



West Virginia Purchasing Division

2019 Washington Street, East
Charleston, WV 25305
Telephone: 304-558-2306
General Fax: 304-558-6026
Bid Fax: 304-558-3970

The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header

 List View

General Information

Contact

Default Values

Discount

Document Information

Procurement Folder: 84203

SO Doc Code: CRFQ

Procurement Type: Central Master Agreement

SO Dept: 1400

Vendor ID: 000000216233



SO Doc ID: AGR1500000015

Legal Name: SCHWANS FOOD SERVICE INC

Published Date: 3/20/15

Alias/DBA:

Close Date: 3/25/15

Total Bid: \$1.00

Close Time: 13:30

Response Date: 03/24/2015



Status: Closed

Response Time: 14:37

Solicitation Description: Addendum 1 - Processing USDA
Asian Chicken Commodity

Total of Header Attachments: 0

Total of All Attachments: 0



Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

**State Of West Virginia
 Solicitation Response**

Proc Folder : 84203

Solicitation Description : Addendum 1 - Processing USDA Asian Chicken Commodity

Proc Type : Central Master Agreement

Date issued	Solicitation Closes	Solicitation No	Version
	2015-03-25 13:30:00	SR 1400 ESR03241500000002726	1

VENDOR

000000216233

SCHWANS FOOD SERVICE INC

FOR INFORMATION CONTACT THE BUYER

Laura E Hooper
 (304) 558-0468
 laura.e.hooper@wv.gov

Signature X

FEIN #

DATE

All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Processing of Chicken into Asian Chicken products				\$850,000.00

Comm Code	Manufacturer	Specification	Model #
50112000			

Extended Description : Processing USDA Asian Chicken
 Meat and poultry products that have be subject to one or more further manufacturing processes such as being cooked, dried, cured, ground, or reformed. Product additions such as an injected solution, marinade, sauce, seasoning, dry coating, stuffing, or filling may be present



Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
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State of West Virginia
 Request for Quotation

Proc Folder: 84203

Doc Description: Addendum 1 - Processing USDA Asian Chicken Commodity

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2015-03-20	2015-03-25 13:30:00	CRFQ 1400 AGR1500000015	2

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Name, Address and Telephone Number:

Schwan's Food Service, Inc.
 115 West College Drive
 Marshall, MN 56258
 P: (888)494-5045
 E: sfsibids@schwans.com

FOR INFORMATION CONTACT THE BUYER

Laura E Hooper
 (304) 558-0468
 laura.e.hooper@wv.gov

Signature X

FEIN # 58-1972868

DATE 03/23/2015

All offers subject to all terms and conditions contained in this solicitation

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER 304-558-2221 AGRICULTURE DEPARTMENT OF ADMINISTRATIVE SERVICES 1900 KANAWHA BLVD E CHARLESTON WV25305-0173 US		AUTHORIZED RECEIVER 304-558-0573 AGRICULTURE DEPARTMENT OF FOOD DISTRIBUTION PROGRAM 4496 CEDAR LAKES RD RIPLEY WV 25271 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Processing of Chicken into Asian Chicken products				

Comm Code	Manufacturer	Specification	Model #
50112000			

Extended Description :

Processing USDA Asian Chicken
 Meat and poultry products that have be subject to one or more further manufacturing processes such as being cooked, dried, cured, ground, or reformed. Product additions such as an injected solution, marinade, sauce, seasoning, dry coating, stuffing, or filling may be present

AGR1500000015	Document Phase Final	Document Description Addendum 1 - Processing USDA Asian Chicken Commodity	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.

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

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

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

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

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

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

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

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

Question Submission Deadline: March 16, 2015 at 5:00 PM

Submit Questions to: Laura Hooper
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: Laura.E.Hooper@wv.gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
6. **BID SUBMISSION:** All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile. The bid delivery address is:

Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID: PROCESSING USDA ASIAN CHICKEN COMMODITY
BUYER: LAURA HOOPER
SOLICITATION NO.: CRFQ 1400 AGR1500000015
BID OPENING DATE: MARCH 25, 2015
BID OPENING TIME: 1:30 PM
FAX NUMBER: 304-558-3970

In the event that Vendor is responding to a request for proposal, and chooses to respond in a manner other than by electronic submission through wvOASIS, the Vendor shall submit one original technical and one original cost proposal plus ^{n/a} convenience copies of each to the Purchasing Division at the address shown above. Additionally, if Vendor does not submit its bid through wvOASIS, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

Technical

Cost

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

MARCH 25, 2015 AT 1:30 PM
Bid Opening Date and Time:
Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

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

9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.
10. **ALTERNATES:** Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
11. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.
12. **COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.
13. **REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.
14. **UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
15. **PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.
16. **SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the

same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

- 17. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
- 18. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wvOASIS can be accessed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately opened and/or viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening if those documents are required with the bid.

GENERAL TERMS AND CONDITIONS:

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

2. **DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
 - 2.1. **"Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
 - 2.2. **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
 - 2.3. **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.4. **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
 - 2.5. **"Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
 - 2.6. **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.7. **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.8. **"Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

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

Term Contract

Initial Contract Term: This Contract becomes effective on April 1, 2015 and extends for a period of (1) one year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to (3) three successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed 36 months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

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

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional _____ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited.

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

Other: See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.
5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
 - Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.
 - Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
 - Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
 - One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

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

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

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

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

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

INSURANCE: The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

Commercial General Liability Insurance: In the amount of _____ or more.

Builders Risk Insurance: In an amount equal to 100% of the amount of the Contract.

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

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

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

9. WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

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

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

- 12. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Award Document, upon receipt.
- 13. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.
- 14. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.
- 15. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 16. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 17. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 18. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- 19. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable law.
- 20. PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with

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

- 21. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
- 22. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.
- 23. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 24. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- 25. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 26. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- 27. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- 28. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

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

30. DISCLOSURE: Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code §§ 29B-1-1 et seq. and the competitive bidding laws found West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. A legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Additionally, pricing or cost information will not be considered exempt from disclosure and requests to withhold publication of pricing or cost information WILL NOT BE HONORED.

Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

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

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

33. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

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

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

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but

not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

- 36. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
- 37. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 39. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- 40. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
- Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

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

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

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

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

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

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

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater.

For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

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

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

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

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

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

CERTIFICATION AND SIGNATURE PAGE

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

Schwan's Food Service, Inc.
(Company)

Brian Rademacher Brian Rademacher, Vice President of Finance
(Authorized Signature) (Representative Name, Title)

P: (888)494-5045 / F: (507)537-5134 / Date: 03/23/2015
(Phone Number) (Fax Number) (Date)

INVITATION TO BID

To establish an agreement between the West Virginia Department of Agriculture Food Distribution Program and a processing firm to produce **ASIAN FOOD PRODUCTS** using USDA Commodity **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 USDA Chicken into processed Asian Food 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 West Virginia 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 April 1, 2015, through March 31, 2016.

