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

Request for Quotation

REQ NUMBER	PAGE
AGR1238	1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
FRANK WHITTAKER
304-558-2316

VENDOR
RFQ COPY
TYPE NAME/ADDRESS HERE

SHIP TO
DEPARTMENT OF AGRICULTURE

FOOD DISTRIBUTION PROGRAM
1 CEDAR LAKES DRIVE
RIPLEY, WV
25271 304-558-2221

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
06/06/2012				

BID OPENING DATE: 06/07/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				********** ADDENDUM NO. 2 **********		
				THIS ADDENDUM IS ISSUED TO ADD THE ATTACHED ADDITIONAL TERMS AND CONDITIONS TO THE BID DOCUMENTS.		
				THE BID OPENING DATE AND TIME HAVE NOT CHANGED.		
				********** END ADDENDUM NO. 2 **********		
0001	1	LS		385-42		
				PROCESSING USDA COMMODITY CHICKEN		

RECEIVED
2012 JUN -7 AM 9:39
WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
	479-290-3452	6-5-2012

TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Division Manager	710815086	

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. 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).

AGR1238
ADDENDUM NO. 2

ADDITIONAL TERMS AND CONDITIONS

Various Legislative acts passed in the 2012 session require inclusion of certain provisions in all state contracts. Accordingly, this addendum will add the three provisions listed below to the solicitation and resulting contract entered into between the State of West Virginia and the vendor. In the event that the solicitation is not for construction or architectural/engineering work, sections 2 and 3 below will not apply.

**see attached letter

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

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

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

2. **SUBCONTRACTOR LIST SUBMISSION:** In accordance with W. Va. Code § 5-22-1, The apparent low bidder on a contract for the construction, alteration, decoration, painting or improvement of a new or existing building or structure valued at more than $500,000.00 shall submit a list of all subcontractors who will perform more than $25,000.00 of work on the project including labor and materials. This provision shall not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.

   a. **Required Information.** The subcontractor list shall contain the following information:

      i. Bidder's name
      ii. Name of each subcontractor
      iii. License numbers as required by W. Va. Code § 21-11-1 et. seq.

iv. Notation that no subcontractors will be used if the bidder will perform the work

b. Submission. The completed subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. Failure to submit the subcontractor list within one business day after the deadline for submitting bids shall result in disqualification of the bid.

c. Substitution of Subcontractor. Written approval must be obtained from the Purchasing Division before any subcontractor substitution is permitted. Substitutions are not permitted unless:

i. The subcontractor listed in the original bid has filed for bankruptcy;
ii. The subcontractor in the original bid has been debarred or suspended; or
iii. The contractor certifies in writing that the subcontractor listed in the original bill fails, is unable, or refuses to perform his subcontract.

3. **GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: *Provided*, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

To: West Virginia Dept of Agriculture-Food Distribution

From: Tyson Foods Inc..

Date: 06/06/2012

Subject: RFQ # AGR1238

As a matter of corporate policy, Tyson Foods Inc. does not conduct criminal background checks on all employees. Tyson will coordinate its deliveries to assure they comply with a school's requirements that (1) deliveries will be made on school property only when children are not expected to be present *or* (2) deliveries will be made to a local distributor or cold warehouse that can provide background-certified personnel for delivery to a school's location or from which the school can pick up the product.

If you have any questions or concerns please contact me.

Best Regards,

Randall H. Collins
Division Manager

State of West Virginia
Department of Administration
Purchasing Division
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ADDRESS CORRESPONDENCE TO ATTENTION OF:
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304-558-2316

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RFQ COPY
TYPE NAME/ADDRESS HERE
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2200 Don Tyson Parkway
Springdale, AR 72762

SHIP TO
DEPARTMENT OF AGRICULTURE
FOOD DISTRIBUTION PROGRAM
1 CEDAR LAKES DRIVE
RIPLEY, WV
25271 304-558-2221

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/25/2012				

BID OPENING DATE: 06/07/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
	********** ADDENDUM NO. 1 **********					
	THIS ADDENDUM IS ISSUED TO:					
	1) PROVIDE THE ATTACHED CHAANGES TO THE SPECIFICATIONS.					
	2) EXTEND THE BID OPENING DATE AND TIME TO: 06/07/2012 AT 1:30 PM.					
	********** END ADDENDUM NO. 1 **********					
0001	1	LS		385-42		
	PROCESSING USDA COMMODITY CHICKEN					
	****** THIS IS THE END OF RFQ AGR1238 ******				TOTAL:	

RECEIVED
2012 MAY 30 PM 2:48
WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE [signature] TELEPHONE 479-290-3452 DATE 5-29-12

TITLE Division Manager FEIN 710815086

ADDRESS CHANGES TO BE NOTED ABOVE

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AGR1238

Section 4 of the specifications is changed to read as follows:

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 SHOULD BE ASCRIBED WITH ORIGINAL SIGNATURES IN BLUE INK. NEITHER ELECTRONIC NOR STAMPED SIGNATURES CAN BE ACCEPTED.

SEPDS A

SUMMARY END PRODUCT DATA SCHEDULE

TYSON

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:

☐ Reflects Change in Formulation *(Italic)*

☑ Additional Products Listed NEW

☐ Correction

☐ 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)

Certified by State Agency

End Product Code & Description		Net Weight Per Case (lbs.)	Servings Per Case	Net Weight per Serving (oz.)	Item Code	New WBSCM Item Code	New WBSCM Description	DF Inventory Drawdown per case	By Products Produced*	Value per pound of DF	Value of DF per case (F x H)	Effective Date	State Agency Acceptance/Approval ☐ Check for quick approval	FFS $ per case
A		B	C	D	E			F	G	H	I	J	K	
CHICKEN														
2154	FC CN Whole Grain Breaded Chicken Pattie Fritter	30.56	150	3.26	A522	100103	CHICKEN LARGE CHILLED -BULK	14.48	No	$0.7284	$10.54			$38.20
2155	FC CN Whole Grain Breaded Chicken Chunks	27.09	144	3.00	A522	100103	CHICKEN LARGE CHILLED -BULK	13.20	No	$0.7284	$9.62			$33.86
3734	FC CN Home Style Breaded Chicken Pattie	29.81	150	3.18	A522	100103	CHICKEN LARGE CHILLED -BULK	29.98	No	$0.7284	$21.84			$29.81
3736	FC CN Home Style Breaded Chicken Chunks	27.05	137	3.15	A522	100103	CHICKEN LARGE CHILLED -BULK	27.21	No	$0.7284	$19.82			$27.05
4114	FC CN Homestyle Pepper Breaded Chicken Tenders Fritter	29.98	130	3.69	A522	100103	CHICKEN LARGE CHILLED -BULK	27.44	No	$0.7284	$19.98			$35.98
5778	FC CN Home Style Breaded Breakfast Chicken Pattie	18.12	200	1.45	A522	100103	CHICKEN LARGE CHILLED -BULK	12.08	No	$0.7284	$8.80			$19.93
15481	FC CN Hot & Spicy Whole Grain Breaded Chicken Chunks	26.77	102	4.20	A522	100103	CHICKEN LARGE CHILLED -BULK	28.39	No	$0.7284	$20.68			$34.00
15483	FC CN Hot & Spicy Whole Grain Breaded Chicken Pattie	25.92	105	3.95	A522	100103	CHICKEN LARGE CHILLED -BULK	27.48	No	$0.7284	$20.02			$32.92

PROCESSOR:

Tyson Sales and Distributions, Inc.
Name of Company

Andrew Lubert, VP Government BU
Name and Title of Authorized Representative

Signature — 12/27/2011 Date Signed

USDA APPROVAL:
(not applicable for state summary)

USDA AMS/FNS
Name of Approving Agency

Sherry Thackeray-Comm. Processing
Name and Title of Authorized Representative

Signature — 01/18/2012 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

The signatures on this SEPDS are the signatures on file with the USDA. To alter the the signatures would render this document as null nad void. We are unable to provide original signatures in blue ink.

