cheese and Light Mozzarella String Cheese will not change with the new pack size.

See your Land O'Lakes sales representative or call us at
1-800-898-8113 to learn how to order these or any
Land O'Lakes School Foodservice products today!

www.schoollunch.landolakesinc.com



SEPDS A

SUMMARY END PRODUCT DATA SCHEDULE

National Summary
(EPDS approved by USDA)

State Summary
(EPDS approved by state agency)

THIS IS AN ORIGINAL SUMMARY SCHEDULE UNLESS CHECKED BELOW:

- Reflects Change in Formulation (*italic*)
- Additional Products Listed
- Correction/Revision

VALUE PASS THROUGH SYSTEMS APPROVED:

- Direct Sale
- Refund to Recipient Agency
- Net Price Through Distributor
- Fee for Service (billed by Processor)
- Fee for Service (billed by Distributor)

Information Certified as Accurate from Approved EPDS (requires signature from agency that approved EPDS)

| End Product Code & Description | Net Weight Per Case | Servings Per Case | Net Weight per Serving | Donated Food (Use commodity code and short title) | DF Inventory Drawdown per case | By Products Produced* | Value per pound of DF | Value of DF per case (F x H) | Effective Date | Certified by State Agency | |
|--|---------------------|-------------------|------------------------|---|--------------------------------|-----------------------|-----------------------|------------------------------|----------------|---------------------------|--------------------------|
| | | | | | | | | | | A | B |
| 00301 Alpine Lace® Reduced Fat Swiss Cheese Loaf | 14.00 | 448 | 0.50 | B049 CHEESE BARREL 500 | 14.00 | No | \$1.6376 | \$22.93 | | | <input type="checkbox"/> |
| 00405 Alpine Lace® Read-Pac® Reduced Fat Sliced Swiss | 12.00 | 384 | 0.50 | B049 CHEESE BARREL 500 | 12.00 | No | \$1.6376 | \$19.65 | | | <input type="checkbox"/> |
| 39927 Ultimate Cheddar™ Cheese Dip Cup | 26.25 | 140 | 3.00 | B049 CHEESE BARREL 500 | 8.92 | No | \$1.6376 | \$14.61 | | | <input type="checkbox"/> |
| 39929 Mucho Queso™ Jalapeno Cheese Dip Cup | 26.25 | 140 | 3.00 | B049 CHEESE BARREL 500 | 8.92 | No | \$1.6376 | \$14.61 | | | <input type="checkbox"/> |
| 39930 Ultimate Cheddar™ Cheese Sauce Pouch | 39.75 | 212 | 3.00 | B049 CHEESE BARREL 500 | 13.50 | No | \$1.6376 | \$22.11 | | | <input type="checkbox"/> |
| 39932 Mucho Queso™ Jalapeno Cheese Sauce Pouch | 39.75 | 212 | 3.00 | B049 CHEESE BARREL 500 | 13.50 | No | \$1.6376 | \$22.11 | | | <input type="checkbox"/> |
| 41698 Shredded Mozzarella Cheese LMPS | 20.00 | 320 | 1.00 | B049 CHEESE BARREL 500 | 19.80 | No | \$1.6376 | \$32.42 | | | <input type="checkbox"/> |
| 41725 Shredded Sharp American Cheese | 20.00 | 640 | 0.50 | B049 CHEESE BARREL 500 | 16.16 | No | \$1.6376 | \$26.46 | | | <input type="checkbox"/> |
| 41728 Shredded Reduced Fat Pasteurized Process American Cheese | 20.00 | 640 | 0.50 | B049 CHEESE BARREL 500 | 15.50 | No | \$1.6376 | \$25.38 | | | <input type="checkbox"/> |
| 41749 Shredded Mild Cheddar Cheese | 20.00 | 640 | 0.50 | B049 CHEESE BARREL 500 | 19.96 | No | \$1.6376 | \$32.69 | | | <input type="checkbox"/> |
| 43211 American Cheese Roll | 21.60 | 144 | 2.40 | B049 CHEESE BARREL 500 | 7.76 | No | \$1.6376 | \$12.71 | | | <input type="checkbox"/> |
| 43241 Zesty Cheese Roll | 21.60 | 144 | 2.40 | B049 CHEESE BARREL 500 | 7.76 | No | \$1.6376 | \$12.71 | | | <input type="checkbox"/> |
| 43280 Macaroni & Cheese | 30.00 | 80.81 | 5.94 | B049 CHEESE BARREL 500 | 8.78 | No | \$1.6376 | \$14.38 | | | <input type="checkbox"/> |
| 43284 Reduced Fat Macaroni & Cheese | 30.00 | 80.81 | 5.94 | B049 CHEESE BARREL 500 | 6.28 | No | \$1.6376 | \$10.28 | | | <input type="checkbox"/> |
| 44800 Reduced Fat Cheddar Portions | 6.25 | 100 | 1.00 | B049 CHEESE BARREL 500 | 6.25 | No | \$1.6376 | \$10.24 | | | <input type="checkbox"/> |
| 44801 Reduced Fat ColJack® Portions | 6.25 | 100 | 1.00 | B049 CHEESE BARREL 500 | 6.25 | No | \$1.6376 | \$10.24 | | | <input type="checkbox"/> |
| 44877 ColJack® Portions | 10.50 | 168 | 1.00 | B049 CHEESE BARREL 500 | 10.50 | No | \$1.6376 | \$17.19 | | | <input type="checkbox"/> |
| 44878 Reduced Fat ColJack® Portions | 10.50 | 168 | 1.00 | B049 CHEESE BARREL 500 | 10.50 | No | \$1.6376 | \$17.19 | | | <input type="checkbox"/> |

