

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

DON LEE FARMS

200 E. BEACH AVENUE I INGLEWOOD, CA 90302

Request for Guotation AGR1236

AGR1236

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ADDRESSICORRESPONDENCES (OVAETEN HONIO) FRANK WHITTAKER 304-558-2316

DEPARTMENT OF AGRICULTURE

FOOD DISTRIBUTION PROGRAM 1 CEDAR LAKES DRIVE RIPLEY, WV 25271

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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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
- 4. 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.
- 5. Payment may only be made after the delivery and acceptance of goods or services.
- 6. Interest may be paid for late payment in accordance with the West Virginia Code.
- 7. Vendor preference will be granted upon written request in accordance with the West Virginia Code.
- 8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
- 10. The laws of the State of West Virginia and the Legislative Rules of the Purchasing Division shall govern the purchasing process.
- 11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
- 12. BANKRUPTCY: In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
- 13. HIPAA BUSINESS ASSOCIATE ADDENDUM: The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.html and is hereby made part of the agreement provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
- 14. 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.
- 15. 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, and the West Virginia Insurance Commission. 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.
- 16. 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 material, 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.

INSTRUCTIONS TO BIDDERS

- 1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
- 2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
- 4. 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
- 5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



RFQ COPY

DON LEE FARMS

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200 E. BEACH AVENUE

INGLEWOOD, CA 90302

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FRANK WHITTAKER

304-558-2316

DEPARTMENT OF AGRICULTURE

FOOD DISTRIBUTION PROGRAM 1 CEDAR LAKES DRIVE RIPLEY, WV 25271

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RANK WHITTAKER	
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Rev. 09/08

State of West Virginia

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.

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,
2	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,
β.	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.
require agains or dedi	understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the ments for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty t such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency sucted from any uppaid balance on the contract or purchase order.
the rec	omission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and izes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid up the disclose to the Director of Purchasing appropriate information verifying that Bidder has paid up the disclose to the Director of Purchasing appropriate information and the amounts of taxes paid nor any other information and by the Tax Commissioner to be confidential.
	penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true ccurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate les during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.
Bidde	: DON LEE FARMS Signed:
Date:	MAY 25, 2012 Title: CONTROLLER
*Chack	any combination of preference consideration(s) indicated above, which you are entitled to receive.

	AGR1236
RFQ No.	

STATE OF WEST VIRGINIA Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: 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 owned is an amount greater than one thousand dollars in the aggregate

DEFINITIONS:

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

"Debtor" means any individual, corporation, partnership, association, Limited Liability Company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more countles or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more countles or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

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

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.

WITNESS THE FOLLOWING SIGNATURE
Vendor's Name: DON LEE FARMS
Authorized Signature:Date:
State of CALIFORNIA
County of LOS ANGELES to-wit:
Taken, subscribed, and sworn to before me this 25thday of MAY 2012.
My Commission expires JULY 28 , 20 12.
AFFIX SEAL HERE NOTORY PUBLIC MARIA G. AGUILAR



INVITATION TO BID

To establish an agreement between the West Virginia Department of Agriculture Food Distribution Program and a processing firm to produce pork products using USDA Commodity PORK.

SPECIAL PROVISIONS FOR THE PROCESSING OF PORK:

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 pork into processed pork 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, 2012, through June 30, 2013.

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 WILL 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 WILL 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 <u>PRIOR TO THE DAY OF THE BID OPENING</u>.

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 4496 Cedar Lakes Road Ripley, WV 25271

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 GUARANTEED MINIMUM RETURN 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 "Guaranteed Minimum Return" 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 CASES SHOULD BE CLEARLY MARKED ON AT LEAST TWO SIDES WITH PRODUCT INFORMATION INCLUDING THE PRODUCT NAME AND NUMBER.

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/SEPDS. 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 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 pork 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 located in 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 approval from the WV Department of Agriculture Food Distribution Program is required prior to any backhauling of USDA commodity items 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, to include provision to the USDA of the required Monthly Performance Reports.

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 <u>July 01, 2012</u> 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 vendor 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 vendor, transportation costs for the return of USDA commodities shall be borne by vendor.

Vendor 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:

<u>June 30, 2013</u> 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

BID SPECIFICATIONS

BID SPECIFICATIONS FOR PORK PRODUCTS

- 1. END PRODUCT INFORMATION
 Pork products may contain no more than 8 g of fat per 1 oz, no more than 600 mg of sodium per serving, and 0 transfats.
- GENERAL REQUIREMENTS
 - CN Labels are required
 - No MSG, artificial flavorings, colorings and/or preservatives
 - 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.
 - All cases should be marked on at least 2 sides with product information including product name and number.

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.

ATTACHMENT B

STATE PARTICIPATION AGREEMENT

NATIONAL PROCESSING AGREEMENT

STATE PARTICLE	ATTON AGREE	ATTELL					
This Agreement is subject to the terms and conditions set forth in the National Processing Agreement made by and between the U.S. Department of Agriculture, Food and Nutrition Service and							
State Distributing Agency WV Department of Agriculture, Food Distribution Program	Processor	DON LEE FARMS					
Name <u>Darrell Carter</u>	Name	DONALD S. GOODMAN					
Title Program Director	Title	PRESIDENT					
Address 4496 Cedar Lakes Road	Address	200 E. BEACH AVENUE					
City, State, Zip Ripley, WV 25271	City, State, Zip	INGLEWOOD, CA 90302					
Contact <u>Darrell Carter</u>	Contact	MARIA AGUILAR					
Phone <u>304-558-0573</u>	Phone	(310) 674-3180 x145					
Fax <u>304-372-3322</u>	Fax	(310) 673-7008					
E-mall dcarter@ag.state.wv.us	E-mail	maria@donleefarms.com					
Web Address www.state.wv.us/admin/purchase/vrc	Web Address	www.donleefarms.com					
Signature	Signature	Y 25, 2012					
	_						

Period of Agreement: This Agreement shall become effective on JULY 1, 2012 and will terminate on JUNE 30, 2013.