2. PRODUCT FORMULA:

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

A NUTRITIONAL ANALYSIS OF FINISHED PRODUCTS SHOULD BE PROVIDED WITH THIS BID PACKAGE. THE ANALYSIS IS TO INCLUDE THE AMOUNTS OF SODIUM, THE AMOUNTS OF SATURATED FAT, MONOSATURATED FAT, POLYSATURATED FAT; AND THE AMOUNT OF THEIR PERCENT OF CALORIES, TOTAL FAT GRAMS AND TOTAL CALORIES PER SERVING. ALSO, INFORMATION REGARDING COOKING/PREPARATION, HANDLING AND STORAGE SHOULD BE SUBMITTED AND A COPY OF THE ACTUAL PRODUCT PACKAGING LABEL. 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. 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 THE FEE-FOR-SERVICE.

4. PRICE:

In addition to the pricing requirements outlined above in Number 3, prices quoted shall be firm for the duration of the Agreement.

5. SPECIFICATIONS:

The finished end products submitted in conjunction with this Agreement shall adhere to the specifications marked as ATTACHMENT A.

6. 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.

6a. 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 ALL SIDES WITH EASILY READABLE 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. Date of Manufacture-Processing.
- C. The proper recommended storage instructions.
- D. As applicable, USDA inspection marks and plant number and name, and location of processor, USDA contract compliance stamp and certificate number, all other required labeling.

7. 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 request of the West Virginia Department of Agriculture.

Delivery quantities will be determined by the West Virginia 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.

8. SHIPPING TERMS:

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

9. QUANTITY:

The quantity of USDA Commodity made available to West Virginia will vary according to commodity availability and USDA policy. The West Virginia 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.

10. 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 and shall submit a report of such information monthly to the West Virginia Department of Agriculture, Food Distribution Program.

11. 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. A copy of the fully executed Agreement will be sent to the successful bidding processor for processor's records.

11a. 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.

12. LIFE OF CONTRACT:

This contract is to become effective on April 01, 2015 and extend for a period of one year. The vendor may terminate this contract for any reason upon giving the Director of the West Virginia Department of Agriculture Food Distribution Program and the Director of the West Virginia Purchasing Division thirty (30) days written notice.

This contract may be declared immediately terminated at the option of the Director of the West Virginia Department of Agriculture Food Distribution Program and/or the Director of the West Virginia 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 West Virginia Department of Agriculture Food Distribution Program is threatened or jeopardized by processor or its agent.

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

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

13. RENEWAL:

March 31, 2016 is to be the expiration date of the contract-agreement. The contract may be extended for three 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.

14. 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.

15. BILLING:

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

16. 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.

REQUEST FOR QUOTATION
Asian Food Products utilizing USDA Commodity Bulk Chicken

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of The West Virginia Department of Agriculture to establish an open-end contract for Asian food products utilizing USDA Commodity bulk chicken.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 **“Contract Item” or “Contract Items”** means the list of items identified in Section 3.1 below and on the Pricing Pages.

 - 2.2 **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A, and used to evaluate the Solicitation responses.

 - 2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division..

3. GENERAL REQUIREMENTS:

- 3.1 **Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below
 - 3.1.1 **CONTRACT ITEMS INCLUDE, BUT ARE NOT LIMITED TO:**
 - 3.1.1.1 Orange Chicken
 - 3.1.1.2 General Tso’s Chicken
 - 3.1.1.3 Teriyaki Chicken
 - 3.1.1.4 Thai Sweet Chili Chicken
 - 3.1.1.5 Chicken Egg Rolls

 - 3.1.2 **MANDATORY REQUIREMENTS APPLICABLE TO ALL ITEMS**
 - 3.1.2.1 CN Labels are required.
 - 3.1.2.2 No MSG, artificial flavorings, colorings and/or preservatives.
 - 3.1.2.3 Each individual item is to be packaged in such a way that will prevent sticking together when frozen.
 - 3.1.2.4 All frozen products are to be delivered at 0° F to -10° F and must show no signs of refreezing, thawing or freezer burn.
 - 3.1.2.5 All cases should be marked on at least 2 sides with product

REQUEST FOR QUOTATION
Asian Food Products utilizing USDA Commodity Bulk Chicken

information including product name and number.

- 3.1.2.6** All products provided in relation to this RFQ 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.
- 3.1.2.7** 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.
- 3.1.2.8** All products covered under this Agreement must be produced and processed domestically.
- 3.1.2.9** The saturated fat for all end products cannot exceed ten percent (10%) of total calories per serving (<10%:total calories saturated fat).
- 3.1.2.10** There can be no added trans fat for all end products (0g added trans fat).
- 3.1.2.11** All end products which provide a grain contribution must be whole grain rich.
- 3.1.2.12** The maximum allowable sodium for all end products is 450 mg per serving (<400mg Na+).

4. CONTRACT AWARD:

- 4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost.
- 4.2 Pricing Pages:** Vendor should complete the Pricing Pages by providing per case, fee-for-service prices for each product submitted that reflect the specific prices that will be charged to West Virginia for the duration of an awarded agreement. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

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

REQUEST FOR QUOTATION
Asian Food Products utilizing USDA Commodity Bulk Chicken

Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document.

5. ORDERING AND PAYMENT:

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

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

6. DELIVERY AND RETURN:

6.1 Delivery Time: Vendor shall deliver standard orders within thirty (30) working days after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.

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

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

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

6.4 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit

REQUEST FOR QUOTATION
Asian Food Products utilizing USDA Commodity Bulk Chicken

the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

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

7. VENDOR DEFAULT:

7.1 The following shall be considered a vendor default under this Contract.

- 7.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.
- 7.1.2** Failure to comply with other specifications and requirements contained herein.
- 7.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 7.1.4** Failure to remedy deficient performance upon request.

7.2 The following remedies shall be available to Agency upon default.

- 7.2.1** Immediate cancellation of the Contract.
- 7.2.2** Immediate cancellation of one or more release orders issued under this Contract.

REQUEST FOR QUOTATION
Asian Food Products utilizing USDA Commodity Bulk Chicken

7.2.3 Any other remedies available in law or equity.

8. MISCELLANEOUS:

- 8.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 8.2 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.
- 8.3 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 8.4 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Kelli Helm
Telephone Number: (888)494-5045 x77644
Fax Number: (507)537-5134
Email Address: sfsibids@schwans.com

STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT**

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

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE:Vendor's Name: Schwan's Food Service, Inc.Authorized Signature: *Ben Radmiller* Date: 03/23/2015State of MinnesotaCounty of Lyon, to-wit:Taken, subscribed, and sworn to before me this 23rd day of March, 2015.My Commission expires January 31, 2020.

AFFIX SEAL HERE

NOTARY PUBLIC

Lori A Matthys

Purchasing Affidavit (Revised 07/01/2012)



State of West Virginia

VENDOR PREFERENCE CERTIFICATE

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

1. **Application is made for 2.5% 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% 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% 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% 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% 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% 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.
7. **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.**
 Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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: Schwan's Food Service, Inc.

