



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
AGR0911

PAGE
1

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

VENDOR

*601154839 404-942-4031
 PILGRIMS PRIDE CORPORATION
 244 PERIMETER CENTER PKWY NE

 ATLANTA GA 30346-2302

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	FOB	FREIGHT TERMS
02/18/2009				

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

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		385-42		
USDA COMMODITY CHICKEN OPEN END CONTRACT CONTRACT FOR PROCESSING USDA COMMODITY CHICKEN INTO PATTIES AND OTHER CHICKEN PRODUCTS SPECIFICATIONS ARE ATTACHED PRICE ADJUSTMENTS WILL BE CONSIDERED AT THE 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						

RECEIVED

2009 MAR -9 A 9:18

PURCHASING DIVISION
STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
<i>Michael Brown</i>	770-232-4481	3-5-09	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	
COMMODITY MGR	75128-5071		

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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PILGRIMS PRIDE CORPORATION
244 PERIMETER CENTER PKWY NE

SHIP TO

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

ATLANTA GA 30346-2302

MICHAEL RIOUS
PHONE 770-232-4481
FAX 770-393-5148

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

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

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>ACCEPT THE PRICE ADJUSTMENT AND AMEND THE CONTRACT ACCORDINGLY OR REJECT THE ADJUSTMENT IN ITS ENTIRETY AND CANCEL THE CONTRACT.</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">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.: AGR0911</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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Michael Rious</i>	MICHAEL RIOUS	TELEPHONE 770-232-4481	DATE 3-5-09
TITLE COMMODITY MAN	FAX 75 128-5071	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):						

***** THIS IS THE END OF RFQ AGR0911 ***** TOTAL: _____						
<p><i>MICHAEL RIOUX</i> <i>PILGRIM'S PRIDE CORP.</i> <i>244 PERIMETER CENTER PKWY.</i> <i>ATLANTA, GA 30346</i> <i>office: 770-232-4481</i> <i>FAX: 770-393-5148</i> <i>MICHAEL.RIOUX@ALGRIMSPRIDE.COM</i></p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
<i>Michael Rioux</i>			
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	
	75 128 5071		

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 chicken products using USDA Commodity A522 – CHIX CHILL.

SPECIAL PROVISIONS FOR THE PROCESSING OF CHICKEN:

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 chicken into processed chicken 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 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 STANDARD YIELD ON A FEE-FOR-SERVICE BASIS. ALL EPDSs AND SEPDSs MUST 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 "Standard 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 chicken made available to West Virginia will vary according to commodity 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.

ATTACHMENT A

FOR CHICKEN PRODUCTS

1. END PRODUCT INFORMATION

The following are the chicken products being solicited. These chicken products may contain no more than 8 g of fat per 1 oz, no more than 600 mg of sodium per serving, and 0 trans fats.

- Breaded Fully-Cooked Chicken Nuggets (approximate 3.4 oz. serving)
- Breaded Fully-Cooked Chicken Patties (approximate 3.4 oz. serving)
- Grilled Unbreaded Fully-Cooked Chicken Patties (approximate 2.5 oz. serving)
- Fully-Cooked Grilled Chicken Fajita Strips (approximate 2.5 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.
- A Poultry Grading Certificate shall accompany each shipment of finished end product showing that the product was produced under continuous supervision, that it is fit for human consumption, and that it meets the requirements of the specifications.

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 PILGRIM'S PRIDE (Processor).

State Distributing Agency <u>WV Department of Agriculture, Donated Foods Program</u>	Processor <u>PILGRIM'S PRIDE</u>
Name <u>Darrell Carter</u>	Name <u>MICHAEL RIOUX</u>
Title <u>Program Director</u>	Title <u>COMMODITY MGR.</u>
Address <u>908 Bullitt Street</u>	Address <u>244 PERIMETER CENTER PKWY. NE</u>
City, State, Zip <u>Charleston, WV, 25301</u>	City, State, Zip <u>ATLANTA, GA. 30346</u>
Contact <u>Darrell Carter</u>	Contact <u>MICHAEL RIOUX</u>
Phone <u>304-558-0573</u>	Phone <u>770-232-4481</u>
Fax <u>304-558-2105</u>	Fax <u>770-393-5148</u>
E-mail <u>dcarter@ag.state.wv.us</u>	E-mail <u>MICHAEL.RIOUX@PILGRIMSPRIDE.COM</u>
Web Address <u>www.state.wv.us/admin/purchase/vrc</u>	Web Address <u>WWW.PILGRIMSPRIDE.COM</u>
Signature _____	Signature <u>Michael Rioux</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

SUBCONTRACTOR AGREEMENT

Subcontractor Agreement: Authority USDA FNS Title 7 CFR Part 250

Whereas PILGRIM'S PRIDE (primary processor) holds a Master Donated Food Processing Agreement with the _____ covering the period from July 1, 2003, to June 30, 2004 (hereinafter "Agreement"), and whereas NONE (subcontractor) desires and is capable of performing part of the Agreement, namely _____ (specify function and USDA donated foods used). It is further agreed that the Subcontractor mentioned above will conform to all terms and conditions of the above named Agreement, making this addendum part of that Agreement.