 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 NPA (National 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	
	Fee for Service billed by distributor	

^{*}Sales Verification Required

If.	sales verification is required, check one:
[A sul	State delegates sales verification to the processor ecording to 250.19 (2)(vi) (C) states must review the processor's findings and select a random p-sample of at least 10% of all sales verified by the processor and reverify the sales by rentacting 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)
	Do you use a subcontractor for the production of any items covered in this agreement? Yes No
	If yes, please identify in an attachment the subcontractor by name, address, USDA plant number, and each item produced.
	Processor must provide written notification to the State Agency of any change(s) to the SEPDS including the nature of the change(s); notification may be made electronically.
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 SBPDS.

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.	Grading. Red Meat grading will be performed under (check one)
	☐ Full Certification per AMS Instruction MGC 640
	☐ PCCP per AMS Instruction MGC 638
6.	By products. If by products are produced, describe method of valuation and credit.
	N/A
***************************************	o dy a
7.	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 \(\subseteq \text{Yes} \) No
8.	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.

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,	Grading. Red Meat grading will be performed under (check one)
	☐ Full Certification per AMS Instruction MGC 640
	X PCCP per AMS Instruction MGC 638
6.	By products. If by products are produced, describe method of valuation and credit.
7.	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
8-	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.

9. 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

10. 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

SEPDS A

SUMMARY END PRODUCT DATA SCHEDULE

DON LEE FARMS

SYSTEMS APPROVED:

Fee for Service (billed by Processor)

Information Certified as Accurate from Approved EPDS (requires signature from agency that approved EPDS)										EPDS)	500	ed by State gency		
	Α	В	С	D		E		F	G	Н	1	J	K	
End Product	t Code & Description	Net Weight / Case	Svgs / Case		Item Code	New WBSCM New WBSCM		Commodity Inventory Drawdown / case	By Products Produced*	Value / Pound of Commodity (contract value)	Value of Commodity / Case (F x H)	Effective Date	State Agency Acceptance/ Approval Check for quick approval	Fee for Service / case
CNQ582253P	FULLY COOKED RIB SHAPED PORK PATTIES BBQ FLAVOR	30.38	216	2.25	A632	100193 PORK PICNIC BNLS FRZ CTN-60 LB		34.57	No	\$1.3362	\$46.19	7/1/2012		\$36.15
CNQ701253P	FULLY COOKED PORK SAUSAGE LINKS	30.00	384	1.25	A632	100193	PORK PICNIC BNLS FRZ CTN-60 LB	38.18	No	\$1.3362	\$51.02	7/1/2012		\$26.40
CNQ71303P	FULLY COOKED PORK SAUSAGE PANCAKE	30.00	160	3.00	A632	100193	PORK PICNIC BNLS FRZ CTN-60 LB	18.85	No	\$1.3362	\$25.19	7/1/2012		\$41.70
CNQ791203P	FULLY COOKED PORK SAUSAGE PATTIES	30.00	400	1.20	A632	100193	PORK PICNIC BNLS FRZ CTN-60 LB	40.00	No	\$1.3362	\$53.45	7/1/2012		\$26.40

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

PROCESSOR:

Don Lee Farms

Name of Company

Dale Fritz, Controller

Name and Title of Authorized Representative

5/25/2012

Signature Date Signed

STATE AGENCY APPROVAL:

Name of Approving Agency

Name and Title of Authorized Representative

Signature Date Signed



Don Lee Farms Customer References

SAN DIEGO UNIFIED SCHOOL DISTRICT

Service: Process commodity beef into fully cooked end user products

Representative: Sylvia Kravitz; Phone: (858) 627-7313

SANTA CLARITA VALLEY UNIFIED SCHOOL DISTRICT

Service: Process commodity beef/pork into fully cooked end user products

Representative: Pavel Matustik; Phone: (661) 295-1574

LONG BEACH UNIFIED SCHOOL DISTRICT

Service: Process commodity beef/pork into fully cooked end user products

Representative: Hope Araujo; Phone: (562) 427-7923



CNQ582253P

216/2.25oz pieces **NET WT 30.38 LB**

FULLY COOKED RIB SHAPED

PORK PATTY, BBQ FLAVOR SMOKE FLAVORING ADDED

INGREDIENTS: Ground pork (not more than 20% fat), water, seasoning (sugar, dextrose, salt, tomato powder, natural smoke flavoring (maltodextrin, natural smoke flavoring), natural grill flavor [maltodextrin, grill flavor (from partially hydrogenated soybean and cottonseed oil), modified food starch, corn syrup solids, worcestershire sauce powder [(molasses, vinegar, corn syrup, salt, caramel color, garlic, sucrose, spices, tamarind, natural flavor), maltodextrin], natural molasses powder (molasses, maltodextrin), autolyzed yeast extractives of paprika, malic acid, vinegar powder (maltodextrin, modified corn starch, vinegar), citric acid, spice extractives, oil of orange), textured vegetable protein product (soy flour, caramel color, zinc oxide, niacinamide, ferrous sulfate, copper gluconate, vitamin A palmitate, calcium pantothenate, thiamine mononitrate (B1), pyridoxine hydrochloride (B6), riboflavin (B2), cyanocobalamin (B12)), sodium phosphate.