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	PAGE
AGR1238	1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
FRANK WHITTAKER
304-558-2316

VENDOR
TYSON SALES & DISTRIBUTION
2200 DON TYSON PARKWAY
SPRINGDALE, AR 72762

SHIP TO
DEPARTMENT OF AGRICULTURE

FOOD DISTRIBUTION PROGRAM
1 CEDAR LAKES DRIVE
RIPLEY, WV
25271 304-558-2221

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
05/02/2012				

BID OPENING DATE: 05/29/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		385-42		

PROCESSING USDA COMMODITY CHICKEN

THE WEST VIRGINIA PURCHASING DIVISON FOR THE AGENCY THE DEPARTMENT OF AGRICULTURE IS SOLICITING BIDS FOR AN OPEN-END CONTRACT FOR PROCESSING USDA CHICKEN INTO CHICKEN PRODUCTS PER THE ATTACHED SPECIFICATIONS.

ALL TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO FRANK WHITTAKER IN THE WV PURCHASING DIVISON VIA EMAIL AT FRANK.M.WHITTAKER@WV.GOV OR VIA FAX AT 304-558-4115. DEADLINE FOR TECHNICAL QUESTIONS IS 04/15/2012 AT 4:00 PM. ALL TECHNICAL QUESTIONS WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE.

RECEIVED
2012 MAY 24 PM 3:43
WV PURCHASING DIVISION

EXHIBIT 3

LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON ..... AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.

UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT BY THE STATE OF WEST VIRGINIA, ITS AGENCIES, OR POLITICAL SUBDIVISIONS, THE

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
	479-290-3452	5-21-12

TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Division Mgr	71-0815086	

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

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Department of Administration
Purchasing Division
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TERMS, CONDITIONS, AND PRICING SET FORTH HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.

RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.

CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.

OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)

QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.

BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE

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SIGNATURE	TELEPHONE	DATE
	479-290-3452	5-21-12

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CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.

THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.

REV. 01/17/2012

NOTICE

A SIGNED BID MUST BE SUBMITTED TO:

DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
BUILDING 15
2019 WASHINGTON STREET, EAST
CHARLESTON, WV 25305-0130

THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:

SEALED BID

BUYER: 44

RFQ. NO.: AGR1238

BID OPENING DATE: 05/29/2012

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	479-290-3452	5-21-12

TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Division Mgr	71-0815086	

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

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	PAGE
AGR1238	4

ADDRESS CORRESPONDENCE TO ATTENTION OF:
FRANK WHITTAKER
304-558-2316

VENDOR
RFQ COPY
TYPE NAME/ADDRESS HERE
Tyson Sales & Distn Inc
2200 Don Tyson Parkway
Springdale, AR 72762

SHIP TO
DEPARTMENT OF AGRICULTURE
FOOD DISTRIBUTION PROGRAM
1 CEDAR LAKES DRIVE
RIPLEY, WV
25271 304-558-2221

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/02/2012				

BID OPENING DATE: 05/29/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
	BID OPENING TIME:			1:30 PM		
	PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: 479-203-4246					
	CONTACT PERSON (PLEASE PRINT CLEARLY): Randall H Collins					
	****** THIS IS THE END OF RFQ AGR1238 ****** TOTAL:					

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
	479-290-3452	5-21-12

TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Division Mgr	71-0815086	

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

INVITATION TO BID

To establish an agreement between the West Virginia Department of Agriculture Food Distribution Program and a processing firm to produce **chicken products** using USDA Commodity **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, 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 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
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. **see attached statement

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 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 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 July 01, 2012 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:

June 30, 2013 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 CHICKEN PRODUCTS

1. END PRODUCT INFORMATION
   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 transfats.

2. 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.
   - 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.
   - 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 PARTICIPATION AGREEMENT

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 Tyson Sales & Distn Inc (Processor).

State Distributing Agency WV Department of Agriculture, Food Distribution Program		Processor	Tyson Sales & Distn Inc
Name	Darrell Carter	Name	Jayme Zachry
Title	Program Director	Title	Govt Commodities Mgr
Address	4496 Cedar Lakes Road	Address	2200 Don Tyson Pkwy
City, State, Zip	Ripley, WV 25271	City, State, Zip	Springdale, AR 72762
Contact	Darrell Carter	Contact	Randall H Collins
Phone	304-558-0573	Phone	479-290-3452
Fax	304-372-3322	Fax	479-203-4246
E-mail	dcarter@ag.state.wv.us	E-mail	fs_schoollady@tyson.com
Web Address	www.state.wv.us/admin/purchase/vrc	Web Address	www.tyson.com
Signature		Signature	
Date		Date	5/21/2012

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

1. **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	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)

   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 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. **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.

_____

_____

_____

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

Rev. 09/08

State of West Virginia

NON-APPLICABLE

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: _____ **Signed:** _____

Date: _____ **Title:** _____

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

RFQ No. AGR1238

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 counties 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 counties 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: Tyson Sales & Distn Inc

Authorized Signature: _____ Date: 5/21/2012

State of arkansas

County of washington, to-wit:

Taken, subscribed, and sworn to before me this 21st day of may, 2012.

My Commission expires 2/7, 2018.

AFFIX SEAL HERE

NOTORY PUBLIC Jeanne M. King

Jeanne M. King
Notary Public
Benton County
State of Arkansas
Commission #12361442
Commission Expires 2/7/18

Tyson Prepared Foods, Inc.

References

Montgomery County BOE
16644 Crabbs Branch Way
Rockville, MD 20855
Ph: 301-840-8170
Barbara Harral Barbara_w_harral@mcpsmd.org

Shenendehowa School District
5 Chelsea Place
Clifton Park, NY 12065
Ph: 518-881-0630
Lisa Ostrowski ostrlisa@shenet.org

Hartford County BOE
960 Main Street
Hartford, CT 06103
Ph: 860-695-8491
Lonnie Burt burty001@hartfordschools.org

Tyson Food Service

2200 Don Tyson Parkway, Springdale, AR 72762-6999
www.tysonfoodservice.com

TO: Whom It May Concern

FROM: Randy Collins
Director of Commercial Bids

DATE: May 18, 2012

RE: Tyson's USDA Approved Processing Programs

1. Poultry
   a. All chopped and formed, bone-in codes are produced under "The Standard Yield Program". This allows for full substitution and seamless production. Districts may utilize entitlement $/Lbs. prior to official order or receipt of USDA designated Delivery Order.(D.O.)

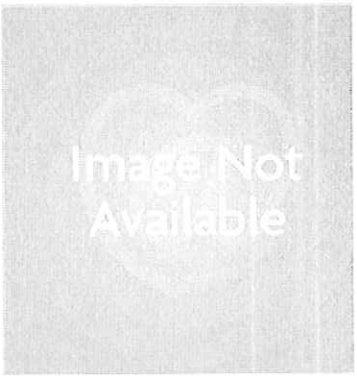
   b. Guaranteed Minimum Return (GMR): this applies to our Fajita Meat and Diced Chicken. These lbs. are reported to State records on an over under basis regarding the designated D.O. only. Finished cases are yielded uniformly and comingled. This allows orders to be shipped continuously and prior to receipt/production of any specific designated D.O.

2. Beef
   a. Guaranteed Return Option (GRO) is USDA's red meat program offered to PCCP approved programs. Tyson is able to use these programs to fully substitute Beef and utilize a Indirect Sales Discount Program (NOI). USDA-FNS includes these coded on the SEPDS-A documents that govern the Pass through Value Discounts.

Please call if you need further clarification. (800) 424-4253

Product Information

Tyson FoodService
Working at the Heart of Your Menu



CN Homestyle Chunks, w/DWE

Product Code: 3736-328

UPC Code: 00023700509659

- Chicken is a popular product with kids - kids under the age of 18 prefer chicken items over other protein offerings.
- Ideal for line service and a la carte programs
- Fully cooked heat-and-serve products minimize prep time and food safety concerns.
- Homestyle flaky wheat breading with pepper and other seasonings

PREPARATION

PREPARATION: Appliances vary, adjust accordingly. CONVENTIONAL OVEN: Place frozen in preheated oven at 400°F for 7-10 minutes. CONVECTION OVEN: Place frozen in preheated oven at 375°F for 6-8 minutes.

PIECE COUNT

Minimum of 685 0.63oz CHUNK(s) per CASE

MASTER CASE

Gross Weight	28.6435 LB	Width:	13 IN
Net Weight	27.05 LB	Length:	17 IN
Cube:	1.439 FT	Height:	11.25 IN

PALLET CONFIGURATION

Ti:	8	Hi:	6

INGREDIENTS

Chicken, dried whole egg, water, seasoning (salt, onion powder, modified corn starch, natural flavor) and sodium phosphates. BREADED WITH: Enriched wheat flour (enriched with niacin, ferrous sulfate, thiamine mononitrate, riboflavin, folic acid), water, enriched bleached wheat flour (enriched with niacin, ferrous sulfate, thiamine mononitrate, riboflavin, folic acid), salt, modified corn starch, spices, dextrose, garlic powder, oleoresin paprika and annatto, xanthan gum and natural flavors. Breading set in vegetable oil.