Subcontractor shall maintain records for three (3) years from the close of the federal fiscal year to which they pertain and shall make them available for inspection by either state, federal or local representatives at any time without prior notice, during normal office hours. Processor records shall include the following:

- A. Quantity of raw DF received from Primary processor for each month.
- B. Quantities of raw DF and end product(s) remaining on hand for each month.
- C. Quantities of end product(s) delivered to RA or back to the Primary Processor.

An End Product Data Sheet(s) must be signed by the Processor and the Subcontractor and attached to this addendum for the end product(s) that are being processed, or any other function for which the subcontractor is performing.

ALL PARTIES APPROVED BY SIGNING BELOW:

PRIMARY PROCESSOR

Primary Processor _____ Title _____ Telephone No. _____

Name _____ Address _____

Signature _____ Date _____

SUBCONTRACTOR

Primary Processor _____ Title _____ Telephone No. _____

Name _____ Address _____

Signature _____ Date _____

FOOD DISTRIBUTION APPROVAL

Primary Processor _____ Title _____ Telephone No. _____

Name _____ Address _____

Signature _____ Date _____



MARCH 6, 2009

Business references:

State of Florida
407 South Calhoun St.
Tallahassee, FL 32399
Cathy Quick – 850-487-6694
quicke@doacs.state.fl.us

State of Colorado Dept. of Education
1575 Sherman Street – 3rd Floor
Denver, CO 80203
Phil Loo – 303 866-5097
phil.loo@state.co.us

State of North Carolina
P.O. Box 659
Butner, NC 27509
Gary Gay – 919-575-4490
gary.gay@ncmail.net

Thank you for the opportunity to serve your Child Nutrition Needs.

Mike Rioux
Commodity Manager -School Foodservice
Pilgrim's Pride Corporation
244 Perimeter Center Pkwy.
Atlanta, GA 30346
Office 770 232 4481
Fax 770 393 5148
Cell 404 403 9254

SEPDS A

SUMMARY END PRODUCT DATA SCHEDULE

PILGRIMS PRIDE

VALUE PASS THROUGH SYSTEMS APPROVED:

- National Summary (EPDS approved by USDA)
- State Summary (EPDS approved by state agency)

THIS IS AN ORIGINAL SUMMARY SCHEDULE UNLESS CHECKED BELOW:

- 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	A	B	C	D	E	F	G	H	I	J	Certified by State Agency	
											Effective Date	State Agency Acceptance/Approval
1325 CN Chicken Fajita Strips	30.00	234	2.05	A522	CHIX CHILL LG	36.000	No	\$0.6972	\$25.10			
26624 CN Unbreaded Chicken Patties	30.00	192	2.50	A522	CHIX CHILL LG	36.000	No	\$0.6972	\$25.10			
71110 CN Breaded Chicken Nuggets	30.00	141	3.40	A522	CHIX CHILL LG	20.000	No	\$0.6972	\$13.94			
76110 CN Breaded Chicken Patties	30.00	142	3.37	A522	CHIX CHILL LG	20.000	No	\$0.6972	\$13.94			

Fee For Serv. Cost per LB. Cost per Case Cost per Serv.
 \$1.60/#
 \$48.00/cs
 \$.205.serv.
 \$1.307/#
 \$39.21/cs
 \$.2042.serv.
 \$.977/#
 \$29.31/cs
 \$.2078.serv.
 \$.977/#
 \$29.31/cs
 \$.2064.serv.

PROCESSOR:

Pilgrim's Pride
 Name of Company

Everett Kuglar, Director of Sales
 Name and Title of Authorized Representative

Everett Kuglar
 Signature

12/10/2008
 Date Signed

USDA APPROVAL:

(not applicable for state summary)