ALLERGEN INFORMATION Soy.

CONTAINS COMMODITIES DONATED BY THE UNITED STATES DEPARTMENT. OF ACRICUM TURE. THE RIBORNIA.

CONTAINS COMMODITIES DONATED BY THE UNITED STATES DEPARTMENT OF AGRICULTURE. THIS PRODUCT SHALL BE SOLD ONLY TO ELIGIBLE RECIPIENT AGENCIES.

Heating Instructions Conventional oven 350' F, Frozen: 15 - 20 min, Thawed: 12 - 15 min

Convection oven 350' F, Frozen: 12 - 15 min, Thawed 8 - 10 min

KEEP FROZEN FOR INSTITUTIONAL USE ONLY.

ONE 2 25 oz FULLY COOKED RIB SHAPED PORK PATTY PROVIDES 2 0 oz EQUIVALENT MEATAMEAT ALTERNATE FOR CHILD CN NUTRITION MEAL PATTERN REQUIREMENTS (USE OF THIS LOGO AND STATEMENT AUTHORIZED BY THE FOOD AND NUTRITION SERVICE, USDA 12-69)

Don Lee Farms, 200 E Beach Ave, Inglewood, CA 90302 (310) 674-3180 www.donleefarms.com J S DA PROCESS CONTROL PROGRAM

2/4/2011



Data Submission Form

Basis for data submitted are "As served"

Package size (lb): 30.38

Brand: DON LEE FARMS

Servings/package: 216

Product name:

FULLY COOKED RIB SHAPED PORK PATTY, BBQ FLAVOR

Product code:

CNQ582253P

CN label number:

075908

Analysis based on 1 serving:

1 patty

2.25 oz (63.79 gm)

Nutrients	Nutrients per Serving	Unit	
Total Calories	133	kcal	
Calories from fat	75.6	kcal	
Protein	10.2	grams	
Total fat	8.4	grams	
Saturated Fat (gm)	2.9	grams	
Artificial Trans Fat (gm)	0	grams	
Carbohydrate (gm)	4.0	grams	
Fiber (gm)	0.4	grams	
Cholesterol (mg)	32	milligrams	
Calcium (mg)	19.5	milligrams	
Iron (mg)	0.6	milligrams	
Sodium (mg)	377	milligrams	
Vitamin C (mg)	0	milligrams	
Vitamin A (I.U.)	178	IU	
Thiamin-B1 (mg)	0.44	milligrams	
Riboflavin-B2 (mg)	0.13	milligrams	
Niacin-B3 (mg)	2.5	milligrams	
Vitmin-B6 (mg)	0.23	milligrams	

Allergens soy

Source of nutrient data used to calculate the nutrient analysis: ESHA database Genesis software (calculated)

Preparation instructions to include: ingredients to be added and amounts, cooking methods, time and temperature.

Store frozen up to 6 months, or refrigerated up to 7 days. Do not refreeze. This is a "heat and serve product" which may be reheated thawed or from frozen. To thaw, leave under refrigeration in the case 24 hours. Heat in a single layer on trays in an oven preheated to 350°F. Conventional oven: frozen 15 - 20 min, thawed 12 - 15 min. Convection oven: frozen 12 - 15 min, thawed 8 - 10 min. Cook time may vary by oven type or load.

yame Bortes 2/4/2011

SUZANZE BOUTROS, QC SUPERVISOR

DATI



PRODUCT SPECIFICATIONS

THIS PRODUCT SPECIFICATION SHEET PROVIDES INFORMATION REGARDING PRODUCT DESCRIPTION, AND WILL ENABLE THE PURCHASER TO DETERMINE THE FEDERAL REIMBURSABLE MEAL PATTERN CONTRIBUTION.

Product name:

FULLY COOKED RIB SHAPED PORK PATTY, BBQ FLAVOR

Product code:

CNQ582253P

Servings:

216 / 2.25 oz

Net weight (lbs):

30.38

Variety(ies) Of Meat Used In Product:

COMMODITY PORK PICNICS, MAX FAT 20%

Total Weight Of Uncooked Product (oz):

3.05

Raw Meat In Uncooked Product (oz):

2.33

Weight of Dry APP (oz):

0.11

Weight of Liquid to Rehydrate APP (oz):

0.39

Source of Alternate Protein Product:

ADM,CARGILL,SOLAE

Type & % of Protein in APP:

Textured soy flour, 50%

Weight of Rehydrated APP (oz):

0.5

Weight of Seasoning in Product (oz):

0.42

Weight of Batter/Breading in Product (oz):

0

Total Weight of Precooked Product (oz):

2.25

I CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND CORRECT, AND THAT ONE SERVING OF THE ABOVE MEAT PRODUCT (READY FOR SERVING) YIELDS 2.0 OUNCES OF COOKED MEAT/MEAT ALTERNATE, AND 0 SERVING OF BREAD WHEN PREPARED ACCORDING TO DIRECTIONS

ANY ALTERNATE PROTEIN PRODUCT USED CONFORMS TO FOOD AND NUTRITION SERVICE REGULATIONS APPENDIX A part 210 II. THAT IS, THE APP USED a) IS PROCESSED TO REMOVE SOME PORTION OF THE NON-PROTEIN CONSITUENTS, b) BIOLOGICAL QUALITY OF THE PROTEIN IS AT LEAST 80% THAT OF CASEIN, AS DETERMINED BY PROTEIN DIGESTIBILITY CORRECTED AMINO ACID SCORE (PDCAAS), c) CONTAINS AT LEAST 18% PROTEIN BY WEIGHT WHEN FULLY HYDRATED.