CONTAINS egg, wheat

STORAGE

Shelf Life:	270 days
Storage Temp:	0 F
Storage Method:	Frozen

Nutrition Facts

Serving Size: 5 PIECES (88g)
Servings Per Container: About 137

Amount Per Serving	
Calories 210	Calories from Fat 110
	% Daily Value*
Total Fat 12g	18%
Saturated Fat 2.5g	13%
Trans Fat 0g	
Polyunsaturated Fat 4g	
Monounsaturated Fat 4.5g	
Cholesterol 90mg	30%
Sodium 410mg	17%
Total Carbohydrate 11g	4%
Dietary Fiber 0g	0%
Sugars 0g	
Protein 14g	28%
Vitamin A 2%	Vitamin C 0%
Calcium 0%	Iron 6%

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

CN Label: Yes
CN Label Numbers:
069921/NHL, 071800/WFS
CN Statement: Five 0.63 oz. fully cooked breaded chicken chunk-shaped patties provides 2.00 oz. equivalent meat/meat alternate and 1 serving bread alternate for Child Nutrition Meal Pattern Requirements.

To obtain a signed copy of the CN statement for this item, please contact the Tyson Food Service Concierge via e-mail or call 1-800-248-9766.

Target 1 - Products that meet USDA's **Target 1** Meal Standard requirements for sat fat, sodium and calories.

Target 2 - Products that meet USDA's **Target 2** Meal Standard requirements for sat fat, sodium and calories.

Product information valid as of 5/18/2012.

EPDS 3

END PRODUCT DATA SCHEDULE

Standard Yield - Bulk Poultry/Fruits and Vegetables

☐ THIS IS A REPLACEMENT SCHEDULE

Identification for Combination of End Products:

PRODUCT DESCRIPTION					PRODUCT FORMULATION				END PRODUCT RETURN		
PRODUCT CODE & NAME 1		NET WEIGHT PER CASE	NUMBER OF SERVINGS PER CASE	NET WEIGHT PER SERVING (ounces)	COMMODITY CODE/SHORT TITLE, INGREDIENTS IN RAW BATCH 5		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 #	Name	2	3	4	Code #	Short Title	6	7	8	9	10
3736	FC CN Chicken Chunks w/ Dried Whole Egg	27.05	137	3.15 oz	A522	Chicken DF	92.4	27.20%	1371	27.21	99%
	"Home Style" 5 pcs.			(3.63 oz)		Dried Whole Egg	4.8				
						Water	2.0				
	(NP natural proportion)					Seasoning	0.9				
								CN process verified			
		Total Portion Weight (ounces)				Total Batch Weight (pounds):	100.00				

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

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

PROCESSOR:

TYSON SALES AND DISTRIBUTION, INC
Name of Company

Johnny C. Hughes, Sr. Dir. Government Sales
Name and Title of Authorized Representative

Signature

04/28/09
Date

USDA APPROVAL:

APPROVED
Name of Approving Agency

5/12/09

Name and Title of Authorized Representative

By Signature

Date

Poultry Programs, Grading Branch, USDA

SUBCONTRACTOR:

Name of Approving Agency

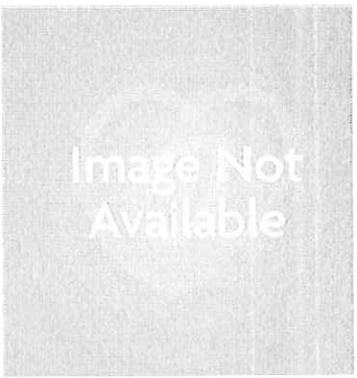
Name and Title of Authorized Representative

Signature

Date

Product Information

Tyson FoodService
Working at the Heart of Your Menu



Tyson

Homestyle Breaded Chicken Patties with DWE, Fully Cooked, CN

Product Code: 3734-328 UPC Code: 00023700509642

- Chicken is a popular product with kids - kids under the age of 18 prefer chicken items over other protein offerings.
- Ideal for line service and a la carte programs
- Fully cooked heat-and-serve products minimize prep time and food safety concerns.
- Homestyle flaky wheat breading with pepper and other seasonings

PREPARATION

PREPARATION: Appliances vary, adjust accordingly. CONVENTIONAL OVEN: Place frozen patties in preheated oven at 400°F for 8-10 minutes. CONVECTION OVEN: Place frozen patties in preheated oven at 375°F for 6-8 minutes.

PIECE COUNT

Minimum of 150 3.18oz PATTIE(s) per CASE

MASTER CASE

Gross Weight	32.1506 LB	Width:	15.625 IN
Net Weight	29.81 LB	Length:	23.5 IN
Cube:	1.78 FT	Height:	8.375 IN

PALLET CONFIGURATION

Ti:	5	Hi:	8

INGREDIENTS

Chicken, dried whole egg, water, seasoning (salt, onion powder, modified corn starch, natural flavor), and sodium phosphates. BREADED WITH: Enriched wheat flour (enriched with niacin, ferrous sulfate, thiamine mononitrate, riboflavin, folic acid), water, enriched bleached wheat flour (enriched with niacin, ferrous sulfate, thiamine mononitrate, riboflavin, folic acid), salt, modified corn starch, spices, dextrose, garlic powder, oleoresin paprika and annatto, xanthan gum and natural flavors. Breading set in vegetable oil.

CONTAINS egg, wheat

STORAGE

Shelf Life:	270 days
Storage Temp:	0 F
Storage Method:	Frozen

Nutrition Facts

Serving Size: 1 PIECE (88g)
Servings Per Container: About 150

Amount Per Serving	
Calories 210	Calories from Fat 110
	% Daily Value*
Total Fat 12g	18%
Saturated Fat 2.5g	13%
Trans Fat 0g	
Polyunsaturated Fat 4.5g	
Monounsaturated Fat 4.5g	
Cholesterol 90mg	30%
Sodium 410mg	17%
Total Carbohydrate 12g	4%
Dietary Fiber 1g	4%
Sugars 0g	
Protein 14g	28%
Vitamin A 2%	Vitamin C 0%
Calcium 2%	Iron 6%

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

CN Label: Yes
CN Label Numbers:
063482, 071799
CN Statement: One 3.18 oz. fully cooked breaded chicken pattie provides 2.00 oz. equivalent meat/meat alternate and 1 serving of bread alternate for the Child Nutrition Meal Pattern Requirements.

To obtain a signed copy of the CN statement for this item, please contact the Tyson Food Service Concierge via e-mail or call 1-800-248-9766.

Target 1 - Products that meet USDA's **Target 1** Meal Standard requirements for sat fat, sodium and calories.

Target 2 - Products that meet USDA's **Target 2** Meal Standard requirements for sat fat, sodium and calories.

Product information valid as of 5/18/2012.

EPDS 3

END PRODUCT DATA SCHEDULE

Standard Yield - Bulk Poultry/Fruits and Vegetables

☐ THIS IS A REPLACEMENT SCHEDULE

Identification for Combination of End Products:

PRODUCT DESCRIPTION					PRODUCT FORMULATION				END PRODUCT RETURN		
PRODUCT CODE & NAME 1		NET WEIGHT PER CASE	NUMBER OF SERVINGS PER CASE	NET WEIGHT PER SERVING (ounces)	COMMODITY CODE/SHORT TITLE, INGREDIENTS IN RAW BATCH 5		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 #	Name	2	3	4	Code #	Short Title	6	7	8	9	10
3734	FC CN Chicken Patty w/ Dried Whole Egg	29.81	150	3.18 oz	A522	Chicken DF	92.4	27.30%	1261	29.98	99%
	"Home Style"					Dried Whole Egg	4.8				
						Water	2.0				
	(NP natural proportion)					Seasoning	0.9				
								CN process verified			
	Total Portion Weight (ounces)					Total Batch Weight: (pounds)	100.00				

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

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

PROCESSOR:

TYSON SALES AND DISTRIBUTION, INC.
Name of Company

Johnny C. Hughes, Sr. Dir. Government Sales
Name and Title of Authorized Representative

Signature — 04/29/09 Date

USDA APPROVED

APPROVED
Name of Approving Agency
5/19/09

Name and Title of Authorized Representative

By Signature — Date
Poultry Programs, Grading Branch, USDA

SUBCONTRACTOR:

Name of Approving Agency

Name and Title of Authorized Representative

Signature — Date

Product Information

Tyson FoodService
Working at the Heart of Your Menu

Breaded Whole Grain Chunks, w/SPC & ISP, CN

Product Code: 2155-328

UPC Code: 00023700675347

- Guaranteed piece count range and consistent sizing allow for better portion and cost control.