USDA/FNS/FDD HQ
 Name of Approving Agency

Raymond Magee - Program Analyst
 Name and Title of Authorized Representative

Raymond Magee
 Signature

2/4/09
 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

END PRODUCT DATA SCHEDULE

Standard Yield - Bulk Poultry/Fruits and Vegetables

THIS IS A REPLACEMENT SCHEDULE

Identification for Combination of End Products: A522

PRODUCT DESCRIPTION				PRODUCT FORMULATION				END PRODUCT RETURN		
PRODUCT CODE & NAME	NET WEIGHT PER CASE	NUMBER OF SERVINGS PER CASE	NET WEIGHT PER SERVING (ounces)	COMMODITY CODE/SHORT TITLE, INGREDIENTS IN RAW BATCH	QUANTITY OF EACH INGREDIENT (pounds)	When Applicable POULTRY PERCENT BREADING	GUARANTEED CASES FINISHED PRODUCT PER TRUCKLOAD	RAW LBS. TO PRODUCE 1 CASE	PERCENT YIELD	
1 Code # Name	2	3	4	5 Code # Short Title	6	7	8	9	10	
1325 CN Chicken Fajita Strips	30	234	2.05	A-522 DF Chix Chill	792	0	1,000.00	36.00	83.33%	
				Water & Spices	166.6					
				GK Chicken	41.4					
Old Code										
325			2.05							
Total Portion Weight (ounces)				Total Batch Weight: (pounds)						

PROCESSOR:

Name of Company
Pilgrim's Pride / Gold Kist Farms

Name and Title of Authorized Representative
Everett Kuglar, Director of Sales

Signature
Everett Kuglar

Date
12/12/2007

USDA APPROVAL:

Name of Approving Agency
USDA Poultry Programs Grading Branch

Name and Title of Authorized Representative
Richard Lawson-National Poultry Grading Supervisor

Signature

Date

SUBCONTRACTOR:

Name of Approving Agency

Name and Title of Authorized Representative

Signature

Date

By-products other than rework will be produced. IF YES, REFER TO AGREEMENT FOR FURTHER REQUIREMENTS.
YES _____ NO X _____

Poultry Certification: Full coverage detailed in Poultry Program's current memorandum. Exceptions to AMS certification must be approved by DA.

Formulation and Fabrication procedures must be attached.

* For any changes to this schedule, a replacement must be submitted

END PRODUCT DATA SCHEDULE

Standard Yield - Bulk Poultry/Fruits and Vegetables

THIS IS A REPLACEMENT SCHEDULE

Identification for Combination of End Products: A522

PRODUCT DESCRIPTION				PRODUCT FORMULATION				END PRODUCT RETURN		
PRODUCT CODE & NAME	NET WEIGHT PER CASE	NUMBER OF SERVINGS PER CASE	NET WEIGHT PER SERVING (ounces)	COMMODITY CODE/SHORT TITLE, INGREDIENTS IN RAW BATCH	QUANTITY OF EACH INGREDIENT (pounds)	When Applicable POULTRY PERCENT BREADING	GUARANTEED CASES FINISHED PRODUCT PER TRUCKLOAD	RAW LBS. TO PRODUCE 1 CASE	PERCENT YIELD	
1 Code #	2	3	4	5 Code #	6	7	8	9	10	
26624 CN Unbreaded Chicken Patties	30	192	2.50	A-522 DF Chix Chill	792.00	0	1,000.00	36.00	83.33%	
				Water & Spices	155.25					
				Isolated Soy Protein	40.00					
				GK Chicken	12.75					
Old Code										
6624										
			Total Portion Weight (ounces)				Total Batch Weight: (pounds)			
			2.50				1000.00			

By-products other than rework will be produced. IF YES, REFER TO AGREEMENT FOR FURTHER REQUIREMENTS.
 YES ___ NO X ___

Poultry Certification: Full coverage detailed in Poultry Program's current memorandum. Exceptions to AMS certification must be approved by DA.

Formulation and Fabrication procedures must be attached.

PROCESSOR:

Pilgrim's Pride / Gold Kist Farms
 Name of Company

Everett Kuglar, Director of Sales
 Name and Title of Authorized Representative

Signature
 Signature

12/1/2007
 Date

USDA APPROVAL:

USDA Poultry Programs Grading Branch
 Name of Approving Agency

Richard Lawson-National Poultry Grading Supervisor
 Name and Title of Authorized Representative

Signature
 Signature

Date
 Date

SUBCONTRACTOR:

Name of Approving Agency

Name and Title of Authorized Representative

Signature
 Signature

Date
 Date

END PRODUCT DATA SCHEDULE

Standard Yield - Bulk Poultry/Fruits and Vegetables

Identification for Combination of End Products: **A522**

THIS IS A REPLACEMENT SCHEDULE

PRODUCT DESCRIPTION				PRODUCT FORMULATION			END PRODUCT RETURN		
PRODUCT CODE & NAME	NET WEIGHT PER CASE	NUMBER OF SERVINGS PER CASE	NET WEIGHT PER SERVING (ounces)	COMMODITY CODE/SHORT TITLE, INGREDIENTS IN RAW BATCH	QUANTITY OF EACH INGREDIENT (pounds)	When Applicable POULTRY PERCENT BREADING	GUARANTEED CASES FINISHED PRODUCT PER TRUCKLOAD	RAW LBS. TO PRODUCE 1 CASE	PERCENT YIELD
1	2	3	4	5	6	7	8	9	10
71110 CN Breaded Chicken Nuggets	30	141	3.40	Code # A-522 Short Title DF Chix Chill	598.80	26.5	1,800.00	20.00	150.00%
				Water & Spices	231.40	CN Method			
				Isolated Soy Protein	61.50				
				GK Chicken	101.20				
				Dried Whole Egg	7.10				
Old Code									
61110			3.40	Total Batch Weight: (pounds)	1000.00				

PROCESSOR:

Pilgrim's Pride / Gold Kist Farms
Name of Company

Everett Kuglar, Director of Sales
Name and Title of Authorized Representative

Everett Kuglar
Signature

3/6/09
Date

USDA APPROVAL:

USDA Poultry Programs Grading Branch
Name of Approving Agency

Richard Lawson-National Poultry Grading Supervisor
Name and Title of Authorized Representative

Signature
Date

SUBCONTRACTOR:

Name of Approving Agency

Name and Title of Authorized Representative

Signature
Date

By-products other than rework will be produced.
IF YES, REFER TO AGREEMENT FOR FURTHER REQUIREMENTS.
 YES ___ NO X ___

Poultry Certification: Full coverage detailed in Poultry Program's current memorandum.
 Exceptions to AMS certification must be approved by DA.

Formulation and Fabrication procedures must be attached.

* For any changes to this schedule, a replacement must be submitted

END PRODUCT DATA SCHEDULE

Standard Yield - Bulk Poultry/Fruits and Vegetables

Identification for Combination of End Products: A522

THIS IS A REPLACEMENT SCHEDULE

PRODUCT DESCRIPTION			PRODUCT FORMULATION			END PRODUCT RETURN			
PRODUCT CODE & NAME	NET WEIGHT PER CASE	NUMBER OF SERVINGS PER CASE	NET WEIGHT PER SERVING (ounces)	COMMODITY CODE/SHORT TITLE, INGREDIENTS IN RAW BATCH	QUANTITY OF EACH INGREDIENT (pounds)	When Applicable POULTRY PERCENT BREADING	GUARANTEED CASES FINISHED PRODUCT PER TRUCKLOAD	RAW LBS. TO PRODUCE 1 CASE	PERCENT YIELD
Code #	2	3	4	5 Short Title	6	7	8	9	10
76110	CN Breaded Chicken Patty	142	3.37	DF Chix Chill	598.80	26.5	1,800.00	20.00	150.00%
				Water & Spices	231.40	CN Method			
				Isolated Soy Protein	61.50				
				GK Chicken	101.20				
				Dried Whole Egg	7.10				
Old Code	Total Portion Weight (ounces)		3.37	Total Batch Weight: (pounds)					
66110				1900.00					

PROCESSOR:

Pilgrim's Pride / Gold Kist Farms
Name of Company

Everett Kuglar, Director of Sales
Name and Title of Authorized Representative

[Signature]
Signature

12/10/2008
Date

USDA APPROVAL:

USDA Poultry Programs Grading Branch
Name of Approving Agency

Richard Lawson-National Poultry Grading Supervisor
Name and Title of Authorized Representative

[Signature]
Signature

[Signature]
Signature

SUBCONTRACTOR:

Name of Approving Agency

Name and Title of Authorized Representative

[Signature]
Signature

Date

By-products other than rework will be produced. IF YES, REFER TO AGREEMENT FOR FURTHER REQUIREMENTS.
YES NO X

Poultry Certification: Full coverage detailed in Poultry Program's current memorandum. Exceptions to AMS certification must be approved by DA.

Formulation and Fabrication procedures must be attached.

* For any changes to this schedule, a replacement must be submitted



1325
325

Fully Cooked

Fajita Boneless, Skinless Chicken Strips

Dark Meat & Breast With Rib Meat

NET WT. 30 LB.



(01) 1 00 41723 00325 8



Fully Cooked

Fajita Boneless, Skinless Chicken Strips

Dark Meat & Breast With Rib Meat

INGREDIENTS: Boneless, Skinless, Dark and White Chicken Meat, Water, Seasoning (Salt, Maltodextrin, Isolated Soy Protein, Modified Tapioca Starch, Sodium Tripolyphosphate, Spice, Torula Yeast, Onion, Dehydrated Garlic, Enzymes, Citric Acid, Natural Chicken Flavor, Sodium Phosphate, Disodium Inosinate, Disodium Guanylate, Starch), Non-Fat Dry Milk, Sodium Phosphate and Citric Acid.