2/4/2011

SUZANNE BOUTROS, QC SUPERVISOR



CNQ701253P

BULK 1.25 oz.portions NET WT 30.0 LB

FULLY COOKED

SAUSAGE LINK MADE WITH PORK

INGREDIENTS: Ground pork (not more than 20% fat), water, seasoning (spices including crushed red pepper, dextrose, sugar, salt). Formed in collagen casings.

CONTAINS COMMODITIES DONATED BY THE UNITED STATES DEPARTMENT OF AGRICULTURE. THIS PRODUCT SHALL BE SOLD ONLY TO ELIGIBLE RECIPIENT AGENCIES.

Heating Instructions: Conventional oven 350' F, Frozen: 15 - 20 min, Thawed: 12 - 15 min Convection oven 350' F, Frozen: 12 - 15 min, Thawed: 8 - 10 min

KEEP FROZEN FOR INSTITUTIONAL USE ONLY

ONE 125 oz FULLY COOKED SAUSAGE LINK PROVIDES 160 oz EQUIVALENT MEAT FOR CHILD NUTRITION MEAL PATTERN CN REQUIREMENTS (USE OF THIS LOGO AND STATEMENT AUTHORIZED BY FOOD NUTRITION SERVICE, USDA 01-12) Don Lee Farms, 200 E.Beach Ave, Inglewood, CA 90302 (310) 674-3180 www.donleefarms.com

2/10/2012



Data Submission Form

Basis for data submitted are "As served"

Brand: DON LEE FARMS

Product name:

FULLY COOKED PORK SAUSAGE LINK

Product code:

CNQ701253P

CN label number:

081932

Package size (lb): 30.00

Servings/package: 384

Analysis based on 1 serving:	1 piece 1.25 oz	(35.44gm)
Nutrients	Nutrients per Serving	Unit
Total Calories	64	kcal
Calories from fat	33.3	kcal
Protein	6.7	grams
Total fat	3.7	grams
Saturated Fat (gm)	1.3	grams
Artificial Trans Fat (gm)	0	grams
Carbohydrate (gm)	0.5	grams
64 F)	0.2	grams
Fiber (gm)	23	milligrams
Cholesterol (mg)	12	milligrams
Calcium (mg)	0.4	milligrams
Iron (mg)	130	milligrams
Sodium (mg)	0	milligrams
Vitamin C (mg)	23	IU
Vitamin A (I.U.)		milligrams
Thiamin-B1 (mg)	0.3	
Riboflavin-B2 (mg)	0.1	milligrams
Niacin-B3 (mg)	1.5	milligrams
Vitmin-B6 (mg)	0.2	milligrams

Allergens none known

Source of nutrient data used to calculate the nutrient analysis: ESHA database Genesis software (calculated)

Preparation instructions to include: ingredients to be added and amounts, cooking methods, time and temperature.

Place in single layer on a baking sheet.

Conventional oven 350' F, Frozen: 15 - 20 min, Thawed: 12 - 15 min Convection oven 350' F, Frozen: 12 - 15 min, Thawed: 8 - 10 min

SUZATINE BOUTROS, QC SUPERVISOR

DATE

2/10/2012



PRODUCT SPECIFICATIONS

THIS PRODUCT SPECIFICATION SHEET PROVIDES INFORMATION REGARDING PRODUCT DESCRIPTION, AND WILL ENABLE THE PURCHASER TO DETERMINE THE FEDERAL REIMBURSABLE MEAL PATTERN CONTRIBUTION.

Product name: FULLY COOKED PORK SAUSAGE LINK

Product code: CNQ701253P Servings: 384 /1.25 oz Net weight (lbs): 30.00

Variety(ies) Of Meat Used In Product: COMMODITY GROUND PORK, MAX 20% FAT

Total Weight Of Uncooked Product (oz): 1.44

Raw Meat In Uncooked Product (oz): 1.36

Weight of Dry APP (oz):

Weight of Liquid to Rehydrate APP (oz):

Source of Alternate Protein Product:

Type & % of Protein in APP:

Weight of Rehydrated APP (oz):

Weight of Seasoning in Product (oz): 0.08

Weight of Batter/Breading in Product (oz): 0

Total Weight of Precooked Product (oz): 1.25

I CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND CORRECT, AND THAT ONE SERVING OF THE ABOVE MEAT PRODUCT (READY FOR SERVING) YIELDS 1 OUNCES OF COOKED MEAT/MEAT ALTERNATE, AND 0 SERVING OF BREAD WHEN PREPARED ACCORDING TO DIRECTIONS

ANY ALTERNATE PROTEIN PRODUCT USED CONFORMS TO FOOD AND NUTRITION SERVICE REGULATIONS APPENDIX A part 210 II. THAT IS, THE APP USED a) IS PROCESSED TO REMOVE SOME PORTION OF THE NON-PROTEIN CONSITUENTS, b) BIOLOGICAL QUALITY OF THE PROTEIN IS AT LEAST 80% THAT OF CASEIN, AS DETERMINED BY PROTEIN DIGESTIBILITY CORRECTED AMINO ACID SCORE (PDCAAS), c) CONTAINS AT LEAST 18% PROTEIN BY WEIGHT WHEN FULLY HYDRATED.