PREPARATION

PREPARATION: Appliances vary, adjust accordingly. CONVECTION OVEN: 6-8 minutes at 375°F from frozen. CONVENTIONAL OVEN: 8-10 minutes at 400°F from frozen.

PIECE COUNT

Minimum of 720 PIECE(s) per CASE
(120 per bag)

MASTER CASE

Gross Weight	29.4306 LB	Width:	15.625 IN
Net Weight	27.09 LB	Length:	23.5 IN
Cube:	1.78 FT	Height:	8.375 IN

PALLET CONFIGURATION

Ti:	5	Hi:	8

INGREDIENTS

Chicken, water, textured soy protein concentrate, isolated soy protein with less than 2% soy lecithin, seasoning [corn syrup solids, brown sugar, dextrose, salt, vinegar powder (maltodextrin, modified corn starch, dried vinegar), garlic powder, onion powder, chicken type flavor (hydrolyzed corn gluten, autolyzed yeast extract, sunflower oil, disodium inosinate, disodium guanylate)], sodium phosphates. BREADED WITH: Whole wheat flour, water, enriched bleached wheat flour (enriched with niacin, reduced iron, thiamine mononitrate, riboflavin, folic acid), modified wheat starch, salt, soybean oil, spice, paprika, yellow corn flour, leavening (sodium acid pyrophosphate, sodium bicarbonate, monocalcium phosphate), garlic powder, natural flavor, extractives of turmeric, fumaric acid. Breading set in vegetable oil.

CONTAINS soy, wheat

STORAGE

Shelf Life:	270 days
Storage Temp:	0 F
Storage Method:	Frozen

Nutrition Facts

Serving Size: 5 PIECES (84g)
Servings Per Container: About 144

Amount Per Serving	
Calories 180	Calories from Fat 70
	% Daily Value*
Total Fat 8g	12%
Saturated Fat 1.5g	8%
Trans Fat 0g	
Polyunsaturated Fat 3.5g	
Monounsaturated Fat 2.5g	
Cholesterol 20mg	7%
Sodium 450mg	19%
Total Carbohydrate 14g	5%
Dietary Fiber 2g	8%
Sugars 1g	
Protein 13g	26%
Vitamin A 0%	Vitamin C 0%
Calcium 4%	Iron 10%

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

CN Label: Yes
CN Label Numbers:
081515/NHL, 081514/WFS
CN Statement: Five 0.60 oz. fully cooked, breaded chunk shaped chicken patties provide 2.00 oz. equivalent meat/meat alternate and 1.00 serving of bread alternate for the Child Nutrition Meal Pattern Requirements.

To obtain a signed copy of the CN statement for this item, please contact the Tyson Food Service Concierge via e-mail or call 1-800-248-9766.

Target 1 - Products that meet USDA's **Target 1** Meal Standard requirements for sat fat, sodium and calories.

Target 2 - Products that meet USDA's **Target 2** Meal Standard requirements for sat fat, sodium and calories.

Product information valid as of 5/18/2012.

CONFIDENTIAL

EPDS 3

END PRODUCT DATA SCHEDULE

Standard Yield - Bulk Poultry/Fruits and Vegetables

☐ THIS IS A REPLACEMENT SCHEDULE

Identification for Combination of End Products:

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 #	Name				Code #	Short Title					
1		2	3	4	5		6	7	8	9	10
2135	CN FC Chicken Chunk	27.09	144	3 (5/ 60)	A522	Chicken DF	45.4	28.30%	2726	13.20	205%
	w/ Whole Grain Breading					Water	37.8				
	(NP natural proportion)					Soy	11.5				
						Seasoning	5.3				
								CN process verified			
	Total Portion Weight (ounces)					Total Batch Weight: (pounds)	100.00				

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

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

Formulation and Fabrication procedures must be attached.

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

PROCESSOR:

TYSON SALES AND DISTRIBUTION, INC
Name of Company

Johnny C. Hughes, Sr. Dir. Government Sales
Name and Title of Authorized Representative

Signature — 04/28/09 Date

USDA APPROVED

Name of Approving Agency

5/19/09

Name and Title of Authorized Representative

Signature — Date

SUBCONTRACTOR:

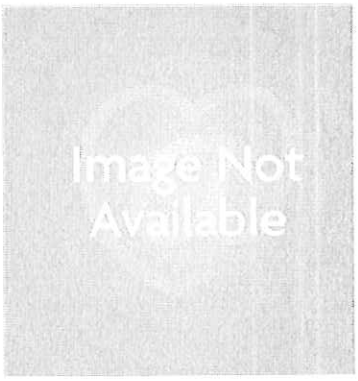
Name of Approving Agency

Name and Title of Authorized Representative

Signature — Date

Product Information

Tyson FoodService
Working at the Heart of Your Menu™



Tyson

Breaded Whole Grain Chicken Patties, Fully Cooked, CN, w/SPC & ISP

Product Code: 2154-328 UPC Code: 00023700675149

- Whole grain breading provides a rich balance of nutrients and is an important source of fiber, helping to meet the recommendations of the 2005 Dietary Guidelines for Americans
- *Kid Tested, Kid Approved*™ in K-12 public schools.
- Guaranteed piece count range and consistent sizing allow for better portion and cost control.

PREPARATION

PREPARATION: Appliances vary, adjust accordingly. CONVECTION OVEN: 6-8 minutes at 375°F from frozen. CONVENTIONAL OVEN: 8-10 minutes at 400°F from frozen.

PIECE COUNT

Minimum of 150 3.26oz PATTIE(s) per CASE
approximately

MASTER CASE

Gross Weight	32.9006 LB	Width:	15.625 IN
Net Weight	30.56 LB	Length:	23.5 IN
Cube:	1.78 FT	Height:	8.375 IN

PALLET CONFIGURATION

Ti:	5	Hi:	8

INGREDIENTS

Chicken, water, textured soy protein concentrate, isolated soy protein with less than 2% soy lecithin, seasoning [corn syrup solids, brown sugar, dextrose, salt, vinegar powder (maltodextrin, modified corn starch, dried vinegar), garlic powder, onion powder, chicken type flavor (hydrolyzed corn gluten, autolyzed yeast extract, sunflower oil, disodium inosinate, disodium guanylate)], sodium phosphates. BREADED WITH: Whole wheat flour, water, enriched bleached wheat flour (enriched with niacin, reduced iron, thiamine mononitrate, riboflavin, folic acid), modified wheat starch, salt, soybean oil, spice, paprika, yellow corn flour, leavening (sodium acid pyrophosphate, sodium bicarbonate, monocalcium phosphate), garlic powder, natural flavor, extractives of turmeric, fumaric acid. Breading set in vegetable oil.

CONTAINS soy, wheat

STORAGE

Shelf Life:	270 days
Storage Temp:	0 F
Storage Method:	Frozen

Nutrition Facts

Serving Size: 1 PIECE (91g)
Servings Per Container: About 150

Amount Per Serving	
Calories 230	Calories from Fat 120
	% Daily Value*
Total Fat 13g	20%
Saturated Fat 2g	10%
Trans Fat 0g	
Polyunsaturated Fat 6g	
Monounsaturated Fat 4g	
Cholesterol 20mg	7%
Sodium 490mg	20%
Total Carbohydrate 15g	5%
Dietary Fiber 3g	12%
Sugars 1g	
Protein 13g	26%
Vitamin A 0%	Vitamin C 0%
Calcium 4%	Iron 10%

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

CN Label: Yes
CN Label Numbers:
081513/NHL, 081512/WFS
CN Statement: Each 3.26 oz. fully cooked chicken pattie fritter provides 2.00 oz. equivalent meat/meat alternate and 1.00 serving of bread alternative for the Child Nutrition Meal Pattern Requirements.

To obtain a signed copy of the CN statement for this item, please contact the Tyson Food Service Concierge via e-mail or call 1-800-248-9766.