CONTAINS: MILK AND SOY



Distributed By: Pilgrim's Pride Corporation
P.O. Box 83, Pitsburg, TX 75686 800-321-1470 www.poult.com
Gold Kist Farms is a registered trademark of Pilgrim's Pride Corporation.

HEATING INSTRUCTIONS FROM FROZEN: Conventional Oven for 8-10 minutes at 350°F; Convection Oven for 6-8 minutes at 350°F. Appliances vary, adjust cook times accordingly.

Each 2.65 oz. Fully Cooked Chicken Strip provides 2.00 oz. equivalent CN meat for Child Nutrition Meal Pattern Requirements. Use of this logo is limited and authorized by the Food and Nutrition Service, USDA.



(01) 1 00 41723 00325 8

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Cumming, Georgia 30041 USA
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770-844-9344 Local
770-844-9346 Fax
www.prolabel-inc.com

CUSTOMER: PILGRIMS PRIDE
PRODUCT NAME: 1325_325 GOLD KIST
SAP 600-19074
REVISION DATE: 11/08/07
LABEL SIZE: 4 X 15 DIE CUT
FACESTOCK: SEMI-GLOSS

COPY POSITION: 4
1 2 3 4 5 6 7 8

OTHER: ROLLS
PRODUCT NO.: 3859
TOOL NO.: 50454
TOOL LOC.: 1208

INK COLORS:

BLACK	PS	RS
CM	RE	RF
GREEN	RD	RG
MAGENTA	RY	RU
RED	RL	RM
YELLOW	RY	RU

NOTE: These ink colors are for mark-up purposes only. When printed, actual colors may vary. Custom colors and supplied custom substrates will be matched.

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 Please allow 24 hours for proofing and returning. We can not process your printing until we receive your approved proofs.

26624



Fully Cooked

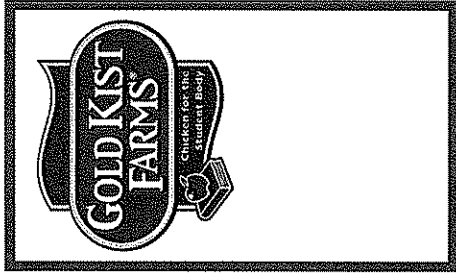
Roasted Chicken Patties

NET WT. 30 LBS. / MIN. 192 PCS.



(01) 1 00 41723 06624 6

KEEP FROZEN
 600-125522
 R181307PR



Fully Cooked

Roasted Chicken Patties

26624

INGREDIENTS: Chicken, Water, Vegetable Protein Product (Isolated Soy Protein, Magnesium Oxide, Zinc Oxide, Nicotinamide, Ferrous Sulfate, Vitamin B12, Copper Gluconate, Vitamin A Palmitate, Calcium Pantothenate, Pyridoxine Hydrochloride, Thiamine Mononitrate, Riboflavin), Seasoning (Salt Flavor, Torula Yeast, Modified Food Starch, Disodium Inosinate and Disodium Guanylate), Salt, Dextrose, Salt, Sodium Phosphates, Sugar, White Pepper, Onion Powder and Citric Acid.

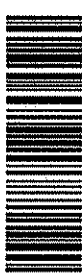
CONTAINS: SOY



Produced By: Pilgrim's Pride Corporation
 P.O. Box 831, Piquette, MI 49079 www.pilgrims.com
 FOODSERVICE - Gold Kist items to registered accounts of Pilgrim's Pride Corporation

HEATING INSTRUCTIONS FROM FROZER: Conventional Oven for 15-20 minutes at 350°F;
 Convection Oven for 8-10 minutes at 350°F; Appliances vary, adjust cook times accordingly.

CN 06288
 One 2.5 oz. Fully Cooked Chicken Patty provides 2.0g of saturated fat, 10g of total fat, 10g of protein, 10g of carbohydrates and 10g of fiber. See label for full nutrition facts and statement authorized by the Food and Nutrition Service, (USDA, 12/04).



(01) 1 00 41723 06624 6

Premier Printing
 Offset & Flexo Printing
 3743 Old Flowery Branch Rd.
 Oakwood, Georgia 30566
 (770) 287-1337

CLIENT: PILGRIM'S PRIDE P-413
 PRODUCT NAME: 600-125522 GNF 26624 CN062888
 LABEL SIZE: 2 1/2" X 3 1/2" DIE #: 187
 FACESTOCK: SEMI-GLOSS REVISION DATE: 12/13/07 REVISION BY: RS
 COPY POSITION: 4
 OTHER: ROLLS

1	2	3	4
5	6	7	8

INK COLORS: BLACK, 15% RED, 25% BLUE, 50% YELLOW, 75% MAGENTA, 100% CYAN
 DIE LINE: 2535/107/187
 NOTE: These ink colors are for mark-up purposes only. When printing, color calibration is required. Please refer to the supplied custom swatches that go with this job.