Suzanne Bortes 2/10/2012
SUZANNE BOUTROS, QC SUPERVISOR



CNQ 71303 P

160/3 oz.portions NET WT 30 LB

FULLY COOKED

PANCAKE & PORK SAUSAGE ON A STICK WHOLE GRAIN PANCAKE BATTER ROUND A MAPLE FLAVOR PORK SAUSAGE

BATTER INGREDIENTS: Water, whole wheat flour, enriched flour bleached (wheat flour, niacin, iron, thiamin mononitrate, nboflavin, folic acid), sugar, sop bean oil, soy flour, dextrose, leavening (sodium acid pyrophosphate, sodium bicarbonate), eggs, sall, ascorbic acid, artificial flavo, non-fat milk SAUSAGE INGREDIENTS Ground Pork (not more than 20% fat), Seasoning (brown sugar, sall, sugar, modified corn starch (from corn), refined syrup, spice, molasses, yeast extract, natural and artificial flavor, caramel color, corn syrup, maple syrup, maltodextrin, disodium inosinate). Made with collagen casings ALLERGEN INFORMATION: Contain wheat, soy, egg, mulk. FRIED IN SOYBEAN OIL.

CONTAINS COMMODITIES DONATED BY THE UNITED STATES DEPARTMENT OF AGRICULTURE THIS PRODUCT SHALL BE SOLD ONLY TO ELIGIBLE RECIPIENT AGENCIES

Conventional oven 350° F, Frozen 15 - 20 min, Thawed 12 - 15 min Convection oven 350° F, Frozen 12 - 15 min, Thawed 8 - 10 min Caution: Overheating may cause cracking

KEEP FROZEN FOR INSTITUTIONAL USE ONLY

EACH 3.00 oz PANCAKE WITH SAUNAGE PROVIDES 1.0 oz EQUIVALENT MEAT AND 1.1/2 SERVINGS OF BREAD ALTERNATE CN FOR CHILD NUTRITION MEAL PATTERN REQUIREMENTS (USE OF THIS LOGO AND STATEMENT AUTHORIZED BY THE FOOD CN AND NUTRITION SERVICE, USDA 11-10) Don Lee Farms. 200 E Beach Ave. Inglewood, CA 90302 (310) 674-3180 www.donleefarms.com

PROCESS CONTROL CERTIFICATION PROGRAM

2/4/2011



Data Submission Form

Basis for data submitted are "As served"

Package size (lb): 30

Servings/package: 160

Brand: DON LEE FARMS

WHOLE GRAIN PANCAKE & MAPLE PORK SAUSAGE ON A STICK

Product name: Product code:

CNQ 71303 P

CN label number:

079755

oz (85.05 gm) 3.0

Analysis based on 1 serving:	1 piece	3.0	oz (85.05 gm)	
Nutrients	Nutrients	s per Serving		Unit	
Total Calories		188		kcal	
Calories from fat		54 9.0		keal grams	
Protein Total fat		6.0		grams	
Saturated Fat (gm)		2.0		grams grams	
Artificial Trans Fat (gm) Carbohydrate (gm)		24.0		grams	
Fiber (gm)		1.6 27		grams milligrams	
Cholesterol (mg) Calcium (mg)		13		milligrams	
Iron (mg)		1.1 406		milligrams milligrams	
Sodium (mg) Vitamin C (mg)		0		milligrams	
Vitamin A (I.U.)		3		IU milligrams	
Thiamin-B1 (mg)		0.4 0.1		milligrams	
Riboflavin-B2 (mg) Niacin-B3 (mg)		1.5 0.2		milligrams milligrams	
Vitmin-B6 (mg)		0.2			

Allergens wheat, soy, egg, milk

Source of nutrient data used to calculate the nutrient analysis: ESHA database Genesis software (calculated)

Preparation instructions to include: ingredients to be added and amounts, cooking methods, time and temperature.

Store frozen up to 6 months, or refrigerated up to 7 days. Do not refreeze. To thaw, leave under refrigeration in the case 24 hours. Heat in a single layer on trays in a conventional oven at 350 degrees for 15 minutes, or a convection oven at 350 degrees for 12 minutes. Do not overcook as batter may crack due to expansion of sausage. Cook time may vary by oven type or load.

SUZAVIE BOUTROS, QC SUPERVISOR

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PRODUCT SPECIFICATIONS

THIS PRODUCT SPECIFICATION SHEET PROVIDES INFORMATION REGARDING PRODUCT DESCRIPTION, AND WILL ENABLE THE PURCHASER TO DETERMINE THE FEDERAL REIMBURSABLE MEAL PATTERN CONTRIBUTION.