Target 1 - Products that meet USDA's **Target 1** Meal Standard requirements for sat fat, sodium and calories.

Target 2 - Products that meet USDA's **Target 2** Meal Standard requirements for sat fat, sodium and calories.

Product information valid as of 5/18/2012.

CONFIDENTIAL

EPDS 3

END PRODUCT DATA SCHEDULE

Standard Yield - Bulk Poultry/Fruits and Vegetables

☐ THIS IS A REPLACEMENT SCHEDULE

Identification for Combination of End Products:

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
Code #	Name				Code #	Short Title					
2154	CN FC Chicken Pattie Fritter	30.56	150	3.26	A522	Chicken DF	45.4	30.30%	2497	14.43	211%
	w/ Whole Grain Breading					Water	37.8				
	(NP natural proportion)					Soy	14.5				
						Seasoning	2.3				
								Ck process verified			
	Total Portion Weight (ounces)					Total Batch Weight: (pounds)	100.00				

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

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

PROCESSOR:

TYSON SALES AND DISTRIBUTION, INC.
Name of Company

Johnny C. Hughes, Sr. Dir. Government Sales
Name and Title of Authorized Representative

Signature — 04/28/09 Date

USDA APPROVAL:

APPROVED
Name of Approving Agency

5/19/09

Name and Title of Authorized Representative

By Signature — Date

Poultry Programs, Grading Branch, USDA

SUBCONTRACTOR:

Name of Approving Agency

Name and Title of Authorized Representative

Signature — Date

Product Information

Tyson FoodService
Working at the Heart of Your Menu™

Hot & Spicy Whole Grain Chunks

Product Code: 15481-328

UPC Code: 00031400009010

- Divert your A522 USDA Large WOGS
- While nutrition begins to factor in for Tweens and Teens, taste is primary for students of all ages. Serve them *Tyson* Hot & Spicy Whole Grain. They know it tastes great, you know it's healthy.
- When paired with a low-fat diet and exercise, eating whole grains may help prevent heart disease and lower cholesterol. (Whole Grain for Americans, 2005)
- *Kid Tested, Kid Approved*™ Product

PREPARATION

PREPARATION: Appliances vary, adjust accordingly. CONVECTION OVEN: Place frozen chunks in preheated oven at 375°F for 6-8 minutes. CONVENTIONAL OVEN: Place frozen chunks in preheated oven at 400°F for 8-10 minutes. DEEP FRY: Place frozen chunks in 350°F oil for 2-2 1/2 minutes.

PIECE COUNT

Minimum of 510 0.84oz CHUNK(s) per CASE

MASTER CASE

Gross Weight	28.165 LB	Width:	13 IN
Net Weight	26.77 LB	Length:	17 IN
Cube:	1.439 FT	Height:	11.25 IN

PALLET CONFIGURATION

Ti:	8	Hi:	6

INGREDIENTS

Chicken, chicken broth, sodium phosphates, salt, flavoring. BREADED WITH: Whole wheat flour, water, enriched bleached wheat flour (enriched with niacin, reduced iron, thiamine mononitrate, riboflavin, folic acid), salt, wheat flour, modified wheat and corn starch, spices, sugar, onion powder, garlic powder, wheat gluten, autolyzed yeast, sodium phosphates, extractives of paprika, natural and artificial flavors (contains milk), maltodextrin, sesame oil, disodium inosinate and disodium guanylate, leavening (sodium acid pyrophosphate, sodium bicarbonate, corn starch, monocalcium phosphate), lactose, lactic acid, dextrose, mono and diglycerides, non-fat milk, dextrin, torula yeast, whey. Breading set in vegetable oil.

CONTAINS milk, wheat

STORAGE

Shelf Life:	270 days
Storage Temp:	0 F
Storage Method:	Frozen

Nutrition Facts

Serving Size: 4 PIECES (94g)
Servings Per Container: About 128

Amount Per Serving	
Calories 220	Calories from Fat 110
	% Daily Value*
Total Fat 13g	20%
Saturated Fat 3g	15%
Trans Fat 0g	
Polyunsaturated Fat 4.5g	
Monounsaturated Fat 4.5g	
Cholesterol 40mg	13%
Sodium 360mg	15%
Total Carbohydrate 13g	4%
Dietary Fiber 1g	4%
Sugars 1g	
Protein 13g	26%
Vitamin A 15%	Vitamin C 0%
Calcium 2%	Iron 8%

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

CN Label: Yes
CN Label Numbers:
081224/WFS, 081225/NHL
CN Statement: Five 0.84 oz. fully cooked breaded chicken chunk-shaped patties provide 2.00 oz. equivalent meat and 1.25 servings of bread alternative for the Child Nutrition Meal Pattern Requirements.

To obtain a signed copy of the CN statement for this item, please contact the Tyson Food Service Concierge via e-mail or call 1-800-248-9766.

Target 1 - Products that meet USDA's **Target 1** Meal Standard requirements for sat fat, sodium and calories.

Target 2 - Products that meet USDA's **Target 2** Meal Standard requirements for sat fat, sodium and calories.

Product information valid as of 5/18/2012.

CONFIDENTIAL

EPDS 3

END PRODUCT DATA SCHEDULE

Standard Yield - Bulk Poultry/Fruits and Vegetables

THIS IS A REPLACEMENT SCHEDULE

Identification for Combination of End Products: _____

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					5						
Code #	Name	2	3	4	Code #	Short Title	6	7	8	9	10
15421	FC Chicken Chunks	25.77	102	4.2	A522	Chicken DF	94.5	25.00%	1250	28.39	94%
	Hot & Spicy Whole Grain			(50.84 oz.)		Water	4.6				
						Seasoning	0.9				
	(NP natural proportion)										
								CN process verified			
	Total Portion Weight (ounces)					Total Batch Weight: (pounds)	100.00				

PROCESSOR:

TYSON SALES AND DISTRIBUTION, INC
Name of Company

Johnny C. Hughes, Sr. Dir. Government Sales
Name and Title of Authorized Representative

Signature — Date

USDA APPROVAL:

APPROVED
Name of Approving Agency

10/19/09

Name and Title of Authorized Representative

By Signature — Date

Poultry Programs, Grading Branch, USDA

SUBCONTRACTOR:

Name of Approving Agency

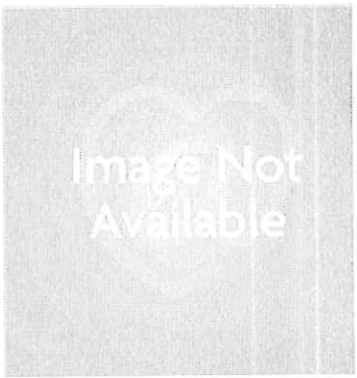
Name and Title of Authorized Representative

Signature — Date

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

Product Information

Tyson FoodService
Working at the Heart of Your Menu



Hot & Spicy Whole Grain Patties, Breaded, White & Dark Meat, Fully Cooked

Product Code: 15483-328 UPC Code: 00031400009027

- Divert your A522 USDA Large WOGS
- While nutrition begins to factor in for Tweens and Teens, taste is primary for students of all ages. Serve them *Tyson* Hot & Spicy Whole Grain. They know it tastes great, you know it's healthy.
- When paired with a low-fat diet and exercise, eating whole grains may help prevent heart disease and lower cholesterol. (Whole Grain for Americans, 2005)
- *Kid Tested, Kid Approved*™ Product

PREPARATION

PREPARATION: Appliances vary, adjust accordingly. CONVECTION OVEN: Place frozen patties in preheated oven at 375°F for 10-12 minutes. CONVENTIONAL OVEN: Place frozen patties in preheated oven at 400°F for 15-20 minutes.

PIECE COUNT

Minimum of 105 3.95oz PATTIE(s) per CASE

MASTER CASE

Gross Weight	27.315 LB	Width:	13 IN
Net Weight	25.92 LB	Length:	17 IN
Cube:	1.439 FT	Height:	11.25 IN

PALLET CONFIGURATION

Ti:	8	Hi:	6

INGREDIENTS

Chicken, chicken broth, sodium phosphates, salt, flavoring. BREADED WITH: Whole wheat flour, water, enriched bleached wheat flour (enriched with niacin, reduced iron, thiamine mononitrate, riboflavin, folic acid), salt, wheat flour, modified wheat and corn starch, spices, sugar, onion powder, garlic powder, wheat gluten, autolyzed yeast, sodium phosphates, extractives of paprika, natural and artificial flavors (contains milk), maltodextrin, sesame oil, disodium inosinate and disodium guanylate, leavening (sodium acid pyrophosphate, sodium bicarbonate, corn starch, monocalcium phosphate), lactose, lactic acid, dextrose, mono and diglycerides, non-fat milk, dextrin, torula yeast, whey. Breading set in vegetable oil.