PLEASE NOTE!
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 PREMIER PRINTING makes every reasonable effort to ensure error-free printing. However,
 it is possible that you received this document for printing with a few errors. Please contact
 Premier Printing at (770) 287-1337 for more information. We will gladly make any corrections.
 Please e-mail: premier@premierprinting.com or call: (770) 287-1337.

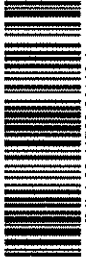
71110
 (61110)



Fully Cooked

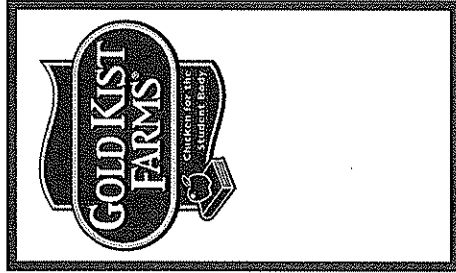
Breaded Chicken Nuggets

NET WT. 30 LBS. / MIN. 705 PCS.



(01) 1 00 41723 61110 1

KEEP FROZEN
 500-129524
 80831077R



Fully Cooked

Breaded Chicken Nuggets

71110
 (61110)

INGREDIENTS: Chicken Meat, Water, Vegetable Protein Product (isolated Soy Protein, Magnesium Oxide, Zinc Oxide, Nicotinamide, Farnesyl Sulfate, Vitamin B-12, Copper Gluconate, Vitamin A, Palmitate, Calcium Pentothelate, Pyridoxine Hydrochloride, Thiamine Mononitrate, Dried Whole Egg, Salt, Sugar, Sodium Phosphates, White Pepper and Onion Powder, **BREADED WITH:** Enriched Wheat Flour (Flour, Niacin, Reduced Iron, Thiamine Mononitrate, Riboflavin, Folic Acid), Salt, Deionized Lecithin (Sodium Bicarbonate, Sodium Acid Pyrophosphate, Monocalcium Phosphate), Monoglycerides, Partially Hydrogenated Soybean Oil, Oleoresin Paprika. **BATTERED WITH:** Water, Enriched Wheat Flour (Flour, Niacin, Reduced Iron, Thiamine Mononitrate, Riboflavin, Folic Acid), Salt, Willey Leavening (Sodium Aluminum Phosphate, Sodium Bicarbonate), Spice, Garlic Powder, Oleoresin Paprika, Guar Gum. **Breading set in Vegetable Oil.**

CONTAINS: EGG, MILK, SOY AND WHEAT

Five (5) 30 lb. Fully Cooked Breaded Chicken Nuggets weighs 2.00 oz. equivalent (minimum alternate and 1.00 serving based alternate for Child Nutrition Program requirements).
 CN 064711
 CN 064711
 CN 064711
 CN 064711



(01) 1 00 41723 61110 1



Distributed By: Pilgrim's Pride Corporation
 P.O. Box 93, Pritchett, TX 75686 800-321-1470 www.purina.com
 Gold Kist Farms is a registered trademark of Pilgrim's Pride Corporation

HEATING INSTRUCTIONS: FROM FROZEN: Conventional Oven for 10-14 minutes at 350°F. Convection Oven for 8-10 minutes at 350°F. Appliances vary, adjust cook times accordingly.

Premier Printing
 Offset & Flexo Printing
 3743 Old Flowery Branch Rd.
 Oakwood, Georgia 30066
 (770) 287-1337

CLIENT: PILGRIM'S PRIDE P-413
 PRODUCT NAME: 600-129524 GWF 71110 CN:064711
 LABEL SIZE: 4 X 15
 FACESTOCK: SEMI-GLOSS
 REVISION DATE: 08/31/07
 DIE #: 187
 REVISED BY: RS

OTHER: ROLLS

COPY POSITION: 4
 1 2 3 4
 5 6 7 8

INK COLORS: BLACK, BLUE, GREEN, MAGENTA, RED, YELLOW, WHITE, GREY, SILVER, GOLD, PMS, CMYK, SPOT, CUSTOM

NOTE: Please let customer call for mark-up on color. All color printing is done on the Premier Printing System or approved custom swatches will be matched.

PLEASE NOTE:
 Client is responsible for proofreading all copy before execution of proof.
 PREMIER PRINTING makes every reasonable effort to ensure proof is submitted in proper format.
 It is imperative that you forward the document to printing in the correct format and that you check
 for errors before sending and retaining. We can not proceed with printing until we receive your approval. Thank you.