WV
09-10
FFS
Pricing

\$32.79
\$32.79

\$14.18
\$19.95

Information Certified as Accurate from Approved EPDS (requires signature from agency that approved EPDS)

| End Product Code & Description | Net Weight Per Case | Servings Per Case | Net Weight per Serving | Donated Food (Use commodity code and short title) | DF Inventory Drawdown per case | By Products Produced* | Value per pound of DF | Value of DF per case (F x H) | Certified by State Agency | |
|---|---------------------|-------------------|------------------------|---|--------------------------------|-----------------------|-----------------------|------------------------------|---------------------------|---|
| | | | | | | | | | Effective Date | State Agency Acceptance/Approval <input type="checkbox"/> Check for quick approval |
| A | B | C | D | E | F | G | H | I | J | K |
| 44879 Cheddar Portions | 10.50 | 168 | 1.00 | B049 CHEESE BARREL 500 | 10.50 | No | \$1.6376 | \$17.19 | | |
| 44881 Reduced Fat Cheddar Portions | 10.50 | 168 | 1.00 | B049 CHEESE BARREL 500 | 10.50 | No | \$1.6376 | \$17.19 | | |
| 46219 American Cheese Slice, White | 30.00 | 960 | 0.50 | B049 CHEESE BARREL 500 | 19.21 | No | \$1.6376 | \$31.46 | | |
| 46253 Reduced Fat American Cheese Slice | 30.00 | 960 | 0.50 | B049 CHEESE BARREL 500 | 22.51 | No | \$1.6376 | \$36.86 | | |
| 46255 American Cheese Slice, Yellow | 30.00 | 960 | 0.50 | B049 CHEESE BARREL 500 | 21.77 | No | \$1.6376 | \$35.65 | | |
| 46268 Reduced Sodium, Reduced Fat American Cheese Slice | 30.00 | 960 | 0.50 | B049 CHEESE BARREL 500 | 22.98 | No | \$1.6376 | \$37.63 | | |
| 46339 Reduced Fat American Slice | 30.00 | 960 | 0.50 | B049 CHEESE BARREL 500 | 22.51 | No | \$1.6376 | \$36.86 | | |
| 48174 American Cheese Loaf, Yellow | 30.00 | 960 | 0.50 | B049 CHEESE BARREL 500 | 22.77 | No | \$1.6376 | \$37.29 | | |
| 59701 String Cheese | 10.50 | 168 | 1.00 | B049 CHEESE BARREL 500 | 10.50 | No | \$1.6376 | \$17.19 | | |
| 59703 Light Mozzarella String Cheese LMPS | 10.00 | 168 | 1.00 | B049 CHEESE BARREL 500 | 10.50 | No | \$1.6376 | \$17.19 | | |

WV
09-10
FFS
pricing

\$12.18
\$12.71

PROCESSOR:

| | |
|---|---|
| Land O'Lakes, Inc. | Name of Company |
| Rob Owen, Marketing Manager K-12 | Name and Title of Authorized Representative |
| <i>Rob Owen</i> | Signature |
| 3/5/09 | Date Signed |

USDA APPROVAL:

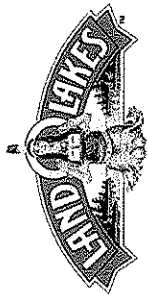
(not applicable for state summary)

| | |
|---|---|
| FNS FDD HQ | Name of Approving Agency |
| Sherry Thackeray-Comm. Processing Spc. | Name and Title of Authorized Representative |
| <i>Sherry Thackeray</i> | Signature |
| 1/26/2009 | Date Signed |

STATE AGENCY APPROVAL:

| | |
|--|---|
| | Name of Approving Agency |
| | Name and Title of Authorized Representative |
| | Signature |
| | Date Signed |

*If by products are produced, provide value and method credit will be given



SCHOOL FOODSERVICE

State of West Virginia - RFQ # AGR0909
 Additional Items Available 2009-2010 School
 Year