CONTAINS milk, wheat

STORAGE

Shelf Life:	270 days
Storage Temp:	0 F
Storage Method:	Frozen

Nutrition Facts

Serving Size: 1 PIECE (111g)
Servings Per Container: About 105

Amount Per Serving	
Calories 330	Calories from Fat 200
	% Daily Value*
Total Fat 22g	34%
Saturated Fat 4.5g	23%
Trans Fat 0g	
Polyunsaturated Fat 10g	
Monounsaturated Fat 7g	
Cholesterol 50mg	17%
Sodium 610mg	25%
Total Carbohydrate 17g	6%
Dietary Fiber 2g	8%
Sugars 1g	
Protein 16g	32%
Vitamin A 20%	Vitamin C 0%
Calcium 2%	Iron 10%

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

CN Label: Yes
CN Label Numbers:
081222/WFS, 081223/NHL
CN Statement: One 3.95 oz. fully cooked breaded chicken pattie provides 2.00 oz. equivalent meat and 1.25 servings of bread alternative for the Child Nutrition Meal Pattern Requirements.

To obtain a signed copy of the CN statement for this item, please contact the Tyson Food Service Concierge via e-mail or call 1-800-248-9766.

Target 1 - Products that meet USDA's **Target 1** Meal Standard requirements for sat fat, sodium and calories.

Target 2 - Products that meet USDA's **Target 2** Meal Standard requirements for sat fat, sodium and calories.

Product information valid as of 5/18/2012.

CONFIDENTIAL

EPDS 3

END PRODUCT DATA SCHEDULE

Standard Yield - Bulk Poultry/Fruits and Vegetables

THIS IS A REPLACEMENT SCHEDULE

Identification for Combination of End Products:

PRODUCT DESCRIPTION					PRODUCT FORMULATION				END PRODUCT RETURN		
PRODUCT CODE & NAME 1		NET WEIGHT PER CASE	NUMBER OF SERVINGS PER CASE	NET WEIGHT PER SERVING (ounces)	COMMODITY CODE/SHORT TITLE, INGREDIENTS IN RAW BATCH 5		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 #	Name	2	3	4	Code #	Short Title	6	7	8	9	10
15483	FC Breaded Chicken Patty	26.92	135	3.99	8522	Chicken DF	94.5	23.00%	1310	27.48	94%
	Hot & Spicy Whole Grain					Water	4.5				
	(NP natural proportion)					Seasoning	0.9				
								CN process verified			
		Total Portion Weight (ounces)				Total Batch Weight: (pounds)	100.00				

PROCESSOR:

TYSON SALES AND DISTRIBUTION, INC.
Name of Company

Johnny C. Hughes, Sr. Dir. Government Sales
Name and Title of Authorized Representative

Signature 10/20/09 Date

USDA APPROVAL:

APPROVED
Name of Approving Agency

10/19/09

Name and Title of Authorized Representative

Signature Date

By
Poultry Programs, Grading Branch, USDA

SUBCONTRACTOR:

Name of Approving Agency

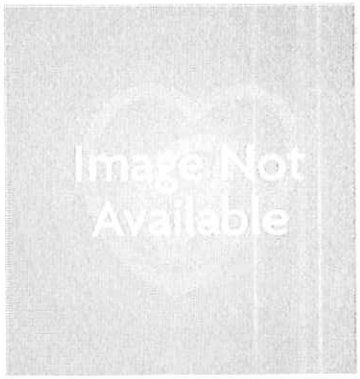
Name and Title of Authorized Representative

Signature Date

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

Product Information

Tyson FoodService
Working at the Heart of Your Menu



Breaded Chicken Patties, Fully Cooked, CN

Product Code: 5778-328

UPC Code: 00023700621580

- Chicken is a popular product with kids - kids under the age of 18 prefer chicken items over other protein offerings.
- Ideal for line service and a la carte programs
- Fully cooked heat-and-serve products minimize prep time and food safety concerns.

PREPARATION

PREPARATION: Appliances vary, adjust accordingly. CONVECTION OVEN: 6-8 minutes at 375°F from frozen. CONVENTIONAL OVEN: 10-12 minutes at 400°F from frozen.

PIECE COUNT

200 PATTIE(s) per CASE
APPROXIMATELY (50 patties per bag)

MASTER CASE

Gross Weight	19.7316 LB	Width:	13 IN
Net Weight	18.12 LB	Length:	17 IN
Cube:	1.199 FT	Height:	9.375 IN

PALLET CONFIGURATION

Ti:	8	Hi:	7

INGREDIENTS

Chicken, water, textured vegetable protein product [soy protein concentrate, zinc oxide, niacinamide, ferrous sulfate, copper gluconate, vitamin A palmitate, calcium pantothenate, thiamine mononitrate (B1), pyridoxine hydrochloride (B6), riboflavin (B2), and cyanocobalamin (B12)], soy protein concentrate, seasoning (salt, hydrolyzed corn protein, autolyzed yeast extract, onion, spices, spice extractives, garlic), sodium phosphates. BREADED WITH: Enriched wheat flour (enriched with niacin, ferrous sulfate, thiamine mononitrate, riboflavin, folic acid), salt, modified corn starch, spices, dextrose, garlic powder, oleoresin paprika and annatto, xanthan gum and natural flavors. Breading set in vegetable oil.

CONTAINS soy, wheat

STORAGE

Shelf Life:	270 days
Storage Temp:	0 F
Storage Method:	Frozen

Nutrition Facts

Serving Size: 2 PIECES (81g)
Servings Per Container: About 100

Amount Per Serving	
Calories 170	Calories from Fat 70
	% Daily Value*
Total Fat 8g	12%
Saturated Fat 1.5g	8%
Trans Fat 0g	
Polyunsaturated Fat 3.5g	
Monounsaturated Fat 3g	
Cholesterol 25mg	8%
Sodium 390mg	16%
Total Carbohydrate 11g	4%
Dietary Fiber 2g	8%
Sugars 0g	
Protein 13g	26%
Vitamin A 0%	Vitamin C 0%
Calcium 4%	Iron 8%

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

CN Label: Yes
CN Label Numbers:
063666/NHL, 071803/WFS
CN Statement: One 1.45 oz. fully cooked, breaded chicken pattie provides 1 oz. equivalent meat and 1/4 serving of bread alternate for the Child Nutrition Meal Pattern Requirements.

To obtain a signed copy of the CN statement for this item, please contact the Tyson Food Service Concierge via e-mail or call 1-800-248-9766.

Target 1 - Products that meet USDA's **Target 1** Meal Standard requirements for sat fat, sodium and calories.

Target 2 - Products that meet USDA's **Target 2** Meal Standard requirements for sat fat, sodium and calories.

Product information valid as of 5/18/2012.

CONFIDENTIAL

EPDS 3

END PRODUCT DATA SCHEDULE

Standard Yield - Bulk Poultry/Fruits and Vegetables

☐ THIS IS A REPLACEMENT SCHEDULE

Identification for Combination of End Products: _____

PRODUCT DESCRIPTION					PRODUCT FORMULATION				END PRODUCT RETURN		
PRODUCT CODE & NAME 1		NET WEIGHT PER CASE	NUMBER OF SERVINGS PER CASE	NET WEIGHT PER SERVING (ounces)	COMMODITY CODE/SHORT TITLE, INGREDIENTS IN RAW BATCH 5		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 #	Name	2	3	4	Code #	Short Title	6	7	8	9	10
5778	CN FC Homestyle Breakfast Chicken	18.12	200	1.45	A522	Chicken DF	58.3	23.60%*	2980	12.08	150%
	Pattie					Water	27.0				
	(NP natural proportion)					Soy Protein	13.3				
						Seasonings	1.0				
						Sodium Phosphate	0.4				
								CN process verified			
	Total Portion Weight (ounces)					Total Batch Weight: (pounds)	100.00				

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

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

PROCESSOR:

TYSON SALES AND DISTRIBUTION, INC.
Name of Company

Johnny C. Hughes, Sr. Dir. Government Sales
Name and Title of Authorized Representative

Signature 04/28/09 Date

USDA APPROVAL:

APPROVED
Name of Approving Agency
5/19/09

Name and Title of Authorized Representative

By _____ Date
Poultry Programs, Grading Branch, USDA

SUBCONTRACTOR:

Name of Approving Agency

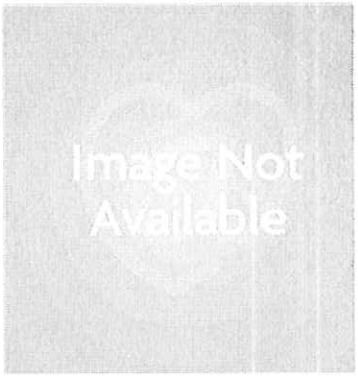
Name and Title of Authorized Representative

Signature Date

AMS 1205

Product Information

Tyson FoodService
Working at the Heart of Your Menu



Homestyle Pepper Breaded Chicken Tenders, with ISP DWE, Fully Cooked, CN

Product Code: 4114-328 UPC Code: 00023700645043

- Handheld favorite in fun shape that kids love is a perfect partner for standard or signature dipping sauces.
- Fully cooked for quick and easy preparation.
- Vacuum marinated to provide uniform flavor and moisture throughout the meat, not just on the surface.