Signed: 

Date: 03/23/2015

Title: Vice President of Finance

SOLICITATION NUMBER: AGR1500000015
Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as (“Solicitation”) to reflect the change(s) identified and described below.

Applicable Addendum Category:

- | Modify bid opening date and time
- | Modify specifications of product or service being sought
- | Attachment of vendor questions and responses
- | Attachment of pre-bid sign-in sheet
- | Correction of error
- | Other

Description of Modification to Solicitation:

Addendum 1

To add Attachment B to the solicitation.

No further changes.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.


Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ATTACHMENT A

**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 Schwan's Food Service, Inc. (Processor).

State Distributing Agency <u>WV Department of Agriculture, Food Distribution Program</u>	Processor <u>Schwan's Food Service, Inc.</u>
Name <u>Darrell Carter</u>	Name <u>Jill Pieper</u>
Title <u>Program Director</u>	Title <u>Division Controller</u>
Address <u>4496 Cedar Lakes Road</u>	Address <u>115 West College Drive</u>
City, State, Zip <u>Ripley, WV 25271</u>	City, State, Zip <u>Marshall, MN 56258</u>
Contact <u>Darrell Carter</u>	Contact <u>Jesse Podratz, Commodity Program Manager</u>
Phone <u>304-558-0573</u>	Phone <u>(888)494-5045 x72352</u>
Fax <u>304-372-3312</u>	Fax <u>(507)537-5499</u>
E-mail <u>dcarter@wvda.us</u>	E-mail <u>Jesse.Podratz@schwans.com</u>
Web Address <u>www.state.wv.us/admin/purchase/vrc</u>	Web Address <u>www.schwansfoodservice.com</u>
Signature _____	Signature <u></u>
Date _____	Date <u>03/23/2015</u>

Period of Agreement: This Agreement shall become effective on **APRIL 1, 2015** and will terminate on **MARCH 31, 2016**.

- 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 CURRENTLY UTILIZED 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 SUBMISSION OF 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.



List of Subcontractors and Product Codes

Tyson
2200 Don Tyson Parkway (CP-581)
Springdale, AR 72762
BP ID#: 5004333

<u>Product Code</u>	<u>Description</u>
69016	MINH® Sweet & Sour Chicken (lightly dusted) Stir Fry Kit
69017	MINH® General Tso's Chicken (unbreaded) Stir Fry Kit
69018	MINH® Teriyaki Chicken (unbreaded) Stir Fry Kit
69020	MINH® Orange Chicken (lightly dusted) Stir Fry Kit

Should you require any additional information, please contact our Commodity Department.

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

Processor must provide nutrition information to RA upon request.

Processor's nutrition information has been submitted to USDA Database

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

_____ (Provide the web address)

Processor must submit nutrition information with the SEPDS

5. **Grading.** Red Meat grading will be performed under (check one)

Full Certification per AMS Instruction MGC 640

PCCP per AMS Instruction MGC 638

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

N/A

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 SUBMISSION OF 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

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: AGR1500000015

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

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

Schwan's Food Service, Inc.

Company

Ben Rademaker

Authorized Signature

03/23/2015

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.
Revised 6/8/2012



References

Kanawha County Schools
Diane Miller 304-348-6660
200 Elizabeth Street
Charleston, WV 25311

Raleigh County
Rosie Cook 304-256-4643
105 Adair Street
Beckley, WV 25801-3791

Cabell County
Rhonda McCoy 304-528-5048
2850 Fifth Avenue
Huntington, WV 25709

Enriching the quality of lives through our food solutions.



March 23, 2015

State of West Virginia
Purchasing Division
2019 Washington Street East
Charleston, WV 25305

To Whom This May Concern:

In reference to Section 38 of the General Terms and Conditions, regarding "ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE," Schwan's Food Service, Inc. would like to submit that our bid response will not apply to "Other Government Entities.

Requests for inclusion in this bid response from Other Government Entities are welcome; however, they may or may not be approved. If approved, the bid response inclusion will be effective once the school district receives written consent from Schwan's Food Service, Inc.

We appreciate the opportunity to continue doing business with you.

Thank you,

A handwritten signature in cursive script that reads "Brian Rademacher".

Brian Rademacher
Vice President of Finance
Schwan's Food Service, Inc.



The **SCHWAN**
FOOD COMPANY
SCHWAN'S FOOD SERVICE, INC.

All Channels

Order
Requirements

Publication Date:

Revised Date:
May 22, 2014

1. Schwan's Food Service, Inc. accepts orders via fax or EDI (electronic data interchange). EDI is the result of exchanging standardized document forms between computer systems for business use. The preferred method of accepting orders is EDI.
2. Shipping schedule:
 - Deliveries:
 - Less than truckload orders: will be delivered within a consolidated shipping schedule.
 - Full truckload orders – Five (5) business days lead time is required.
 - FOB – Customer Pick-up :
 - Five (5) business days lead time is required. Dock appointments require 72 advance notice prior to the day of pick-up.
3. Minimums:
 - Schools and Street
 - 7,000 lbs. minimum for delivery effective 12-15-11
 - 5,000 lbs. minimum for CPU
 - A \$200 surcharge will be applied on all orders that do not meet the minimum order requirement.
 - C-store
 - 3,300 lbs. minimum for delivery
 - 3,000 lbs. minimum for CPU
4. Order Changes:
 - All order changes need to be placed no later than 48 business hours prior to shipment or pick-up. Less than truckload orders refer to the consolidated shipping schedule.
5. Tier Quantity:
 - Each Line item on the order must be ordered in a tier quantity.
6. Pallet Quantity:
 - Whenever possible, the line items should be ordered in the Schwan pallet configuration. The pallet configuration is on the price list.
7. Palletizer:
 - Customer Service has a tool called the 'Palletizer' that allows them to see orders that are not placed in a pallet or layer increment. *The goal of the palletizer is to reduce damages, save time at the receiving docks and improve efficiencies through the supply chain.* If you place any orders that are not in the pallet or layer configuration, you will receive notification from your CSA asking to change the order.
8. Credit:
 - If an order is on overall Order Block the order will not be entered into Schwan's system until it is taken off block.
 - If an order is on order hold, it will not be released to the off-site warehouse for delivery or pick-up until it is released from order hold.
 - If it is LTL, the order will be placed on the next available pool schedule.
 - If it is a full truck, the 5 business day lead time begins from the day it is released.
 - If it is CPU, the 5 business day lead time begins from the day it is released.
9. Pricing:
 - Orders shall be priced according to the weight, cube or pallet of the order unless a contract or special pricing has been set up in advance.

- CPU will be billed at FOB pricing, unless a contract or special pricing has been set up in advance.

10. Shortages:

- If the customer is shorted, a new purchase order that meets our minimums should be placed. If a customer does not receive everything ordered; SFSI will not create an order for the remaining product.

11. Floor Stock:

- No floor stock protection. See terms & conditions of the price list.

12. Terms:

- Please contact the Credit & Collection Department.