76110
 (66110)



Fully Cooked

Breaded Chicken Patties

NET WT. 30 LBS. / MIN. 142 PCS.



(01) 1 00 41723 66110 6

KEEP FROZEN
 800-129266
 R295507PR



Fully Cooked

Breaded Chicken Patties

76110
 (66110)

INGREDIENTS: Chicken Meat, Water, Vegetable Protein Product (Isolated Soy Protein, Magnesium Oxide, Zinc Oxide, Nicotinamide, Ferrous Sulfate, Vitamin B12, Copper Gluconate, Vitamin A Palmitate, Calcium Pantothenate, Pyridoxine Hydrochloride, Thiamine Mononitrate, Riboflavin), Dried Whole Egg, Salt, Sugar, Sodium Phosphates, White Pepper and Onion Powder. **BREADED WITH:** Enriched Wheat Flour (Flour, Niacin, Reduced Iron, Thiamine Mononitrate, Riboflavin, Folic Acid), Salt, Dextrose, Leavening (Sodium Bicarbonate, Sodium Acid Pyrophosphate, Monocalcium Phosphate), Monoglycerides, Partially Hydrogenated Soybean Oil, Oleoresin Paprika. **BATTERED WITH:** Water, Enriched Wheat Flour (Flour, Niacin, Reduced Iron, Thiamine Mononitrate, Riboflavin, Folic Acid), Salt, Wheat, Leavening (Sodium Aluminum Phosphate, Sodium Bicarbonate), Spice, Garlic Powder, Oleoresin Paprika, Guar Gum, Breading set in Vegetable Oil.

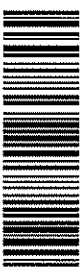
CONTAINS: EGG, MILK, SOY AND WHEAT



Distributed By: Pilgrim's Pride Corporation
 P.O. Box 93, Pithsburg, TX 75886 800-321-1470 www.ppp.com
 Goldkist Farms is a registered trademark of Pilgrim's Pride Corporation

HEATING INSTRUCTIONS FROM FROZEN: Conventional Oven for 15-20 minutes at 350°F.
 Convection Oven for 8-10 minutes at 350°F. Appliances vary, adjust cook times accordingly.

one 3.37 oz. Fully Cooked Breaded Chicken Patty provides 2.00 oz.
 equivalent treatment alternate and .00 serving head alternate for OHS
 CN (06353)
 by the Food and Nutrition Service, USA (10/93).
 CN



(01) 1 00 41723 66110 6

<p>Premier Printing Offset & Flexo Printing 3743 Old Flowery Branch Rd. Oakwood, Georgia 30566 (770) 287-1337</p>		<p>CLIENT: PILGRIMS PRIDE P-413 PRODUCT NAME: 800-129266 GKF 76110 CN:065333 BREADED PATTIES LABEL SIZE: 4 X 15 FACESTOCK: SEMI-GLOSS REVISION DATE: 09/05/07</p>		<p>INK COLORS: BLACK, RED, BLUE, YELLOW COSS, SILVER, WHITE</p>	
<p>COPY POSITION: 4 1 2 3 4 5 6 7 8</p>		<p>OTHER: ROLLS</p>		<p>NOTE: This is a standard proof. All colors are as shown. Colors may vary from the Pantone Matching System or supplied custom swatches will be matched.</p>	



Gold Kist Farms/Pilgrim's Pride Corp
244 Perimeter Cntr Pkwy NE Atlanta, GA 30346
Ph: 1-800-241-3972 Fax: (770) 393-5148

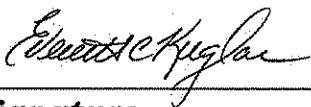
NUTRIENT INFORMATION FORM

The following nutrient information for our product is based on the certified portion size as stated on CN Label or 3 oz. edible portion on bulk items.

PROCESSOR NAME: Gold Kist Farms/Pilgrim's Pride
PRODUCT NAME: FC CN FC Chicken Fajita Strips w/ ISP
CODE NUMBER: 1325
SERVING SIZE 2.05 oz
Contribution: 2 M/MA Serving n/a Bread Serving

Basic Components

Calories (kcal)	67
Calories from Fat (kcal)	16
Fat (g)	2
Saturated Fat (g)	0
Trans Fatty Acid (g)	0
Cholesterol (mg)	36
Carbohydrates (g)	1
Dietary Fiber (g)	0
Total Sugars (g)	0
Protein (g)	11
Vitamins	
Vitamin A - IU (IU)	73
Vitamin C (mg)	0
Vitamin B1 - Thiamin (mg)	0
Vitamin B2 - Riboflavin (mg)	0
Vitamin B3 - Niacin (mg)	2
Minerals	
Sodium (mg)	427
Calcium (mg)	15
Iron (mg)	1


Signature

3/18/08
Date



Gold Kist Farms/Pilgrim's Pride Corp
244 Perimeter Cntr Pkwy NE Atlanta, GA 30346
Ph: 1-800-241-3972 Fax: (770) 393-5148

NUTRIENT INFORMATION FORM

The following nutrient information for our product is based on the certified portion size as stated on CN Label or 3 oz. edible portion on bulk items.