PREPARATION

PREPARATION: Appliances vary, adjust accordingly. CONVECTION OVEN: 8-9 minutes at 375°F from frozen. CONVENTIONAL OVEN: 8-9 minutes at 425°F from frozen. DEEP FRY: 2 1/2 to 3 minutes at 375°F from frozen.

PIECE COUNT

Minimum of 390 1.23oz PATTIE(s) per CASE

MASTER CASE

Gross Weight	32.1286 LB	Width:	15.625 IN
Net Weight	29.98 LB	Length:	23.5 IN
Cube:	1.78 FT	Height:	8.375 IN

PALLET CONFIGURATION

Ti:	5	Hi:	8

INGREDIENTS

Chicken, water, isolated soy protein (isolated soy protein, magnesium oxide, zinc oxide, niacinamide, ferrous sulfate, vitamin B12, copper gluconate, vitamin A palmitate, calcium pantothenate, pyridoxine hydrochloride, thiamine mononitrate, and riboflavin), chicken seasoning (salt, yeast extract, maltodextrin, sugar, corn syrup solids, wheat flour, citric acid, sodium diacetate, dextrose, lactose, corn starch, disodium inosinate and disodium guanylate, dried chicken, natural flavor, spice extractives, dried chicken broth, lactic acid, artificial flavor), sodium phosphates, white pepper. BREADED WITH: Bleached enriched wheat flour (enriched with niacin, reduced iron, thiamine mononitrate, riboflavin, folic acid), yellow corn flour, salt, rice flour, spices, dried whey, leavening (sodium acid pyrophosphate, sodium bicarbonate, monocalcium phosphate), dextrose, sugar, yeast, mustard seed, soybean oil, extractives of paprika, sodium alginate, garlic powder, natural flavor, mono and diglycerides, nonfat dry milk, dried yeast. BATTERED WITH: Water, enriched wheat flour (enriched with niacin, reduced iron, thiamine mononitrate, riboflavin, folic acid), yellow corn flour, whey, dextrose, salt, spices, leavening (sodium acid pyrophosphate, sodium bicarbonate), extractives of paprika. PREDUSTED WITH: Enriched wheat flour (enriched with niacin, reduced iron, thiamine mononitrate, riboflavin, folic acid), salt, spice, garlic powder, extractives of paprika, natural flavor, yellow corn flour, maltodextrin, malic acid, oleoresin turmeric. Breading set in vegetable oil.

CONTAINS milk, soy, wheat

STORAGE

Shelf Life:	270 days
Storage Temp:	0 F
Storage Method:	Frozen

Nutrition Facts

Serving Size: 2 PIECES (69g)
Servings Per Container: About 195

Amount Per Serving	
Calories 180	Calories from Fat 100
	% Daily Value*
Total Fat 11g	17%
Saturated Fat 2g	10%
Trans Fat 0g	
Polyunsaturated Fat 5g	
Monounsaturated Fat 3.5g	
Cholesterol 25mg	8%
Sodium 490mg	20%
Total Carbohydrate 10g	3%
Dietary Fiber 0g	0%
Sugars 0g	
Protein 10g	20%
Vitamin A 2%	Vitamin C 0%
Calcium 2%	Iron 6%

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

CN Label: Yes
CN Label Numbers:
077951/NHL
CN Statement: Three 1.23 oz. strip-shaped chicken pattie fritters provide 2.00 oz. equivalent meat/meat alternate and 1.25 servings of bread alternate for Child Nutrition Meal Pattern Requirements.

To obtain a signed copy of the CN statement for this item, please contact the Tyson Food Service Concierge via e-mail or call 1-800-248-9766.

Target 1 - Products that meet USDA's **Target 1** Meal Standard requirements for sat fat, sodium and calories.

Target 2 - Products that meet USDA's **Target 2** Meal Standard requirements for sat fat, sodium and calories.

Product information valid as of 5/18/2012.

CONFIDENTIAL

EPDS 3

END PRODUCT DATA SCHEDULE

Standard Yield - Bulk Poultry/Fruits and Vegetables

☐ THIS IS A REPLACEMENT SCHEDULE

Identification for Combination of End Products: _____

PRODUCT DESCRIPTION					PRODUCT FORMULATION				END PRODUCT RETURN		
PRODUCT CODE & NAME 1		NET WEIGHT PER CASE	NUMBER OF SERVINGS PER CASE	NET WEIGHT PER SERVING (ounces)	COMMODITY CODE/SHORT TITLE, INGREDIENTS IN RAW BATCH 5		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 #	Name	2	3	4	Code #	Short Title	6	7	8	9	10
4114	FC CN Breaded Chicken Tender Fritter	29.98	130	3.69	A522	Chicken DF	87.5	30.10%	1312	27.44	109%
	Homestyle Pepper Breading			(3/1.23 oz)		Water	7.9				
	(NP natural proportion)					Soy	3.1	30% minimum			
						Chicken Flavor	1.0				
						Seasonings	0.5				
								CN process verified			
	Total Portion Weight (ounces)					Total Batch Weight: (pounds)	100.00				

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

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

PROCESSOR:

TYSON SALES AND DISTRIBUTION, INC
Name of Company

Johnny C. Hughes, Sr. Dir. Government Sales
Name and Title of Authorized Representative

Signature

04/28/09
Date

USDA APPROVAL:

APPROVED
Name of Approving Agency
5/19/09

Name and Title of Authorized Representative

By _____
Signature Date
Poultry Programs, Grading Branch, USDA

SUBCONTRACTOR:

Name of Approving Agency

Name and Title of Authorized Representative

Signature Date

Tyson Food Service

2200 Don Tyson Parkway, Springdale, AR 72762-6999
www.tysonfoodservice.com

To: West Virginia Dept of Agriculture

Date: 5/23/12

Subject: RFQ# AGR1238

Regarding original signatures on the EPDS and/or the SEPDS, the electronic signatures are protected by the USDA upon SEPDS approval and cannot be altered.

Food Distribution
National Policy Memorandum

United States Department of Agriculture

Food and Nutrition Service

3101 Park Center Drive

Alexandria, VA 22302-1500

DATE: May 23, 2003 (revised)

POLICY NO.: FD-020: National School Lunch Program (NSLP), Child and Adult Care Food Program (CACFP), Summer Food Service Program (SFSP), & Nutrition Services Incentive Program (NSIP)

SUBJECT: Single Inventory and Related Commodity Issues—Clarification of Regulatory Changes and Other Guidance

The Food and Nutrition Service (FNS) has taken steps to more fully integrate Department of Agriculture (USDA) commodities with other foods utilized by school food authorities (SFAs) in the National School Lunch Program (NSLP), service institutions in the Summer Food Service Program (SFSP), child and adult care institutions under the Child and Adult Care Food Program (CACFP), local agencies participating in the Nutrition Services Incentive Program (NSIP), and charitable institutions and summer camps.

Most USDA commodities are now packed with commercial labels, instead of the USDA label, which has resulted in reduced costs for food purchases and more timely deliveries. In publishing a final rule on October 23, 2002, we amended regulations under 7 CFR Part 250 to allow for streamlined commodity inventory controls, including reporting and recordkeeping requirements, for SFAs and the other recipient agencies listed above. We plan to propose other regulatory changes later this year to further simplify requirements for commodity inventory management, as part of a "plain language" rewrite of 7 CFR Part 250.