| Item # | Description | Case Pack | Case Wt. (lbs.) | Servings per case | Barrel DF per case | Fee For Service | | |
|--------|--|------------|-----------------|-------------------|--------------------|-----------------|----------|-------------|
| | | | | | | Per pound | Per Case | Per Portion |
| 43280 | Macaroni & Cheese | 6/5# | 30.00 | 80 | 8.78 | \$1.155 | \$34.65 | \$0.433 |
| 43284 | Reduced Fat Macaroni & Cheese | 6/5# | 30.00 | 80 | 6.28 | \$1.290 | \$38.70 | \$0.484 |
| 43211 | American Cheese Roll | 144/2.4 oz | 21.60 | 144 | 7.76 | \$1.735 | \$37.48 | \$0.260 |
| 43241 | Zesty Cheese Roll | 144/2.4 oz | 21.60 | 144 | 7.76 | \$1.735 | \$37.48 | \$0.260 |
| 44879 | Mild Cheddar Cheese Portions | 168/1 oz | 10.50 | 168 | 10.50 | \$1.330 | \$13.97 | \$0.083 |
| 44881 | Reduced Fat Mild Cheddar Cheese Portions | 168/1 oz | 10.50 | 168 | 10.50 | \$2.010 | \$21.11 | \$0.126 |
| 39927 | Ultimate Cheddar™ Cheese Dip Cup | 140/3 oz | 26.25 | 140 | 8.92 | \$1.730 | \$45.41 | \$0.324 |
| 39929 | Mucho Queso™ Jalapeno Cheese Dip Cup | 140/3 oz | 26.25 | 140 | 8.92 | \$1.730 | \$45.41 | \$0.324 |
| 41698 | Shredded Mozzarella Cheese | 4/5# | 20.00 | 640 | 19.80 | \$0.540 | \$10.80 | \$0.017 |
| 41725 | Shredded Sharp American Cheese | 4/5# | 20.00 | 640 | 16.16 | \$0.700 | \$14.00 | \$0.022 |
| 41728 | Shredded Reduced Fat American | 4/5# | 20.00 | 640 | 15.50 | \$0.985 | \$19.70 | \$0.031 |
| 41749 | Shredded Mild Cheddar Cheese | 4/5# | 20.00 | 640 | 19.96 | \$0.560 | \$11.20 | \$0.018 |
| 00405 | Alpine Lace® Readi-Pac® Reduced Fat Sliced Swiss | 8/1.5# | 12.00 | 256 | 12.00 | \$1.830 | \$21.96 | \$0.086 |
| 46219 | 160 Slice American White | 6/5# | 30.00 | 960 | 19.21 | \$0.740 | \$22.20 | \$0.023 |
| 46253 | Reduced Fat 160 Slice American | 6/5# | 30.00 | 960 | 22.51 | \$0.730 | \$21.90 | \$0.023 |
| 46255 | 160 Slice American, Yellow | 6/5# | 30.00 | 960 | 21.77 | \$0.630 | \$18.90 | \$0.020 |
| 46268 | Reduced Sodium Reduced Fat 160 Slice American | 6/5# | 30.00 | 960 | 22.98 | \$0.780 | \$23.40 | \$0.024 |
| 48174 | Loaf American, Yellow | 6/5# | 30.00 | 960 | 22.77 | \$0.650 | \$19.50 | \$0.020 |
| 00301 | Alpine Lace® Reduced Fat Swiss Loaf | 1/14# v.w. | 14.00 | 224 | 14.00 | \$1.830 | \$25.62 | \$0.114 |

Note: Item 00301 is a variable weight item. Per-lb pricing applies. The actual case price and portion price will vary depending on the actual weight a given case. DF/case remains constant at 14.00 lbs/case.

Land O'Lakes, Inc.



SCHOOL FOODSERVICE

January, 2009

Listed below are the meal contributions of the Land O'Lakes School Management Products for the National School Lunch Program, School Breakfast Program, and After School Snack Programs for 2009-10. CN authorization numbers are included where applicable.

| B049 Barrel Product Codes | Product Description | Meal Contributions | CN ID Number |
|---------------------------|--|---|--------------|
| 43280 | Prepared Macaroni and Cheese | 6 oz. serving by weight provides 2 m/ma and 1 bread | CN #070029 |
| 43284 | Reduced Fat Prepared Macaroni and Cheese | 6 oz. serving by weight provides 2 m/ma and 1 bread | CN #069982 |
| 43211 | American Cheese Roll | 1 m/ma; 1 bread | CN #070830 |
| 43241 | Zesty Cheese Roll | 1 m/ma; 1 bread | CN #071244 |
| 44877 | Co-Jack® Cheese portion | 1 portion provides 1 m/ma ³ | |
| 44878 | Reduced Fat Co-Jack® Cheese portion | 1 portion provides 1 m/ma ³ | |
| 44879 | Mild Cheddar portion | 1 portion provides 1 m/ma ³ | |
| 44881 | Reduced Fat Mild Cheddar Portion | 1 portion provides 1 m/ma ³ | |
| 59701 | Mozzarella String Cheese Portion | 1 portion provides 1m/ma ³ | |
| 59703 | Light Mozzarella String Cheese Portion | 1 portion provides 1m/ma ³ | |
| 39927 | Ultimate Cheddar™ Cheese Dip Cups | One 3 oz cup provides 1 m/ma ¹ | |
| 39929 | Mucho Queso™ Jalapeno Cheese Dip Cups | One 3 oz cup provides 1 m/ma ¹ | |
| 39930 | Ultimate Cheddar™ Cheese Sauce Pouch | 3 oz provides 1 m/ma ¹ | |
| 39932 | Mucho Queso™ Jalapeno Cheese Sauce Pouch | 3 oz provides 1 m/ma ¹ | |
| 41698 | Shredded LMPS Mozzarella Cheese | 1 oz (¼) cup provides 1 m/ma ³ | |
| 41725 | Shredded Sharp American Process Cheese | 1 oz (¼) cup provides 1 m/ma ³ | |
| 41728 | Shredded Reduced Fat American Process Cheese | 1 oz (¼) cup provides 1 m/ma ³ | |
| 41749 | Shredded Mild Cheddar Cheese | 1 oz (¼) cup provides 1 m/ma ³ | |
| 00301 | Alpine Lace® Reduced Fat Loaf Cheese | 1 oz (28g) provides 1 m/ma ³ | |
| 00405 | Alpine Lace® Redi-Pac® Reduced Fat Sliced Cheese | 1 slice provides .75 m/ma ³ | |
| 46219 | 160 Slice White American Process Cheese | 2 slices provides 1 m/ma ³ | |
| 46253 | 160 Slice Reduced Fat American Process Cheese | 2 slices provides 1 m/ma ³ | |
| 46255 | 160 Slice Yellow American Process Cheese | 2 slices provides 1 m/ma ³ | |
| 46268 | 160 Slice Red. Sodium Red. Fat American Cheese | 2 slices provides 1 m/ma ³ | |
| 48174 | Yellow American Loaf | 1 oz (28g) provides 1 m/ma ³ | |

¹ Does not contain CN label. Land O'Lakes certifies that the above information is true and correct, and that a 3 ounce serving of this product contains 1 ounce of meat/meat alternate when prepared according to directions.