Product name:

WHOLE GRAIN PANCAKE & MAPLE PORK SAUSAGE ON A STICK

Product code:

CNQ 71303 P

Servings:

160 / 3.0

oz Net weight (lbs):

30

Variety(ies) Of Meat Used In Product:

Commodity ground pork, max 20% fat

Total Weight Of Uncooked Product (oz):

1.48

Raw Meat In Uncooked Product (oz):

0

Weight of Dry APP (oz):

0

Weight of Liquid to Rehydrate APP (oz):

0

Source of Alternate Protein Product:

-

Type & % of Protein in APP: Weight of Rehydrated APP (oz):

0

Weight of Seasoning in Product (oz):

0.12

Weight of Batter/Breading in Product (oz):

1.75

Total Weight of Precooked Product (oz):

3.0

Whole wheat meets HUSSFC whole grains "B" criteria (effective for production 2/21/11 on).

I CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND CORRECT, AND THAT ONE SERVING OF THE ABOVE MEAT PRODUCT (READY FOR SERVING) YIELDS I OUNCES OF COOKED MEAT/MEAT ALTERNATE, AND 1.5 SERVING OF BREAD WHEN PREPARED ACCORDING TO DIRECTIONS

ANY ALTERNATE PROTEIN PRODUCT USED CONFORMS TO FOOD AND NUTRITION SERVICE REGULATIONS APPENDIX A part 210 II. THAT IS, THE APP USED a) IS PROCESSED TO REMOVE SOME PORTION OF THE NON-PROTEIN CONSITUENTS, b) BIOLOGICAL QUALITY OF THE PROTEIN IS AT LEAST 80% THAT OF CASEIN, AS DETERMINED BY PROTEIN DIGESTIBILITY CORRECTED AMINO ACID SCORE (PDCAAS), c) CONTAINS AT LEAST 18% PROTEIN BY WEIGHT WHEN FULLY HYDRATED.

2/4/2011

SUZANNE BOUTROS, QC SUPERVISOR

Sugarne Bortres



CNQ791203P

400/1.2 oz.portions NET WT 30.0 LB

FULLY COOKED

SAUSAGE PATTIES

INGREDIENTS: Ground pork (not more than 20% fat), water, seasoning (spices including crushed red pepper, dextrose, sugar), salt.

CONTAINS COMMODITIES DONATED BY THE UNITED STATES DEPARTMENT OF AGRICULTURE. THIS PRODUCT SHALL BE SOLD ONLY TO ELIGIBLE RECIPIENT AGENCIES.

Heating Instructions:

Conventional oven 350' F, Frozen: 15 - 20 min, Thawed: 12 - 15 min Convection oven 350' F, Frozen: 12 - 15 min, Thawed: 8 - 10 min

KEEP FROZEN FOR INSTITUTIONAL USE ONLY



3/30/2011



Data Submission Form

Basis for data submitted are "As served"

Package size (lb): 30.00

Brand: DON LEE FARMS

Servings/package: 400

Product name: TR

TRADITIONAL FLAVOR PORK SAUSAGE PATTIES

Product code:

CNQ791203P

CN label number:

080218

Analysis based on 1 serving:

1 patty

1.2 oz (34.02gm)

Nutrients	Nutrients per Serving	Unit	
Total Calories	61	kcal	
Calories from fat	31.5	kcal	
Protein	6.4	grams	
Total fat	3.5	grams	
Saturated Fat (gm)	1.2	grams	
Artificial Trans Fat (gm)	0	grams	
Carbohydrate (gm)	0.5	grams	
Fiber (gm)	0.1	grams	
Cholesterol (mg)	22	milligrams	
Calcium (mg)	12	milligrams	
Iron (mg)	0.4	milligrams	
Sodium (mg)	113	milligrams	
Vitamin C (mg)	0	milligrams	
Vitamin A (I.U.)	22	IU	
Thiamin-B1 (mg)	0.3	milligrams	
Riboflavin-B2 (mg)	0.1	milligrams	
Niacin-B3 (mg)	1.5	milligrams	
Vitmin-B6 (mg)	0.1	milligrams	

Allergens none known. Gluten free.

Source of nutrient data used to calculate the nutrient analysis: ESHA database Genesis software (calculated)

Preparation instructions to include: ingredients to be added and amounts, cooking methods, time and temperature.

tore frozen up to 12 months, or refrigerated up to 7 days. Do not refreeze. This is a "heat and serve product" which may be reheated thawed or from frozen. To thaw, leave under refrigeration in the case 24 hours. Heat in a single layer on trays in an oven preheated to 350°F. Conventional oven: frozen 15 - 20 min, thawed 12 - 15 min. Convection oven: frozen 12 - 15 min, thawed 8 - 10 min. Cook time may vary by oven type or load.

SUZANE BOUTROS, QC SUPERVISOR

3/30/2011 DATE



PRODUCT SPECIFICATIONS

THIS PRODUCT SPECIFICATION SHEET PROVIDES INFORMATION REGARDING PRODUCT DESCRIPTION, AND WILL ENABLE THE PURCHASER TO DETERMINE THE FEDERAL REIMBURSABLE MEAL PATTERN CONTRIBUTION.