The purpose of this memorandum is to clarify the recent regulatory changes, and to provide interim guidance for taking additional actions in advance of further regulatory amendments. To summarize, the October 23 final rule:

- Removed the requirement, in Section 250.14(b)(4), that recipient agencies maintain inventories of donated foods separate from inventories of other foods.

- Removed the requirement, in Section 250.14(e), that recipient agencies do an annual physical inventory of storage facilities, report commodities found to be lost, stolen, or out-of-condition and excessive inventories, and take corrective actions as a result of such findings.

- Removed the prohibition, in Section 250.14(f), against recipient agencies' maintaining excessive commodity inventories, and the requirement that distributing (State) agencies determine if recipient agencies' commodity inventories are excessive.

- Removed the requirement, in Section 250.16(a)(2), that recipient agencies maintain records of the receipt, distribution/disposal, and inventory of commodities.

The removal of these Federal requirements means that, unless State agencies require the recipient agencies referenced above to maintain separate commodity inventories, these agencies may treat commodities like other foods they purchase, store, and use. We expect the commodities to be subject to all of the same safeguards and control as the other foods. While the use of commercial labels makes these changes necessary, they apply for all commodities, with or without commercial labels.

The regulatory changes described above have implications for other requirements in 7 CFR Part 250 that were not amended by the October 23 final rule. As mentioned, we plan to propose other regulatory changes this year. However, in the following paragraphs we provide interim guidance for State agencies and the applicable recipient agencies to follow in these areas.

We must emphasize that the regulatory changes and the interim guidance apply only to recipient agencies in the NSLP, SFSP, CACFP, and NSIP, and to charitable institutions and summer camps, as listed in the first paragraph. They do not apply to recipient (or local) agencies participating in the Food Distribution Program on Indian Reservations (FDPIR), the Commodity Supplemental Food Program (CSFP), and the Emergency Food Assistance Program (TEFAP). They also do not apply to distributing (State) and subdistributing agencies, including those subdistributing agencies that also act as recipient agencies.

Transfers of Commodities

Under Section 250.13(a)(1), recipient agencies may currently transfer commodities to "like recipient agencies" (e.g., SFAs to other SFAs) with the approval of the distributing agency, and may transfer commodities to an "unlike recipient agency" (e.g., from an SFA to a food bank) with the approval of the FNS Regional Office. **Interim change:** We will not require FNS or distributing agency approval for transfers of commodities from one recipient agency to another recipient agency (like or unlike). The distributing agency may choose to require its approval of transfers of commodities from one recipient agency to another.

Under 250.13(a)(7), recipient agencies must currently receive the approval of the distributing agency for transfer of commodities for use in demonstrations or tests.

Interim change: We will not require that the recipient agency receive the approval of the distributing agency for such transfers; the distributing agency may choose to continue to require its approval for such transfers.

Claims to Recover Commodities Lost, Damaged, Etc.

Currently, under Sections 250.13(e)(2) and 250.15(c)(2), the distributing agency must pursue a claim if it determines that a recipient agency causes loss of, or damage to commodities, or improperly uses or distributes commodities.

Interim change: We will not require distributing agencies to pursue claims actions against recipient agencies for loss of, damage to, or improper use or distribution of commodities. The distributing agency may choose to pursue claims actions against recipient agencies in such instances; any funds recovered from such claims must be used to cover program expenses, in accordance with 7 CFR 250.15(f)(1).

Maintenance of Records

As described above, the October 23 final rule removed the requirement, in Section 250.16(a)(2), that recipient agencies maintain records of the receipt, distribution/disposal, and inventory of commodities. However, under Section 250.16(a)(6), it states that failure by a recipient agency to maintain these records will be considered evidence of improper distribution or loss of commodities.

Interim change: Because of the amendment to the recordkeeping requirements for recipient agencies referred to above, Section 250.16(a)(6) will no longer apply.

Summary

To summarize, the regulatory changes and interim guidance described in this memorandum apply only to recipient agencies in the NSLP, SFSP, CACFP, and NSIP, and to charitable institutions and summer camps, as listed in the first paragraph. As mentioned, they do not apply to FDPIR, CSFP, and TEFAP. In FDPIR and CSFP, food packages composed solely of commodities are distributed to individuals or households to meet specific nutritional needs. For this reason, distribution and control of commodities must be more closely monitored at local, State, and national levels. In TEFAP, State agencies are required to establish income eligibility criteria to ensure that only needy households receive TEFAP commodities. The established criteria may not apply to other foods distributed by the food banks and food pantries distributing TEFAP foods.

This memorandum also does not apply to food service management companies under contract with SFAs or other recipient agencies to conduct the food service. A separate memorandum will be issued shortly to address the implications of single inventory for food service management companies.

The reduction in requirements for commodity control and distribution are meant to assist SFAs and certain other recipient agencies to manage their food service more efficiently, which will ultimately benefit the children served in school programs and

other program recipients. The affected agencies are, of course, still subject to other regulatory requirements under 7 CFR Part 250 relating to the distribution and control of commodities.

SUZANNE RIGBY
Acting Director
Food Distribution Division

Date Originally Issued: 04/25/2003

SEPDS A

SUMMARY END PRODUCT DATA SCHEDULE

TYSON

VALUE PASS THROUGH SYSTEMS APPROVED:

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

☑ **National Summary** (EPDS approved by USDA)

☐ **State Summary** (EPDS approved by state agency)

THIS IS AN ORIGINAL SUMMARY SCHEDULE UNLESS CHECKED BELOW:

- ☐ Reflects Change in Formulation *(Italic)*
- ☑ Additional Products Listed
- ☐ Correction

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

End Product Code & Description		Net Weight Per Case (lbs.)	Servings Per Case	Net Weight per Serving (oz.)	Item Code	New WBSCM Item Code	New WBSCM Description	DF Inventory Drawdown per case	By Products Produced*	Value per pound of DF	Value of DF per case (F x H)	Certified by State Agency: Effective Date	Certified by State Agency: State Agency Acceptance/Approval ☐ Check for quick approval	FFS $ per case
A		B	C	D	E			F	G	H	I	J	K	
CHICKEN														
2154	FC CN Whole Grain Breaded Chicken Pattie Fritter	30.56	150	3.26	A522	100103	CHICKEN LARGE CHILLED -BULK	14.48	No	$0.7284	$10.54			$38.20
2155	FC CN Whole Grain Breaded Chicken Chunks	27.09	144	3.00	A522	100103	CHICKEN LARGE CHILLED -BULK	13.20	No	$0.7284	$9.62			$33.86
3734	FC CN Home Style Breaded Chicken Pattie	29.81	150	3.18	A522	100103	CHICKEN LARGE CHILLED -BULK	29.98	No	$0.7284	$21.84			$29.81
3736	FC CN Home Style Breaded Chicken Chunks	27.05	137	3.15	A522	100103	CHICKEN LARGE CHILLED -BULK	27.21	No	$0.7284	$19.82			$27.05
4114	FC CN Homestyle Pepper Breaded Chicken Tenders Fritter	29.98	130	3.69	A522	100103	CHICKEN LARGE CHILLED -BULK	27.44	No	$0.7284	$19.98			$35.98
5778	FC CN Home Style Breaded Breakfast Chicken Pattie	18.12	200	1.45	A522	100103	CHICKEN LARGE CHILLED -BULK	12.08	No	$0.7284	$8.80			$19.93
15481	FC CN Hot & Spicy Whole Grain Breaded Chicken Chunks	26.77	102	4.20	A522	100103	CHICKEN LARGE CHILLED -BULK	28.39	No	$0.7284	$20.68			$34.00
15483	FC CN Hot & Spicy Whole Grain Breaded Chicken Pattie	25.92	105	3.95	A522	100103	CHICKEN LARGE CHILLED -BULK	27.48	No	$0.7284	$20.02			$32.92

PROCESSOR:

Tyson Sales and Distributions, Inc.
Name of Company

Andrew Lubert, VP Government BU
Name and Title of Authorized Representative

Signature — Date Signed: 12/27/2011

USDA APPROVAL:
(not applicable for state summary)

USDA AMS/FNS
Name of Approving Agency

Sherry Thackeray-Comm. Processing
Name and Title of Authorized Representative

Signature — Date Signed: 1/18/2012

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