² Does not contain CN label. Land O'Lakes certifies that the above information is true and correct, and that a 2 ounce serving of this product contains 1 ounce of meat/meat alternate when prepared according to directions

³ As stated in the USDA Buying guide one ounce of natural or processed cheese provides one meat alternate.

Christa Spaeth, RD, LD, SNS

Christa Spaeth, RD, LD, SNS
School Nutrition Manager

2009-2010 SY Nutritional Information

Updated 01/07/09



SCHOOL FOODSERVICE

| Product Code | 09405 | 60301 | 46219 | 46253 | 46255 | 46268 | 41698 | 41725 | 41728 | 41749 | 48174 |
|--------------------------|---|--|---------------------------------|-------------------------------------|----------------------------------|-----------------------|---------------------------------|--------------------------------|-----------------------------|------------------------------|----------------------|
| Product Description | Alpine Lace® Reduced Fat Swiss Cheese Slice | Alpine Lace® Reduced Fat Swiss Cheese Leaf | 160 Slice White American Cheese | 160 Slice Yellow RF American Cheese | 160 Slice Yellow American Cheese | RS RF American Cheese | Shredded Mozzarella Cheese LMPS | Shredded Sharp American Cheese | Shredded RF American Cheese | Shredded Mild Cheddar Cheese | Yellow American Loaf |
| Nutritional | | | | | | | | | | | |
| SERVING SIZE: | 1 slice (21 g) | | | | | | | | | | |
| SERVINGS/ CASE | 296 | 224 | 480 | 480 | 480 | 2 Slices | 1/4 cup (28 g) | 1/4 cup (28 g) | 1/4 cup (28 g) | 1/4 cup (28 g) | 1 oz (28 g) |
| Meal component | .75 ml/m per slice | 1 ml/m | 1 ml/m | 1 ml/m | 1 ml/m | 1 ml/m | 1 ml/m | 1 ml/m | 1 ml/m | 1 ml/m | 1 ml/m |
| CALORIES | 70 | 90 | 100 | 70 | 100 | 70 | 90 | 110 | 70 | 110 | 110 |
| % CALORIES FROM FAT | 40 | 50 | 80 | 35 | 80 | 35 | 80 | 80 | 40 | 80 | 80 |
| % Calories from Fat | 57% | 56% | 80% | 50% | 80% | 50% | 56% | 73% | 57% | 73% | 73% |
| TOTAL FAT | 4.5 g | 6 g | 8 g | 4 g | 9 g | 4 g | 6 g | 9 g | 4.5 g | 9 g | 9 g |
| SATURATED FAT | 3 g | 3.5 g | 5 g | 2.5 g | 5 g | 2.5 g | 3.5 g | 6 g | 2.5 g | 6 g | 5 g |
| TRANS FAT | 0 g | 0 g | 0 g | 0 g | 0 g | 0 g | 0 g | 0 g | 0 g | 0 g | 0 g |
| CHOLESTEROL | 15 mg | 20 mg | 25 mg | 15 mg | 25 mg | 15 mg | 15 mg | 25 mg | 15 mg | 30 mg | 25 mg |
| SODIUM | 85 mg | 115 mg | 470 mg | 420 mg | 450 mg | 310 mg | 130 mg | 400 mg | 470 mg | 190 mg | 390 mg |
| TOTAL CARB. | 1 g | 1 g | 1 g | 2 g | 1 g | 2 g | 1 g | 1 g | 2 g | 0 g | 1 g |
| DIETARY FIBER | 0 g | 0 g | 0 g | 0 g | 0 g | 0 g | 0 g | 0 g | 0 g | 0 g | 0 g |
| SUGARS | 1 g | 1 g | 1 g | 1 g | 1 g | 1 g | 0 g | 0 g | 1 g | 0 g | 1 g |
| PROTEIN | 6 g | 8 g | 5 g | 7 g | 5 g | 7 g | 7 g | 6 g | 7 g | 7 g | 6 g |
| VITAMIN A IU | 4% DV | 4% DV | 6% DV | 6% DV | 6% DV | 6% DV | 2% DV | 6% DV | 6% DV | 6% DV | 6% DV |
| VITAMIN C mg | 0% DV | 0% DV | 0% DV | 0% DV | 0% DV | 0% DV | 0% DV | 0% DV | 0% DV | 0% DV | 0% DV |
| CALCIUM mg | 20% DV | 25% DV | 15% DV | 20% DV | 15% DV | 20% DV | 20% DV | 15% DV | 20% DV | 20% DV | 15% DV |
| IRON mg | 0% DV | 0% DV | 0% DV | 0% DV | 0% DV | 0% DV | 0% DV | 0% DV | 0% DV | 2% DV | 0% DV |
| Case Details | | | | | | | | | | | |
| Pack Size | 81.5# | 171/4# v.w. | 615# | 615# | 615# | 615# | 415# | 415# | 415# | 415# | 615# |
| Cases per Layer (TL) | 14 | 14 | 12 | 12 | 12 | 12 | 17 | 17 | 17 | 17 | 12 |
| Layers per Pallet (Hi) | 7 | 11 | 5 | 5 | 5 | 5 | 4 | 4 | 4 | 4 | 5 |
| Cases per Pallet | 98 | 154 | 60 | 60 | 60 | 60 | 68 | 68 | 68 | 68 | 60 |
| Case Net Weight | 12 | 14 v.w. | 30 | 30 | 30 | 30 | 20 | 20 | 20 | 20 | 30 |
| Tare Weight | 0.7 | 0.5 | 1.25 | 1.25 | 1.25 | 1.25 | 1.5 | 1.5 | 1.5 | 1.5 | 1.75 |
| Gross Weight | 12.7 | 14.5 v.w. | 31.25 | 31.25 | 31.25 | 31.25 | 21.5 | 21.5 | 21.5 | 21.5 | 31.75 |
| Case Height | 6.5 | 4.75 | 7.625 | 7.625 | 7.625 | 7.625 | 14.625 | 14.625 | 14.625 | 14.625 | 11.75 |
| Case Width | 9.75 | 6.875 | 10.125 | 10.125 | 10.125 | 10.125 | 8.938 | 8.938 | 8.938 | 8.938 | 7.938 |
| Case Length | 13.25 | 17.125 | 12.625 | 12.625 | 12.625 | 12.625 | 11.188 | 11.188 | 11.188 | 11.188 | 11.25 |
| Cube | 0.49 | 0.32 | 0.56 | 0.56 | 0.56 | 0.56 | 0.85 | 0.85 | 0.85 | 0.85 | 0.81 |
| Type of Storage Required | Refrigerated | Refrigerated | Refrigerated | Refrigerated | Refrigerated | Refrigerated | Refrigerated | Refrigerated | Refrigerated | Refrigerated | Refrigerated |
| Guaranteed Shelf Life | 60 Days | 60 Days | 90 Days | 90 Days | 90 Days | 90 Days | 60 Days | 90 Days | 90 Days | 90 Days | 90 Days |
| Total Shelf Life | 5 Months | 5 Months | 9 months | 6 months | 9 months | 6 months | 5 Months | 5 Months | 5 Months | 5 Months | 9 months |