The **SCHWAN**
FOOD COMPANY
SCHWAN'S FOOD SERVICE, INC.

State of West Virginia
Purchasing Division
2019 Washington Street, East
Charleston, WV 25305

Attn: Purchasing

Re: AGR1500000015

Schwan's Food Service, Inc. pricing for the 2015-2016 school year is as follows:

Product Code	Description	15/16 Commercial Price Per Case	15/16 USDA Commodity Chicken Vlaue Per Case	15/16 Commodity Price Per Case
69016	MINH® Sweet & Sour Chicken (lightly dusted) Stir Fry Kit	\$160.00	\$27.12	\$132.88
69017	MINH® General Tso's Chicken (unbreaded) Stir Fry Kit	\$135.05	\$26.99	\$108.06
69018	MINH® Teriyaki Chicken (unbreaded) Stir Fry Kit	\$135.05	\$26.99	\$108.06
69020	MINH® Orange Chicken (lightly dusted) Stir Fry Kit	\$160.00	\$27.12	\$132.88

Sincerely,

Brian Rademacher
Vice President of Finance
Schwan's Food Service, Inc.

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



VALUE PASS THROUGH SYSTEMS APPROVED:

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

Information Certified as Accurate from Approved EPDS (requires signature from agency that approved EPDS)											Certified by State Agency	
End Product Code & Description		Net Weight Per Case	Servings Per Case	Net Weight per Serving	Material Code	Material Description	USDA food Inventory Drawdown per case	By Products Produced*	Value per Pound of USDA food (contract value)	Value of USDA food per Case (F x H)	Effective Date	State Agency Acceptance/Approval Check for quick approval <input type="checkbox"/>
A		B	C	D	E		F	G	H	I	J	K
69016	MINH® Sweet & Sour Chicken (lightly dusted) Stir Fry Kit	42	240	2.80	100113	CHICKEN LEGS CHILLED -BULK	43.27	No	\$0.6267	\$27.12		
69017	MINH® General Tso's Chicken (unbreaded) Stir Fry Kit	42	240	2.80	100113	CHICKEN LEGS CHILLED -BULK	43.06	No	\$0.6267	\$26.99		
69018	MINH® Teriyaki Chicken (unbreaded) Stir Fry Kit	42	240	2.80	100113	CHICKEN LEGS CHILLED -BULK	43.06	No	\$0.6267	\$26.99		
69020	MINH® Orange Chicken (lightly dusted) Stir Fry Kit	42	240	2.80	100113	CHICKEN LEGS CHILLED -BULK	43.27	No	\$0.6267	\$27.12		<input type="checkbox"/>

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

PROCESSOR:

Schwan's Food Service, Inc.	
Name of Company	
Marsha Rose, Sr, Dir. of Market Strategies & Distribution	
Name and Title of Authorized Representative	
Signature	Date Signed

USDA APPROVAL:
(not applicable for state summary)

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

STATE AGENCY APPROVAL:

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

PRODUCT DESCRIPTION:

Our Sweet & Sour Chicken Stir Fry is made with tender lightly dusted chicken and is tossed in our traditional sweet & sour sauce.

- Bold Asian flavor.
- Better-for-you Minh™ Less Sodium Sauce clings to the chicken; no pooling or sogginess.
- Light dusting does not count as a grain credit for menu flexibility.
- High yield and accurate portion control thanks to consistent piece size.
- Leverages USDA donated foods chicken.
- Six 5-lb. bags of chicken and six 2-lb. bags of sauce in ever kit for easy preparation - just heat and serve.



MENU APPLICATIONS:

- Serve as your mainline Asian-style entrée.
- Use to create Asian-style wraps, sandwiches, bowls and more.

CHILD NUTRITION INFORMATION:

087508 -Contents of this case (672 oz.) provides 240 servings. Each 2.80 oz. portion (by weight) of Sweet and Sour Chicken Stir Fry (2.00 oz. of breaded dark meat chicken and 0.80 oz. of sauce) provides 2.00 oz equivalent meat/meat alternate for the Child Nutrition Meal Pattern Requirements. (Use of this logo and statement authorized by the Food and Nutrition Service, USDA 06-13.)

HARD BID SPECIFICATIONS:

MINH® Sweet & Sour Chicken (lightly dusted) Stir Fry Kit must provide 2.00 oz. equivalent meat/meat alternate, Portion to provide a minimum of 140 calories with no more than 9 fat grams. Must contain a minimum of -1 grams of fiber and less than 250 of sodium. Case pack of 240 per case.

CN Label required. Acceptable Brand: MINH® 69016

PREP INSTRUCTIONS:

Chicken PLACE 1 BAG OF CHICKEN ONTO A LARGE SHEET PAN LINED WITH PARCHMENT PAPER. COOK IN A PRE-HEATED CONVECTION OVEN AT 350°F, FOR 15-20 MINUTES. Sauce - Stove Top BRING A LARGE POT OF WATER TO BOIL. SUBMERGE ONE BAG IN BOILING WATER AND BOIL FOR 20 MINUTES IF FROZEN OR 15 MINUTES IF REFRIGERATED. Sauce - Steam PLACE FROZEN SAUCE IN A 2-INCH STEAMABLE PAN. STEAM SAUCE FOR APPROXIMATELY 5 MINUTES IN COMBI OVEN. MIX: USE 1 BAG OF BAKED CHICKEN TO 1 BAG OF HEATED SAUCE. SERVE IMMEDIATELY.

Cooking Method	Temp	Time	Instructions
Convection Oven	350 °F	15-20 MIN	Prepare from frozen state
Stove Top	165 °F	15-20 MIN	Prepare from frozen state
Steam	165 °F	5 MIN	Prepare from frozen state

INGREDIENTS:

INGREDIENTS: COOKED BREADED DARK MEAT CHICKEN (BONELESS, SKINLESS DARK MEAT CHICKEN, WHEAT FLOUR, CHICKEN BROTH, DRIED WHOLE EGG, CONTAINS 2% OR LESS OF THE FOLLOWING: DEXTROSE, FLAVORINGS, ISOLATED SOY PROTEIN, SALT, WHEAT GLUTEN . BREADING SET IN VEGETABLE OIL); SAUCE (SUGAR, WATER, VINEGAR, TOMATO PASTE, SOY SAUCE [WATER, WHEAT, SOYBEANS, SALT, LACTIC ACID, AND LESS THAN 0.10% SODIUM BENZOATE AS A PRESERVATIVE], MODIFIED FOOD STARCH, CONTAINS 2% OR LESS OF: WORCESTERSHIRE SAUCE [DISTILLED VINEGAR, MOLASSES, CORN SYRUP, WATER, SALT, CARAMEL COLOR, SUGAR, SPICES, ANCHOVIES, NATURAL FLAVOR (CONTAINS SOY), TAMARIND], GARLIC POWDER, CITRIC ACID, SALT, OLEORESIN PAPRIKA).