PROCESSOR NAME: Gold Kist Farms/Pilgrim's Pride

PRODUCT NAME: CN FC Unbreaded Chicken Patty w/ ISP

CODE NUMBER: 26624

SERVING SIZE : 2.5 oz

Contribution: 2 M/MA Serving n/a Bread Serving

Basic Components

Calories (kcal)	95
Fat (g)	4
Saturated Fat (g)	1
Trans Fatty Acid (g)	0
Cholesterol (mg)	42
Carbohydrates (g)	1
Dietary Fiber (g)	0
Total Sugars (g)	0
Protein (g)	15
Vitamins	
Vitamin A - IU (IU)	95
Vitamin C (mg)	1
Minerals	
Sodium (mg)	312
Calcium (mg)	15
Iron (mg)	1

Edward A. Hughes
Signature

10/23/08
Date



Gold Kist Farms/Pilgrim's Pride Corp
244 Perimeter Cntr Pkwy NE Atlanta, GA 30346
Ph: 1-800-241-3972 Fax: (770) 393-5148

NUTRIENT INFORMATION FORM

The following nutrient information for our product is based on the certified portion size as stated on CN Label or 3 oz. edible portion on bulk items.

PROCESSOR NAME: Gold Kist Farms/Pilgrim's Pride

PRODUCT NAME: CN FC Breaded Chicken Nugget w/ ISP w/ DWE

CODE NUMBER: 71110

SERVING SIZE : 5/0.68 oz

Contribution: 2 *M/MA Serving* 1 *Bread Serving*

Basic Components	
Calories (kcal)	194
Calories from Fat (kcal)	90
Fat (g)	10
Saturated Fat (g)	2
Trans Fatty Acid (g)	0
Cholesterol (mg)	42
Carbohydrates (g)	14
Dietary Fiber (g)	0
Total Sugars (g)	1
Protein (g)	16
Vitamins	
Vitamin A - IU (IU)	169
Vitamin C (mg)	1
Vitamin B1 - Thiamin (mg)	0
Vitamin B2 - Riboflavin (mg)	0
Vitamin B3 - Niacin (mg)	6
Minerals	
Sodium (mg)	416
Calcium (mg)	26
Iron (mg)	2

Evert A. Hyland

Signature

3/18/08

Date



Gold Kist Farms/Pilgrim's Pride Corp
244 Perimeter Cntr Pkwy NE Atlanta, GA 30346
Ph: 1-800-241-3972 Fax: (770) 393-5148

NUTRIENT INFORMATION FORM

The following nutrient information for our product is based on the certified portion size as stated on CN Label or 3 oz. edible portion on bulk items.

PROCESSOR NAME: Gold Kist Farms/Pilgrim's Pride

PRODUCT NAME: CN FC Breaded Chicken Patty w/ ISP w/ DWE

CODE NUMBER: 76110

SERVING SIZE : 3.37 oz

Contribution: 2 *M/MA Serving* 1 *Bread Serving*

Basic Components

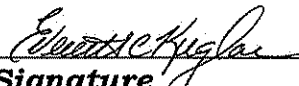
Calories (kcal)	204
Calories from Fat (kcal)	100
Fat (g)	11
Saturated Fat (g)	2
Trans Fatty Acid (g)	0
Cholesterol (mg)	41
Carbohydrates (g)	14
Dietary Fiber (g)	1
Total Sugars (g)	1
Protein (g)	15

Vitamins

Vitamin A - IU (IU)	168
Vitamin C (mg)	1
Vitamin B1 - Thiamin (mg)	0
Vitamin B2 - Riboflavin (mg)	0
Vitamin B3 - Niacin (mg)	6

Minerals

Sodium (mg)	414
Calcium (mg)	26
Iron (mg)	2


Signature

3/18/08

Date

VENDOR PREFERENCE CERTIFICATE

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: PILGRIM'S PRIDE CORP. Signed: Bill Kett
 Date: 3-5-09 Title: SR. V.P. FOODSERVICE

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

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.

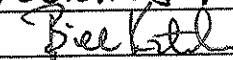
LICENSING:

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: PILGRIM'S PRIDE CORP.
Authorized Signature:  Date: 3-5-09