2009-2010 SY Nutritional Information

Updated 01/07/09



SCHOOL FOODSERVICE

| Product Code | 44877 | 44878 | 44879 | 44881 | 59701 | 59703 | 39927 | 39929 | 39930 | 39932 |
|--------------------------|-------------------------|-----------------------------|-----------------------------|-----------------------------|----------------------------------|--|-------------------------------------|---|--------------------------------------|--|
| Product Description | Co-Jack® Cheese Portion | 25% RF Colby Cheese Portion | Mild Cheddar Cheese Portion | Mild Cheddar Cheese Portion | Mozzarella String Cheese Portion | Light Mozzarella String Cheese Portion | Ultimate Cheddar™ Cheese Sauce Cups | Mucho Queso™ Jalapeno Cheese Sauce Cups | Ultimate Cheddar™ Cheese Sauce Pouch | Mucho Queso™ Jalapeno Cheese Sauce Pouch |
| Nutritional | | | | | | | | | | |
| SERVING SIZE: | 1 oz portion | | | | | | | | | |
| SERVINGS/ CASE | 168 | 168 | 168 | 168 | 168 | 168 | 3 oz cup | 3 oz cup | 3 oz | 3 oz |
| Meal component | 1 ml/ma | 1 ml/ma | 1 ml/ma | 1 ml/ma | 1 ml/ma | 1 ml/ma | 140 cups | 140 cups | 212 | 212 |
| CALORIES | 110 | 90 | 110 | 90 | 80 | 60 | 130 | 130 | 130 | 130 |
| CALORIES FROM FAT | 80 | 60 | 80 | 60 | 50 | 20 | 90 | 90 | 90 | 90 |
| % Calories from Fat | 73% | 67% | 73% | 67% | 63% | 33% | 69% | 69% | 69% | 69% |
| TOTAL FAT | 9g | 7g | 9g | 7g | 6g | 2.5g | 9g | 9g | 9g | 9g |
| SATURATED FAT | 6g | 4g | 6g | 4.5g | 3.5g | 2g | 6g | 6g | 6g | 6g |
| TRANS FAT | 0g | 0g | 0g | 0g | 0g | 0g | 0g | 0g | 0g | 0g |
| CHOLESTEROL | 25 mg | 20 mg | 30 mg | 20 mg | 15 mg | 10 mg | 30 mg | 30 mg | 30 mg | 30 mg |
| SODIUM | 190 mg | 190 mg | 190 mg | 180 mg | 210 mg | 200 mg | 780 mg | 830 mg | 780 mg | 830 mg |
| TOTAL CARB. | 0g | 0g | 0g | 0g | <1g | <1g | 4g | 4g | 4g | 4g |
| DIETARY FIBER | 0g | 0g | 0g | 0g | 0g | 0g | 0g | 0g | 0g | 0g |
| SUGARS | 0g | 0g | 0g | 0g | 0g | 0g | 1g | 1g | 1g | 1g |
| PROTEIN | 7g | 7g | 7g | 7g | 7g | 9g | 8g | 8g | 8g | 8g |
| VITAMIN A IU | 6% DV | 4% DV | 6% DV | 6% DV | 4% DV | 6% DV | 6% DV | 6% DV | 6% DV | 6% DV |
| VITAMIN C mg | 0% DV | 0% DV | 0% DV | 0% DV | 0% DV | 0% DV | 0% DV | 0% DV | 0% DV | 0% DV |
| CALCIUM mg | 20% DV | 20% DV | 20% DV | 20% DV | 20% DV | 20% DV | 30% DV | 30% DV | 30% DV | 30% DV |
| IRON mg | 2% DV | 2% DV | 2% DV | 2% DV | 0% DV | 0% DV | 2% DV | 2% DV | 2% DV | 2% DV |
| Case Details | | | | | | | | | | |
| Pack Size | 168/1 oz | 168/1 oz | 168/1 oz | 168/1 oz | 168/1 oz | 168/1 oz | 140/3 oz | 140/3 oz | 6/106 oz | 6/106 oz |
| Cases per Layer (TL) | 15 | 15 | 15 | 15 | 15 | 15 | 5 | 5 | 16 | 16 |
| Layers per Pallet (H) | 8 | 8 | 8 | 8 | 8 | 8 | 5 | 5 | 3 | 3 |
| Cases per Pallet | 120 | 120 | 120 | 120 | 120 | 120 | 25 | 25 | 48 | 48 |
| Case Net Weight | 10.5 | 10.5 | 10.5 | 10.5 | 10.5 | 10.5 | 26.25 | 26.25 | 39.75 | 39.75 |
| Tare Weight | 0.47 | 0.47 | 0.47 | 0.47 | 0.47 | 0.47 | 1.54 | 1.54 | 0.75 | 0.75 |
| Gross Weight | 10.97 | 10.97 | 10.97 | 10.97 | 10.97 | 10.97 | 27.79 | 27.79 | 40.5 | 40.5 |
| Case Height | 6.16 | 6.16 | 6.16 | 6.16 | 6.16 | 6.16 | 7.125 | 7.125 | 12.625 | 12.625 |
| Case Width | 7.39 | 7.39 | 7.39 | 7.39 | 7.39 | 7.39 | 14 | 14 | 9.875 | 9.875 |
| Case Length | 15.78 | 15.78 | 15.78 | 15.78 | 15.78 | 15.78 | 24 | 24 | 11.75 | 11.75 |
| Cube | 0.42 | 0.42 | 0.42 | 0.42 | 0.42 | 0.42 | 1.39 | 1.39 | 0.85 | 0.85 |
| Type of Storage Required | Refrigerated | Refrigerated | Refrigerated | Refrigerated | Refrigerated | Refrigerated | Dry | Dry | Dry | Dry |
| Guaranteed Shelf Life | 90 Days | 90 Days | 90 Days | 90 Days | 60 Days | 60 Days | 90 Days | 90 Days | 90 Days | 90 Days |
| Total Shelf Life | 6 months | 6 months | 6 months | 6 months | 5 months | 5 months | 12 months | 12 months | 12 months | 12 months |