SHIPPING INFO / SHELF LIFE:

SHIPPING INFO:

GTIN (Case):	10072180690163
Gross Weight:	44.00
Net Weight:	42.00
Each Weight:	2.80
Cube:	1.87
Dimensions (LxWxH):	16.69 x 14.44 x 13.38
Cases/Pallet:	18
Tie:	6
High:	3
SHELF LIFE:	365

ALLERGENS:

Contains Eggs or its Derivatives, Wheat or its Derivatives, Soy or its Derivatives, and Fish Protein.



Karen Wilder

Karen Wilder, RD, MPH, LD
 Sr Director, Scientific & Regulatory Affairs

NUTRITION INFORMATION:

Serving Size:	2 oz of chicken with .8 oz of sauce (79g)	-
Serving Size (grams):	79	-
Serving Size (weight oz):	2.8	-
Eaches/Case:	12	-
Inner Packs/Case:	12	-
Servings/Case:	240	-
Calories:	170	-
Calories From Fat:	70	-
Calories From Saturated Fat:	13.5	-
Total Fat:	7	11%
Saturated Fat:	1.5	8%
Trans Fat:	0	-
Cholesterol:	60	20%
Sodium:	150	6%
Potassium:	20	1%
Total Carbohydrate:	10	3%
Total Dietary Fiber:	0	1%
Sugars:	7	-
Protein:	14	-
Vitamin A:	-	0%
Vitamin C:	-	0%
Calcium:	-	0%
Iron:	-	4%
Whole Grain:	-	-

* Percent Daily Values are based on a 2,000 calorie diet.



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115 West College Drive | Marshall, MN 56258 | 1-877-302-7426
info@schwansfs.com

Last Update Date: 11/11/2014 Printed on: 3/23/2015

Information contained in this document is believed to be accurate and offered in good faith for the benefit of the customer. Nutrition data is calculated and offered for information purposes; some variation can occur depending on several factors. This document may contain proprietary confidential, trade secret or privileged information. Any unauthorized review, use, disclosure or distribution is prohibited and may be a violation of law.

Karen Wilder, RD, MPH, LD
Sr Director, Scientific & Regulatory Affairs

ITEM NO. **69016**

KEEP FROZEN

FOR INSTITUTIONAL USE COOK THOROUGHLY

Product of U.S.A.

CN 087508
Contents of this case (672 oz.) provides 240 servings. Each 2.80 oz. portion (by weight) of Sweet and Sour Chicken Stir Fry (2.00 oz. of breaded dark meat chicken and 0.80 oz. of sauce) provides 2.00 oz. equivalent meat/meat alternate for the Child Nutrition Meal Pattern Requirements. (Use of this logo and statement authorized by the Food and Nutrition Service, USDA 06-13.)
CN



SWEET AND SOUR CHICKEN STIR FRY KIT
BREADED DARK MEAT CHICKEN WITH SWEET AND SOUR SAUCE

INGREDIENTS: COOKED BREADED DARK MEAT CHICKEN (BONELESS, SKINLESS DARK MEAT CHICKEN, WHEAT FLOUR, CHICKEN BROTH, DRIED WHOLE EGG, CONTAINS 2% OR LESS OF THE FOLLOWING: DEXTROSE, FLAVORINGS, ISOLATED SOY PROTEIN, SALT, WHEAT GLUTEN . BREADING SET IN VEGETABLE OIL); SAUCE (SUGAR, WATER, VINEGAR, TOMATO PASTE, SOY SAUCE [WATER, WHEAT, SOYBEANS, SALT, LACTIC ACID, AND LESS THAN 0.10% SODIUM BENZOATE AS A PRESERVATIVE], MODIFIED FOOD STARCH, CONTAINS 2% OR LESS OF: WORCESTERSHIRE SAUCE [DISTILLED VINEGAR, MOLASSES, CORN SYRUP, WATER, SALT, CARAMEL COLOR, SUGAR, SPICES, ANCHOVIES, NATURAL FLAVOR (CONTAINS SOY), TAMARIND], GARLIC POWDER, CITRIC ACID, SALT, OLEORESIN PAPRIKA).

CONTAINS: WHEAT, EGG, SOY, FISH (ANCHOVY).

COPY NOT FOR DOCUMENTING FEDERAL MEAL REQUIREMENTS

NET WT. 42 LBS (19.05kg)



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1 00 72180 69016 3

PRODUCT DESCRIPTION:

Our General Tso's Chicken Stir Fry is made with tender chicken and is tossed in our traditional spicy General Tso's sauce.

- Bold Asian flavor.
- Better-for-you Minh™ Less Sodium Sauce clings to the chicken; no pooling or sogginess.
- Chicken has appealing grilled appearance.
- High yield and accurate portion control thanks to consistent piece size.
- Leverages USDA donated foods chicken.
- Six 5-lb. bags of chicken and six 2-lb. bags of sauce in ever kit for easy preparation - just heat and serve.



MENU APPLICATIONS:

- Serve as your mainline Asian-style entrée.
- Use to create Asian-style wraps, sandwiches, bowls and more.

CHILD NUTRITION INFORMATION:

087509 -Contents of this case (672 oz.) provides 240 servings. Each 2.80 oz. portion (by weight) of General Tso Chicken Stir Fry (2.00 oz. of dark meat chicken and 0.80 oz. of sauce) provides 2.00 oz equivalent meat/meat alternate for the Child Nutrition Meal Pattern Requirements. (Use of this logo and statement authorized by the Food and Nutrition Service, USDA 06-13.)

HARD BID SPECIFICATIONS:

MINH® General Tso's Chicken (unbreaded) Stir Fry Kit must provide 2.00 oz. equivalent meat/meat alternate, Portion to provide a minimum of 110 calories with no more than 7 fat grams. Must contain a minimum of -1 grams of fiber and less than 410 of sodium. Case pack of 240 per case.

CN Label required. Acceptable Brand: MINH® 69017

PREP INSTRUCTIONS:

Sauce - Stove Top BRING A LARGE POT OF WATER TO BOIL. SUBMERGE ONE BAG IN BOILING WATER AND BOIL FOR 15 MINUTES IF FROZEN OR 10 MINUTES IF REFRIGERATED. Sauce - Steam PLACE FROZEN SAUCE IN A 2-INCH STEAMABLE PAN. STEAM SAUCE FOR APPROXIMATELY 5 MINUTES IN COMBI OVEN. CHICKEN: PLACE 1 BAG OF FROZEN CHICKEN IN A LARGE STEAM TABLE PAN. MIX: ADD THAWED SAUCE TO FROZEN CHICKEN. COAT CHICKEN WITH SAUCE. COVER WITH FOIL. PLACE INTO A PREHEATED CONVECTION OVEN AT 350°F WITH FANS ON HIGH; COOK FOR 30-35 MINUTES OR UNTIL TEMPERATURE REACHES 165°F. USE 1 BAG OF SAUCE PER 1 BAG OF CHICKEN.