Product name: TRADITIONAL FLAVOR PORK SAUSAGE PATTIES

Product code: CNQ791203P Servings: 400 /1.2 oz Net weight (lbs): 30.00

Variety(ies) Of Meat Used In Product: Commodity ground pork, max 20%

Total Weight Of Uncooked Product (oz):

Raw Meat In Uncooked Product (oz):

1.36

Weight of Dry APP (oz):

Weight of Liquid to Rehydrate APP (oz):

Source of Alternate Protein Product:

Type & % of Protein in APP:

Weight of Rehydrated APP (oz):

Weight of Seasoning in Product (oz):

0.08

Weight of Batter/Breading in Product (oz): 0

Total Weight of Precooked Product (oz): 1.2

I CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND CORRECT, AND THAT ONE SERVING OF THE ABOVE MEAT PRODUCT (READY FOR SERVING) YIELDS 1 OUNCES OF COOKED MEAT/MEAT ALTERNATE, AND 0 SERVING OF BREAD WHEN PREPARED ACCORDING TO DIRECTIONS

ANY ALTERNATE PROTEIN PRODUCT USED CONFORMS TO FOOD AND NUTRITION SERVICE REGULATIONS APPENDIX A part 210 II. THAT IS, THE APP USED a) IS PROCESSED TO REMOVE SOME PORTION OF THE NON-PROTEIN CONSITUENTS, b) BIOLOGICAL QUALITY OF THE PROTEIN IS AT LEAST 80% THAT OF CASEIN, AS DETERMINED BY PROTEIN DIGESTIBILITY CORRECTED AMINO ACID SCORE (PDCAAS), c) CONTAINS AT LEAST 18% PROTEIN BY WEIGHT WHEN FULLY HYDRATED.

Suyanne Bortres 3/30/2

SUZANNE BOUTROS, QC SUPERVISOR

END PRODUCT DATA SCHEDULE

Basic schedule for all Commodity foods

(excluding bulk poultry and nonfat dry milk)

THIS IS A REPLACEMENT SCHEOULE (For any changes to this schedule, a replacement must be submitted)

	PRODUCT DESCRIPTION					PRODUCT FORMULATION END PROD					UCT RETURN	
PRODUCT CODE & NAME		NET WEIGHT PER CASE			COMMODITY CODE/SHORT TITLE, INGREDIENTS IN RAW BATCH QUANTITY OF EACH INGREDIENT		NUMBER OF CASES PER RAW BATCH	POUNDS COMMODITY NEEDED TO PRODUCE ONE CASE	PERCENT YIELD OF COMMODITY ONLY	POUNDS OF EACH COMMODITY CONTAINED PER CASE		
	1			(ounces)	- 52	5	(pounds)					
Code	Name	2	3	4	Code	Short Title	6	7	8	9	10	
CNQ5	82253P	30.38	216	1.72	A632	BONELESS PICNIC 60LB	76.25	2.21	34.57	67%	23.1	
SAID SEED OF SEED OF SEED OF SEED OF SEED OF SEED OF SEED OF SEED OF SEED OF SEED OF SEED OF SEED OF SEED OF S	FULLY COOKED RIB			0.08		APP	3.52					
	SHAPED PORK PATTY			0.29		WATER	12.95					
	BBQ FLAVOR			0.16		SEASONINGS	7.28					
	CN#075908									B		
	LAYER PACK											
		Total Servin	g Welght (ounces):	2.25		Total Batch Weight (pounds):	100.00					
				<u> </u>		11. GUARANTEED MINIMUM RETURN	٧			88%	%	

By-products other than rework will be produced. If yes, refer to Agreement for further requirements	Processor:					
□ Yes	Don Lee Farms					
☑ No	Name of Company					
Meat & Poultry Processing require AMS supervision according to their appropriate	Donald S. Goodman, President					
certification program.	Name/ Title of Authorized Representative					
For most processing, please check one:	Signature 7/1/2010					
Process Control Certification (MGC 638)						

Approving Agency:	Subcontractor:
USDA, MGC BRANCH	
Name of Approving Agency	Name of Company
Darrell Dowd, Assistant Director	
Name and Title of Authorized Representative	Name and Title of Authorized Representative
Danes Daniel 07/01/2010	
Signature Date	Signature Date

END PRODUCT DATA SCHEDULE

Basic schedule for all Commodity foods

(excluding bulk poultry and nonfat dry milk)

☑ THIS IS A REPLACEMENT SCHEDULE (For any changes to this schedule, a replacement must be submitted)

	PRODUCT DESCRIPTION					PRODUCT FORMULATION END PRODU					UCT RETURN	
PRODUCT CODE & NAME		NET WEIGHT PER CASE	SERVINGS PER CASE NET WEIGHTPER SERVING & COMPONENTS				QUANTITY OF EACH INGREDIENT	NUMBER OF CASES PER RAW BATCH	POUNDS COMMODITY NEEDED TO PRODUCE ONE CASE	PERCENT YIELD OF COMMODITY ONLY	POUNDS OF EACH COMMODITY CONTAINED PER CASE	
	1			(ounces)		5	(pounds)					
Code	Name	2	3	4	Code	Short Title	6	7	8	9	10	
CNQ7	01253P	30.00	384	1.18	A632	BONELESS PORK PICNIC 60LB	2400.00	62.85	38.18	74%	28.3	
	FULLY COOKED PORK			0.03		SEASONING	67.00					
	SAUSAGE LINKS			0.04		WATER	76.00					
	CN# 081932											
	BULK PACK											
		Total Servin	g Weight (ounces):	1.25		Total Batch Weight (pounds):	2543.00					
				_		11. GUARANTEED MINIMUM RETURN				79%	%	