2009-2010 SY Nutritional Information

Updated 01/07/09



SCHOOL FOODSERVICE

| Product Code | 43280 | 43284 | 43211 | 43241 |
|---------------------------------|------------------------------|---------------------------------|-----------------------|--------------------|
| Product Description | Prepared Macaroni and Cheese | Prepared RF Macaroni and Cheese | American Cheese Rolls | Zesty Cheese Rolls |
| Nutritionals | | | | |
| SERVING SIZE: | 6 oz | 6 oz | 1 Roll | 1 Roll |
| SERVINGS/ CASE | 80 | 80 | 144 | 144 |
| Meal component | 2 m/ma, 1 brd | 2 m/ma, 1 brd | 1 m/ma, 1 brd | 1 m/ma, 1 brd |
| CALORIES | 350 | 290 | 190 | 180 |
| CALORIES FROM FAT | 200 | 100 | 80 | 80 |
| % Calories from Fat | 57% | 34% | 42% | 42% |
| TOTAL FAT | 22 g | 11 g | 9 g | 9 g |
| SATURATED FAT | 13 g | 6 g | 3 g | 3 g |
| TRANS FAT | 1 g | 0 g | 0 g | 0 g |
| CHOLESTEROL | 65 mg | 30 mg | 10 mg | 10 mg |
| SODIUM | 900 mg | 980 mg | 500 mg | 560 mg |
| TOTAL CARB. | 22 g | 32 g | 18 g | 17 g |
| DIETARY FIBER | 1 g | 1 g | 1 g | 1 g |
| SUGARS | 3 g | 6 g | 2 g | 2 g |
| PROTEIN | 16 g | 16 g | 9 g | 9 g |
| VITAMIN A IU | 15% DV | 15% DV | 4% DV | 4% DV |
| VITAMIN C mg | 0% DV | 0% DV | 0% DV | 0% DV |
| CALCIUM mg | 40% DV | 40% DV | 25% DV | 25% DV |
| IRON mg | 6% DV | 6% DV | 6% DV | 6% DV |
| Case Details | | | | |
| Pack Size | 6/5# | 6/5# | 144/2.4 oz | 144/2.4 oz |
| Cases per Layer (L) | 7 | 7 | 12 | 12 |
| Layers per Pallet (H) | 9 | 9 | 5 | 5 |
| Cases per Pallet | 63 | 63 | 60 | 60 |
| Case Net Weight | 30 | 30 | 21.6 | 21.6 |
| Tare Weight | 2.5 | 2.5 | 0.8 | 0.8 |
| Gross Weight | 32.5 | 32.5 | 22.4 | 22.4 |
| Case Height | 5.25 | 5.25 | 12.625 | 12.625 |
| Case Width | 17.875 | 17.875 | 10.75 | 10.75 |
| Case Length | 12.125 | 12.125 | 13 | 13 |
| Cube | 0.66 | 0.66 | 1.02 | 1.02 |
| Type of Storage Required | Frozen | Frozen | Frozen | Frozen |
| Guaranteed Shelf Life | 90 Days | 90 Days | 90 Days | 90 Days |
| Total Shelf Life | 12 months | 12 months | 12 months | 12 months |