Cooking Method	Temp	Time	Instructions
Stove Top	165 °F	10-15 MIN	Prepare from frozen state
Steam	165 °F	5 MIN	Prepare from frozen state
Convection Oven	350 °F	30-35 MIN	Prepare from frozen state

INGREDIENTS:

INGREDIENTS: COOKED DARK MEAT CHICKEN STRIPS WITH BINDERS ADDED (BONELESS, SKINLESS DARK MEAT CHICKEN, CHICKEN BROTH, ISOLATED SOY PROTEIN, DRIED WHOLE EGG, CONTAINS 2% OR LESS OF: CARAMELIZED SUGAR, DEHYDRATED GARLIC, DEHYDRATED ONION, DEXTROSE, FLAVORINGS, LIME JUICE SOLIDS, MALTODEXTRIN, NATURAL FLAVORS, SALT, SPICES, SUGAR); SAUCE (SUGAR, WATER, SOY SAUCE [WATER, WHEAT, SOYBEANS, SALT, LACTIC ACID, AND LESS THAN 0.10% SODIUM BENZOATE AS A PRESERVATIVE], VINEGAR, MODIFIED FOOD STARCH, SESAME SEED FLAVORED OIL [COTTONSEED OIL OR SOYBEAN AND SESAME OIL], CONTAINS 2% OR LESS OF: CHILI GARLIC SAUCE [RED CHILI PEPPER, VINEGAR, SALT, GARLIC, XANTHAN GUM, GUAR GUM, NATURAL FLAVORS (CANOLA OIL, NATURAL FLAVORS)], SPICE, CARAMEL COLOR, SALT, CITRIC ACID, ONION POWDER, GARLIC POWDER, XANTHAN GUM).

SHIPPING INFO / SHELF LIFE:

SHIPPING INFO:

GTIN (Case):	10072180690170
Gross Weight:	44.00
Net Weight:	42.00
Each Weight:	2.80
Cube:	1.87
Dimensions (LxWxH):	16.69 x 14.44 x 13.38
Cases/Pallet:	18
Tie:	6
High:	3
SHELF LIFE:	365

ALLERGENS:

Contains Eggs or its Derivatives, Wheat or its Derivatives, and Soy or its Derivatives.



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Karen Wilder

Karen Wilder, RD, MPH, LD
 Sr Director, Scientific & Regulatory Affairs

NUTRITION INFORMATION:

Serving Size:	2 oz of chicken with .8 oz of sauce (79g)	-
Serving Size (grams):	79	-
Serving Size (weight oz):	2.8	-
Eaches/Case:	12	-
Inner Packs/Case:	12	-
Servings/Case:	240	-
Calories:	140	-
Calories From Fat:	45	-
Calories From Saturated Fat:	13.5	-
Total Fat:	5	8%
Saturated Fat:	1.5	7%
Trans Fat:	0	-
Cholesterol:	65	22%
Sodium:	310	13%
Potassium:	0	0%
Total Carbohydrate:	8	3%
Total Dietary Fiber:	0	1%
Sugars:	7	-
Protein:	15	-
Vitamin A:	-	0%
Vitamin C:	-	0%
Calcium:	-	0%
Iron:	-	6%
Whole Grain:	-	-

* Percent Daily Values are based on a 2,000 calorie diet.



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Karen Wilder, RD, MPH, LD
Sr Director, Scientific & Regulatory Affairs

ITEM NO. **69017**

KEEP FROZEN

FOR INSTITUTIONAL USE COOK THOROUGHLY

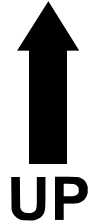
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GENERAL TSO CHICKEN STIR FRY KIT

COOKED DARK MEAT CHICKEN WITH A SWEET AND SPICY SAUCE

CN 087509
Contents of this case (672 oz.) provides 240 servings. Each 2.80 oz. portion (by weight) of General Tso Chicken Stir Fry (2.00 oz. of dark meat chicken and 0.80 oz. of sauce) provides 2.00 oz. equivalent meat/meat alternate for the Child Nutrition Meal Pattern Requirements. (Use of this logo and statement authorized by the Food and Nutrition Service, USDA 06-13.)
CN



INGREDIENTS: COOKED DARK MEAT CHICKEN STRIPS WITH BINDERS ADDED (BONELESS, SKINLESS DARK MEAT CHICKEN, CHICKEN BROTH, ISOLATED SOY PROTEIN, DRIED WHOLE EGG, CONTAINS 2% OR LESS OF: CARAMELIZED SUGAR, DEHYDRATED GARLIC, DEHYDRATED ONION, DEXTROSE, FLAVORINGS, LIME JUICE SOLIDS, MALTODEXTRIN, NATURAL FLAVORS, SALT, SPICES, SUGAR); SAUCE (SUGAR, WATER, SOY SAUCE [WATER, WHEAT, SOYBEANS, SALT, LACTIC ACID, AND LESS THAN 0.10% SODIUM BENZOATE AS A PRESERVATIVE], VINEGAR, MODIFIED FOOD STARCH, SESAME SEED FLAVORED OIL [COTTONSEED OIL OR SOYBEAN AND SESAME OIL], CONTAINS 2% OR LESS OF: CHILI GARLIC SAUCE [RED CHILI PEPPER, VINEGAR, SALT, GARLIC, XANTHAN GUM, GUAR GUM, NATURAL FLAVORS (CANOLA OIL, NATURAL FLAVORS)], SPICE, CARAMEL COLOR, SALT, CITRIC ACID, GINSENG POWDER, GARLIC POWDER, XANTHAN GUM).
CONTAINS: SOY, EGG, AND WHEAT.

COPY NOT FOR DOCUMENTING FEDERAL MEAL REQUIREMENTS

NET WT. 42 LBS (19.05kg)



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PRODUCT DESCRIPTION:

Our Teriyaki Chicken Stir Fry is made with tender chicken and is tossed in our traditional savory teriyaki sauce.

- Bold Asian flavor.
- Better-for-you Minh™ Less Sodium Sauce clings to the chicken; no pooling or sogginess.
- Chicken has appealing grilled appearance.
- High yield and accurate portion control thanks to consistent piece size.
- Leverages USDA donated foods chicken.
- Six 5-lb. bags of chicken and six 2-lb. bags of sauce in ever kit for easy preparation - just heat and serve.

MENU APPLICATIONS:

- Serve as your mainline Asian-style entrée.
- Use to create Asian-style wraps, sandwiches, bowls and more.

CHILD NUTRITION INFORMATION:

087510 -Contents of this case (672 oz.) provides 240 servings. Each 2.80 oz. portion (by weight) of Teriyaki Chicken Stir Fry (2.00 oz. of dark meat chicken and 0.80 oz. of sauce) provides 2.00 oz. equivalent meat/meat alternate for the Child Nutrition Meal Pattern Requirements. Use of this logo and statement authorized by the Food and Nutrition Service, USDA 06-13.)

HARD BID SPECIFICATIONS:

MINH® Teriyaki Chicken (unbreaded) Stir Fry Kit must provide 2.00 oz. equivalent meat/meat alternate, Portion to provide a minimum of 110 calories with no more than 6.5 fat grams. Must contain a minimum of -1 grams of fiber and less than 390 of sodium. Case pack of 240 per case.