By-products other than rework will be produced. If yes, refer to Agreement for further requirements	Processor:				
□ Yes	Don Lee Farms				
☑ No	Name of Company				
Meat & Poultry Processing require AMS supervision according to their appropriate –	Donald S. Goodman, President				
certification program.	Name/Title of Authorized Representative				
For meat processing, please check one: Full Certification (MGC 640)	Signature 1/17/2012				
✓ Process Control Certification (MGC 638)					

Subcontractor:	Approving Agency:
Name of Company	USDA, GRADING AND VERIFICATION DIVISION
Name of Company	Name of Approving Agency Darrell Dowd, Supervisory Ag Marketing Specialist
Name and Title of Authorized Representative	Name and Title of Authorized Representative
Signature Date	Signature 1/27/2012

END PRODUCT DATA SCHEDULE

Basic schedule for all Commodity foods

(excluding bulk poultry and nonfat dry milk)

THIS IS A REPLACEMENT SCHEDULE (For any changes to this schedule, a replacement must be submitted)

PRODUCT DESCRIPTION						PRODUCT FORMULATION			END PRODUCT RETURN			
PRODUCT CODE & NAME		NET WEIGHT PER CASE	SERVINGS PER CASE	NET WEIGHTPER SERVING & COMPONENTS			QUANTITY OF EACH INGREDIENT	NUMBER OF CASES PER RAW BATCH	POUNDS COMMODITY NEEDED TO PRODUCE ONE CASE	PERCENT YIELD OF COMMODITY ONLY	POUNDS OF EACH COMMODITY CONTAINED PER CASE	
	1			(ounces)		5	(pounds)					
Code	Name	2	3	4	Code	Short Title	6	7	8	9	10	
CNQ71	1303P	30.00	160	1.89	CNQ 73123P	WIP PORK SAUSAGE	12.50	1.00	18.85	100%	18.85	
	FULLY COOKED PORK			1.75		PANCAKE BATTER	17.50					
	SAUSAGE PANCAKE										7	
	LAYER PACK											
	CN# 079755											
		Total Servin	g Weight (ounces):	3.00		Total Batch Weight (pounds):	30.00					
11. GUARANTEE						11. GUARANTEED MINIMUM RETURN				159%	%	

By-products other than rework will be produced. If yes, refer to Agreement for further requirements	Processor:				
□ Yes	Don Lee Farms				
Meat & Poultry Processing require AMS supervision according to their appropriate	Name of Company Donald S. Goodman, President				
certification program. For meat processing, please check one:	Name/ Title of Authorized Representative				
Full Certification (MGC 640) Process Control Certification (MGC 638)	Signature	5/16/2011			

Subcontractor:		Approving Agency:					
Name of Company		USDA, Grading and Verification Division Name of Approving Agency					
Name and Title of Authorized Repres	sentative	Darrell Dowd, Assistant Chief Name and Title of Authorized Representative					
Signature	Date	Signature Date 6/28/2011					

END PRODUCT DATA SCHEDULE

Basic schedule for all Commodity foods

(excluding bulk poultry and nonfat dry milk)

THIS IS A REPLACEMENT SCHEDULE (For any changes to this schedule, a replacement must be submitted)

PRODUCT DESCRIPTION						PRODUCT FORMULATION			END PRODUCT RETURN			
PRODUCT CODE & NAME		NET WEIGHT PER CASE	SERVINGS PER CASE	ER CASE NET WEIGHTPER SERVING & COMPONENTS		ODITY CODE/SHORT TITLE, INGREDIENTS IN RAW BATCH	QUANTITY OF EACH INGREDIENT	NUMBER OF CASES PER RAW BATCH	POUNDS COMMODITY NEEDED TO PRODUCE ONE CASE	PERCENT YIELD OF COMMODITY ONLY	POUNDS OF EACH COMMODITY CONTAINED PER CASE	
	. 1			(ounces)		5	(pounds)					
Code	Name	2	3	4	Code	Short Title	6	7	8	9	10	
CNQ7	91203P	30.00	400	1.13	A632	BONELESS PORK PICNIC 60LB	2400.00	60.00	40.00	71%	28.3	
	FULLY COOKED PORK			0.03		SEASONING	67.00					
	SAUSAGE PATTIES			0.04		WATER	76.00					
	CN# 080218											
	LAYER PACK											
ē.												
		Total Servin	g Weight (ounces):	1.20		Total Batch Weight (pounds):	2543.00					
						11. GUARANTEED MINIMUM RETURN				75%	%	

By-products other than rework will be produced. If yes, refer to Agreement for	Processor:				
further requirements					
□ Yes	Don Lee Farms				
☑ No	Name of Company				
Meat & Poultry Processing require AMS supervision according to their appropriate	Donald S. Goodman, President Name/ Title of Authorized Representative				
certification program.					
For meat processing, please check one:	Man				
Full Certification (MGC 640)	Signature 1/17/2012				
Process Control Certification (MGC 638)					

Subcontractor:	Approving Agency:				
	USDA, GRADING AND VERIFICATION DIVISION				
Name of Company	Name of Approving Agency				
	Darrell Dowd, Supervisory Ag Marketing Specialist				
Name and Title of Authorized Representative	Name and Title of Authorized Representative				
	Daniel Dand				
Signature Date	Signature 1/27/2012				