Preparation & Heating Instructions

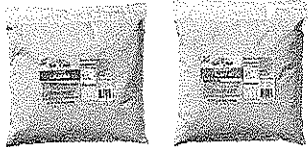
2009-2010
School Year

39930 – Ultimate Cheddar™ Cheese Pouch

6/106 oz pouches per 39.75 lb case

39932 – Mucho Queso™ Jalapeno Cheese Pouch

6/106 oz pouches per 39.75 lb case



LAND O LAKES® Ultimate Cheddar™ Cheese Sauce and Mucho Queso™ Jalapeno Cheese Sauce are ready to use straight from the pouch. Just heat and serve.

USE CAUTION WHEN HANDLING HOT SAUCE AND POUCH

HEATING METHODS FOR UNOPENED POUCH:

Peel off label on pouch prior to "in pouch" heating. Heat unopened pouch to 145-155° F by any of the following methods:

- Boil in bag: Bring water to boil. Place unopened pouch in boiling water. Boil for 15 to 20 minutes.
- Steamer: Heat unopened pouch in steamer for 10-15 minutes.
- Conventional oven: Not a preferred method for heating. A low temperature setting must be used. If using a conventional oven, place unopened pouch in large shallow pan. Heat in oven set at 300° F for 35 minutes, sauce may show browning on edges..
- Microwave oven: NOT RECOMMENDED due to uneven heating, pouch may burst and cause employee injury.

METHODS FOR HEATING OPENED POUCH:

Cut open pouch at top. Pour sauce into pan. Heat to 150°F, stirring occasionally. Serve or hold hot between 145-155° F. (Cover product when not serving.)

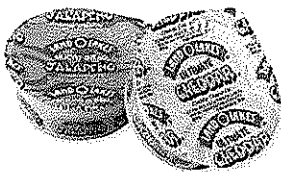
HANDLING INSTRUCTIONS: Store unopened pouch in a cool, dry place. Refrigerate after opening. Do not freeze. Store unused sauce in a sealed container, use within 3 days. Reheat refrigerated sauce to 165°F for 15 seconds.

39927 – Ultimate Cheddar™ Cheese Dip Cup (3 oz)

140/3 oz cups per 26.25 lb case

39929 – Mucho Queso™ Jalapeno Cheese Dip Cup (3 oz)

140/3 oz cups per 26.25 lb case



LAND O LAKES® Ultimate Cheddar™ Cheese Dip Cups and Mucho Queso™ Jalapeno Cheese Dip Cups are ready to eat at room temperature, but are best when heated to 145-155° F by any of the following methods:

- Convection Oven: Heat in oven set at 200° F for 15-20 minutes.
- Conventional Oven: Heat in oven set at 250° F for 18-22 minutes.
- Warming Unit: Set warming unit at 160° F. Place unopened cups in unit for 1-1½ hours.
- Steam Table: Place unopened cups in steam table for 1 hour. Product may be held up to 3 hours.
- Steamer: NOT RECOMMENDED as a method for heating.
- Microwave: NOT RECOMMENDED as a method for heating.

CAUTION: Sauce and cup may be hot. Always use caution to avoid burns when handling and eating warmed cheese sauce.

NOTE: Heating times may vary due to equipment differences.

43211 – American Cheese Rolls

144/2.4 oz rolls per 21.6 lb case

43241 – Zesty Cheese Rolls

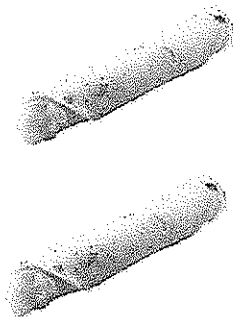
144/2.4 oz rolls per 21.6 lb case



Preparation & Heating Instructions

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LAND O LAKES® American Cheese Rolls and Zesty Cheese Rolls may be prepared using one of the following two methods. Internal temperature of product should reach 165° F.



Instructions for Convection Oven:

- Preheat convection oven to 350° F
- Place Cheese Rolls on sheet pan
- Bake for 9-11 minutes or until internal temperature reaches 165° F
- Remove from oven and serve

Instructions for Conventional Oven

- Preheat conventional oven to 400° F
- Place Cheese Rolls on sheet pan
- Bake for 12-15 minutes or until internal temperature reaches 165° F
- Remove from oven and serve

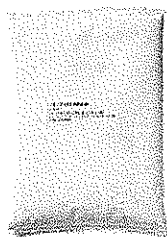
NOTE: Baking times may vary depending on type of oven used and amount of product in oven.

43280 – Macaroni & Cheese

6/5 lb pouches per 30 lb case

43284 – Reduced Fat Macaroni & Cheese

6/5 lb pouches per 30 lb case



LAND O LAKES® Macaroni and Cheese and Reduced Fat Macaroni and Cheese are fully prepared products – just heat and serve from a thawed or frozen state. For best results, take pouches out of case and place on refrigerator shelf to thaw overnight. The plastic pouch is sturdy enough to withstand heating in a steamer or heated water.