CN Label required. Acceptable Brand: MINH® 69018

PREP INSTRUCTIONS:

Sauce - Stove Top BRING A LARGE POT OF WATER TO BOIL. SUBMERGE ONE BAG IN BOILING WATER AND BOIL FOR 15 MINUTES IF FROZEN OR 10 MINUTES IF REFRIGERATED. Sauce - Steam PLACE FROZEN SAUCE IN A 2-INCH STEAMABLE PAN. STEAM SAUCE FOR APPROXIMATELY 5 MINUTES IN COMBI OVEN. CHICKEN: PLACE 1 BAG OF FROZEN CHICKEN IN A LARGE STEAM TABLE PAN. MIX: ADD THAWED SAUCE TO FROZEN CHICKEN. COAT CHICKEN WITH SAUCE. COVER WITH FOIL. PLACE INTO A PREHEATED CONVECTION OVEN AT 350°F WITH FANS ON HIGH; COOK FOR 30-35 MINUTES OR UNTIL TEMPERATURE REACHES 165°F. USE 1 BAG OF SAUCE PER 1 BAG OF CHICKEN.

Cooking Method	Temp	Time	Instructions
Stove Top	165 °F	10-15 MIN	Prepare from frozen state
Steam	165 °F	5 MIN	Prepare from frozen state
Convection Oven	350 °F	30-35 MIN	Prepare from frozen state



INGREDIENTS:

INGREDIENTS: COOKED DARK MEAT CHICKEN STRIPS WITH BINDERS ADDED (BONELESS, SKINLESS DARK MEAT CHICKEN, CHICKEN BROTH, ISOLATED SOY PROTEIN, DRIED WHOLE EGG, CONTAINS 2% OR LESS OF: CARAMELIZED SUGAR, DEHYDRATED GARLIC, DEHYDRATED ONION, DEXTROSE, FLAVORINGS, LIME JUICE SOLIDS, MALTODEXTRIN, NATURAL FLAVORS, SALT, SPICES, SUGAR); SAUCE (WATER, SUGAR, SOY SAUCE [WATER, WHEAT, SOYBEANS, SALT, LACTIC ACID, AND LESS THAN 0.10% SODIUM BENZOATE AS A PRESERVATIVE], BROWN SUGAR, MOLASSES POWDER [CANE REFINERY SYRUPS, CANE MOLASSES], MODIFIED FOOD STARCH, CONTAINS 2% OR LESS OF: TOASTED SESAME OIL, CARAMEL COLOR, XANTHAN GUM, SPICE, SALT, GARLIC POWDER, ONION POWDER).

SHIPPING INFO / SHELF LIFE:

SHIPPING INFO:

GTIN (Case):	10072180690187
Gross Weight:	44.00
Net Weight:	42.00
Each Weight:	2.80
Cube:	1.87
Dimensions (LxWxH):	16.69 x 14.44 x 13.38
Cases/Pallet:	18
Tie:	6
High:	3
SHELF LIFE:	365

ALLERGENS:

Contains Eggs or its Derivatives, Wheat or its Derivatives, and Soy or its Derivatives.



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Karen Wilder

Karen Wilder, RD, MPH, LD
 Sr Director, Scientific & Regulatory Affairs

NUTRITION INFORMATION:

Serving Size:	2 oz of chicken with .8 oz of sauce (79g)	-
Serving Size (grams):	79	-
Serving Size (weight oz):	2.8	-
Eaches/Case:	12	-
Inner Packs/Case:	12	-
Servings/Case:	240	-
Calories:	140	-
Calories From Fat:	40	-
Calories From Saturated Fat:	13.5	-
Total Fat:	4.5	7%
Saturated Fat:	1.5	6%
Trans Fat:	0	-
Cholesterol:	65	22%
Sodium:	290	12%
Potassium:	10	0%
Total Carbohydrate:	8	3%
Total Dietary Fiber:	0	1%
Sugars:	7	-
Protein:	15	-
Vitamin A:	-	0%
Vitamin C:	-	0%
Calcium:	-	0%
Iron:	-	6%
Whole Grain:	-	-

* Percent Daily Values are based on a 2,000 calorie diet.



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Karen Wilder, RD, MPH, LD
Sr Director, Scientific & Regulatory Affairs

ITEM NO. **69018**

KEEP FROZEN

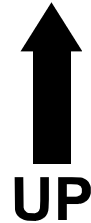
FOR INSTITUTIONAL USE COOK THOROUGHLY

Product of U.S.A.



TERIYAKI CHICKEN STIR FRY KIT
COOKED DARK MEAT CHICKEN WITH TERIYAKI SAUCE

CN 087510
Contents of this case (672 oz.) provides 240 servings. Each 2.80 oz. portion (by weight) of Teriyaki Chicken Stir Fry (2.00 oz. of dark meat chicken and 0.80 oz. of sauce) provides 2.00 oz. equivalent meat/meat alternate for the Child Nutrition Meal Pattern Requirements. Use of this logo and statement authorized by the Food and Nutrition Service, USDA 06-13.)
CN



INGREDIENTS: COOKED DARK MEAT CHICKEN STRIPS WITH BINDERS ADDED (BONELESS, SKINLESS DARK MEAT CHICKEN, CHICKEN BROTH, ISOLATED SOY PROTEIN, DRIED WHOLE EGG, CONTAINS 2% OR LESS OF: CARAMELIZED SUGAR, DEHYDRATED GARLIC, DEHYDRATED ONION, DEXTROSE, FLAVORINGS, LIME JUICE SOLIDS, MALTODEXTRIN, NATURAL FLAVORS, SALT, SPICES, SUGAR), SAUCE (WATER, SUGAR, SOY SAUCE [WATER, WHEAT, SOYBEANS, SALT, LACTIC ACID, AND LESS THAN 0.10% SODIUM BENZOATE AS A PRESERVATIVE], BROWN SUGAR, MOLASSES POWDER [CANE REFINERY SYRUPS, CANE MOLASSES]), MODIFIED FOOD STARCH, CONTAINS 2% OR LESS OF: TOASTED SESAME OIL, CARAMEL COLOR, XANTHAN GUM, SPICE, SALT, GARLIC POWDER, ONION POWDER).
CONTAINS SOY, EGG, AND WHEAT.

COPY NOT FOR DOCUMENTING FEDERAL MEAL REQUIREMENTS

NET WT. 42 LBS (19.05kg)



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PRODUCT DESCRIPTION:

Our Orange Chicken Stir Fry is made with tender lightly dusted chicken and is tossed in our traditional tangy orange sauce.

- Bold Asian flavor.
- Better-for-you Minh™ Less Sodium Sauce clings to the chicken; no pooling or sogginess.
- Light dusting does not count as a grain credit for menu flexibility.
- High yield and accurate portion control thanks to consistent piece size.
- Leverages USDA donated foods chicken.
- Six 5-lb. bags of chicken and six 2-lb. bags of sauce in ever kit for easy preparation - just heat and serve.