- Steamer: The preferred method is to place the thawed pouch in the steamer and heat for 20 minutes. For frozen, heat for 25-30 minutes. Heat to internal temperature of 155° F.
- Heated water: Place unopened pouch in boiling water and heat for 15 -20 minutes. For frozen, heat for 25-30 minutes. Heat to internal temperature of 155° F. Pouches should float freely in water.
- Convection Oven: **(Not recommended for RF Macaroni and Cheese)** Remove thawed macaroni and cheese from the pouch and place in an oven-safe pan. Set oven temperature at 350° F. Cover pan. Heat to internal temperature of 155° F. Allow for heating time of 30-35 minutes for thawed, 35-40 minutes for frozen, if using a conventional oven set at 400° F.

Use CAUTION when opening pouch since product is very hot.



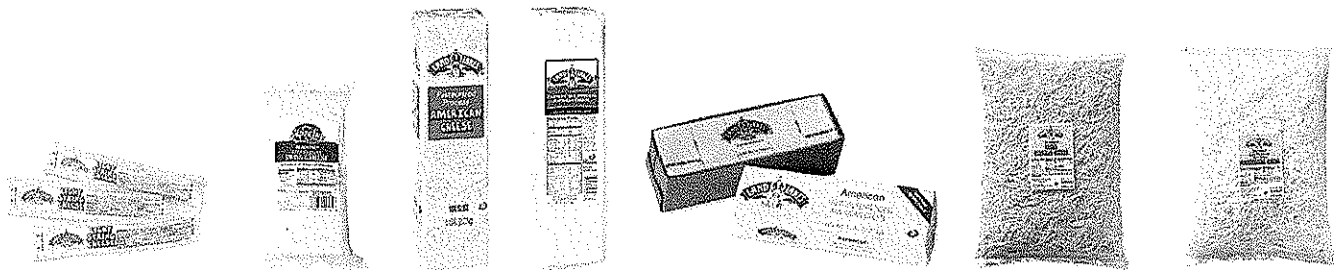
Preparation & Heating Instructions

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| | |
|--|--|
| 44877 – CoJack® Portions | 168/1 oz portions per 10.5 lb case |
| 44878 – 25% Reduced Fat CoJack® Portions | 168/1 oz portions per 10.5 lb case |
| 44879 – Mild Cheddar Portions | 168/1 oz portions per 10.5 lb case |
| 44881 – 25% Reduced Fat Mild Cheddar Portions | 168/1 oz portions per 10.5 lb case |
| 59701 – Mozzarella String Cheese | 168/1 oz portions per 10.5 lb case |
| 59703 – Light Mozzarella String Cheese | 168/1 oz portions per 10.5 lb case |
| 00301 – Alpine Lace® Reduced Fat Swiss Loaf | 1/14 lb v.w. loaf per 14 lb (v.w.) case |
| 00405 – Alpine Lace® Readi-Pac® Reduced Fat Sliced Swiss | 8/1.5 lb packs per 12 lb case |
| 41698 – Shredded Mozzarella | 4/5 lb bags per 20 lb case |
| 41725 – Shredded Sharp American | 4/5 lb bags per 20 lb case |
| 41728 – Reduced Fat Shredded American | 4/5 lb bags per 20 lb case |
| 41749 – Shredded Mild Cheddar | 4/5 lb bags per 20 lb case |
| 46219 – 160-Slice Process American Cheese (White) | 6/5 lb packs per 30 lb case |
| 46253 – 160-Slice Reduced Fat American Cheese (Yellow) | 6/5 lb packs per 30 lb case |
| 46255 – 160-Slice Process American Cheese (Yellow) | 6/5 lb packs per 30 lb case |
| 46268 – 160-Slice Reduced Sodium Reduced Fat American (Y) | 6/5 lb packs per 30 lb case |
| 48174 – Process American Cheese Loaf (Yellow) | 6/5 lb loaves per 30 lb case |

LAND O LAKES® portions, cheese slices, and shreds do not require any preparation other than as needed for your application.

- Portions are individually wrapped.
- Alpine Lace® Swiss Cheese loaf is a variable weight item.
- Alpine Lace® Swiss Cheese slices are 0.75 oz per slice.
- American Cheese slices are 0.5 oz per slice.
- Shredded products are standard shred type.



Updated: 01/07/09

STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT****VENDOR OWING A DEBT TO THE STATE:**

West Virginia Code §5A-3-10a provides that: 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 the debt owed is an amount greater than one thousand dollars in the aggregate.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code*. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code* and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the *West Virginia Code* may take place before their work on the public improvement is begun.

ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will 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 the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

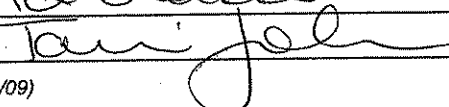
LICENSING:

Vendors 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 agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY:

The vendor agrees that he or she 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/noticeConfidentiality.pdf>.

Under penalty of law for false swearing (*West Virginia Code* §61-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

Vendor's Name: Land O'lakes
 Authorized Signature:  Date: 3/8/09

VENDOR PREFERENCE CERTIFICATE

N/A

Certification and application* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

- 1. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
- 2. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
- 3. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
- 4. **Application is made for 5% resident vendor preference for the reason checked:**
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
- 5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
- 6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (*West Virginia Code*, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Landblakes

Signed: Tami Jel

Date: 3/8/09

Title: School Bid Coordinator

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.