MENU APPLICATIONS:

- Serve as your mainline Asian-style entrée.
- Use to create Asian-style wraps, sandwiches, bowls and more.

CHILD NUTRITION INFORMATION:

087511 -Contents of this case (672 oz.) provides 240 servings. Each 2.80 oz. portion (by weight) of Orange Chicken Stir Fry (2.00 oz. of breaded dark meat chicken and 0.80 oz. of sauce) provides 2.00 oz equivalent meat/meat alternate for the Child Nutrition Meal Pattern Requirements. (Use of this logo and statement authorized by the Food and Nutrition Service, USDA 06-13.)

HARD BID SPECIFICATIONS:

MINH® Orange Chicken (lightly dusted) Stir Fry Kit must provide 2.00 oz. equivalent meat/meat alternate, Portion to provide a minimum of 140 calories with no more than 9 fat grams. Must contain a minimum of -1 grams of fiber and less than 280 of sodium. Case pack of 240 per case.

CN Label required. Acceptable Brand: MINH® 69020

PREP INSTRUCTIONS:

Chicken PLACE 1 BAG OF CHICKEN ONTO A LARGE SHEET PAN LINED WITH PARCHMENT PAPER. COOK IN A PRE-HEATED CONVECTION OVEN AT 350°F, FOR 15-20 MINUTES. MIX: USE 1 BAG OF BAKED CHICKEN TO 1 BAG OF HEATED SAUCE. SERVE IMMEDIATELY Sauce - Steam PLACE FROZEN SAUCE IN A 2-INCH STEAMABLE PAN. STEAM SAUCE FOR APPROXIMATELY 5 MINUTES IN COMBI OVEN. Sauce - Stove Top BRING A LARGE POT OF WATER TO BOIL. SUBMERGE ONE BAG IN BOILING WATER AND BOIL FOR 20 MINUTES IF FROZEN OR 15 MINUTES IF REFRIGERATED.

Cooking Method	Temp	Time	Instructions
Convection Oven	350 °F	15-20 MIN	Prepare from frozen state
Steam	165 °F	5 MIN	Prepare from frozen state
Stove Top	165 °F	15-20 MIN	Prepare from frozen state

INGREDIENTS:

INGREDIENTS: COOKED BREADED DARK MEAT CHICKEN (BONELESS, SKINLESS DARK MEAT CHICKEN, WHEAT FLOUR, CHICKEN BROTH, DRIED WHOLE EGG, CONTAINS 2% OR LESS OF THE FOLLOWING: DEXTROSE, FLAVORINGS, ISOLATED SOY PROTEIN, SALT, WHEAT GLUTEN. BREADING SET IN VEGETABLE OIL); SAUCE (SUGAR, VINEGAR, WATER, SOY SAUCE [WATER, WHEAT, SOYBEANS, SALT, LACTIC ACID, AND LESS THAN 0.10% SODIUM BENZOATE AS A PRESERVATIVE], MUSHROOM SOY SAUCE [WATER, EXTRACT OF SOYA BEANS, WHEAT FLOUR, SALT, SUGAR, MUSHROOM], MODIFIED FOOD STARCH, CONTAINS 2% OR LESS OF: CONCENTRATED ORANGE JUICE, CITRIC ACID, XANTHAN GUM, SPICE, GARLIC POWDER).

SHIPPING INFO / SHELF LIFE:

SHIPPING INFO:

GTIN (Case):	10072180690200
Gross Weight:	44.00
Net Weight:	42.00
Each Weight:	2.80
Cube:	1.87
Dimensions (LxWxH):	16.69 x 14.44 x 13.38
Cases/Pallet:	18
Tie:	6
High:	3
SHELF LIFE:	365

ALLERGENS:

Contains Eggs or its Derivatives, Wheat or its Derivatives, and Soy or its Derivatives.



Karen Wilder

Karen Wilder, RD, MPH, LD
 Sr Director, Scientific & Regulatory Affairs

NUTRITION INFORMATION:

Serving Size:	2 oz of chicken with .8 oz of sauce (79g)	-
Serving Size (grams):	79	-
Serving Size (weight oz):	2.8	-
Eaches/Case:	12	-
Inner Packs/Case:	12	-
Servings/Case:	240	-
Calories:	170	-
Calories From Fat:	70	-
Calories From Saturated Fat:	13.5	-
Total Fat:	7	11%
Saturated Fat:	1.5	8%
Trans Fat:	0	-
Cholesterol:	60	20%
Sodium:	180	7%
Potassium:	5	0%
Total Carbohydrate:	11	4%
Total Dietary Fiber:	0	1%
Sugars:	7	-
Protein:	14	-
Vitamin A:	-	0%
Vitamin C:	-	0%
Calcium:	-	0%
Iron:	-	4%
Whole Grain:	-	-

* Percent Daily Values are based on a 2,000 calorie diet.



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Karen Wilder, RD, MPH, LD
 Sr Director, Scientific & Regulatory Affairs

ITEM NO. **69020**

KEEP FROZEN

FOR COOK
INSTITUTIONAL USE THOROUGHLY

Product of U.S.A.



ORANGE CHICKEN STIR FRY KIT
BREADED DARK MEAT CHICKEN WITH ORANGE SAUCE

CN 087511
Contents of this case (672 oz.) provides 240 servings. Each 2.80 oz. portion (by weight) of Orange Chicken Stir Fry (2.00 oz. of breaded dark meat chicken and 0.80 oz. of sauce) provides 2.00 oz. equivalent meat/meat alternate for the Child Nutrition Meal Pattern Requirements. (Use of this logo and statement authorized by the Food and Nutrition Service, USDA 06-13.)
CN



INGREDIENTS: COOKED BREADED DARK MEAT CHICKEN (BONELESS, SKINLESS DARK MEAT CHICKEN, WHEAT FLOUR, CHICKEN BROTH, DRIED WHOLE EGG, CONTAINS 2% OR LESS OF THE FOLLOWING: DEXTROSE, FLAVORINGS, ISOLATED SOY PROTEIN, SALT, WHEAT GLUTEN. BREADING SET IN VEGETABLE OIL); SAUCE (SUGAR, VINEGAR, WATER, SOY SAUCE [WATER, WHEAT, SOYBEANS, SALT, LACTIC ACID, AND LESS THAN 0.10% SODIUM BENZOATE AS A PRESERVATIVE], MUSHROOM SOY SAUCE [WATER, EXTRACT OF SOYA BEANS, WHEAT FLOUR, SALT, SUGAR, MUSHROOM], MODIFIED FOOD STARCH, CONTAINS 2% OR LESS OF: CONCENTRATED ORANGE JUICE, CITRIC ACID, XANTHAN GUM, SPICE, GARLIC POWDER).

CONTAINS: WHEAT, EGG, AND SOY.

COPY NOT FOR DOCUMENTING FEDERAL MEAL REQUIREMENTS

NET WT. 42 LBS (19.05kg)



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