UNOS FOODS 6172185236 180 SPARK ST BROCKTON MA 02302

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 pizza products utilizing USDA Commodity bulk mozzarella.
- 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 NonTomato Sauce, Garlic Cheese Pizza
 - 3.1.1.2 Whole Grain Breakfast Sausage Pizza
 - 3.1.1.3 Whole Grain Breadsticks
 - 3.1.1.4 Whole Grain Beagle with Red Sauce
 - **3.1.1.5** Whole Grain Pepp Pizza 50/50
 - 3.1.1.6 Whole Grain Cheese Pizza 50/50
 - 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
 - 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 600 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.

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 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.

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: John McKenna Telephone Number: 508.580.1561 Fax Number: 508.580-3605 Email Address: 501es & Unos.con

INVITATION TO BID

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

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 Mozzarella into processed Pizza 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 01, 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 <u>April 01, 2015</u> 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:

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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.

BID BOND	
Conforms with The American institute of Architects, A.I.A. Document No. A-310	
KNOW ALL BY THESE PRESENTS, That we, Uno Foods, Inc.)
180 Spark Street, Brockton, Massachusetts 02302	
	as Principal, hereinafter called the Principal,
and the Atlantic Specialty Insurance Company	J
of 150 Royall Street, Canton, MA 02021	, a corporation duly organized under
	Surety, hereinafter called the Surety, are held and firmly bound unto
State of West Virginia, Purchasing Division, 2019 Washii P.O. Box 50130, Charleston, WV 25305-0130	as Obligee, hereinafter called the Obligee,
in the sum of 5% of Bid Amount	
WHEREAS, the Principal has submitted a bid for Pizza Product: West Virginia NOW, THEREFORE, if the Obligee shall accept the bid of the Principal accordance with the terms of such bid, and give such bond or bond good and sufficient surety for the faithful performance of such Contithe prosecution thereof, or in the event of the failure of the Principal shall pay to the Obligee the difference not to exceed the penalty here for which the Obligee may in good faith contract with another party	s Utilizing USDA Commodity Bulk Mozzarella, State of sipal and the Principal shall enter into a Contract with the Obligee in its as may be specified in the bidding or Contract Documents with tract and for the prompt payment of labor and material furnished in to enter such Contract and give such bond or bonds, if the Principal of between the amount specified in said bid and such larger amount
be null and void, otherwise to remain in full force and effect.	
Signed and sealed this 24th day of	<u>March</u> , <u>2015</u> .
Witness	Uno Foods, Inc. (Seal) Principal Sohn McKenna · VP FranceTitle
Chytras Witness	Atlantic Specialty Insurance Company By Donna M. Robie Attorney-in-Fact



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Minnetonka, Minnesota, does hereby constitute and appoint: Frank J. Smith, Donna M. Robie, Ellen J. Young, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: sixty million dollars (\$60,000,000) and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds,

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this eighth day of December, 2014.

STATE OF MINNESOTA HENNIPEN COUNTY Ву

Paul J. Brehm, Senior Vice President

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On this eighth day of December, 2014, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and



Safesha V. S. Becks

Notary Public

I, the undersigned, Assistant Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 24th day of March, 2015

This Power of Attorney expires October 1, 2017 Jan J. John

James G. Jordan, Assistant Secretary

SOLICITATION NUMBER: AGR1500000022 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	e A	ddendum Category:
į	i	Modify bid opening date and time
1	Ī	Modify specifications of product or service being sought
1	1	Attachment of vendor questions and responses
I	Ī	Attachment of pre-bid sign-in sheet
I√]	Correction of error
[1	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 U.O. FOODS. TOC. (Processor).

State Distributing Agency W Department of Agriculture, Food Distribution Program	Processor	Uno Foods, Inc.
Name <u>Darrell Carter</u>	Name	John R. McKenna
Title <u>Program Director</u>	Title	VP Finance
Address 4496 Cedar Lakes Road	Address	180 Spark St.
City, State, Zip Ripley, WV 25271	City, State, Zip	Brockton, MA 02308
Contact <u>Darrell Carter</u>	Contact	Jeff Keating
Phone 304-558-0573	Phone	<u>508. 580. 1561</u>
Fax <u>304-372-3312</u>	Fax	<u>508.580.360</u> 5
E-mall dcarter@wvda.us	E-mail	Sales o lines.com
Web Address www.state.wv.us/admin/purchase/vrc	Web Address V	www. woroods.com
Signature	Signature	fam time
Date	Date 3	24.15

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

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:
[A	State delegates sales verification to the processor eccording to 250.19 (2)(vi) (C) states must review the processor's findings and select a random b-sample of at least 10% of all sales verified by the processor and reverify the sales by rentacting the RA]
	Processor should submit their Sales Verification Plan to the State Agency.
	State will conduct sales verification
2.	Summary End Product Data Schedules (SEPDS). Processor will submit SEPDS to State with the completed State Participation Agreement. The SEPDS contains summary information from approved EPDS and a master SEPDS approved by USDA. Processor may select specific EPDS for processing in a given state. The state also has the option to accept or reject individual products listed on the SEPDS, and in the case of multiple commodities available for processing, may accept or reject certain commodities for processing. Note: the case weight listed on the SEPDS MUST match the label on the finished case.
	SUMMARY END PRODUCT DATA SCHEDULES SUBMITTED WITH THIS BID PACKAGE MUST INCLUDE 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.

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4.	USDA regulations. Please check those that apply:
	Processor must provide nutrition information to RA upon request.
	Processor's nutrition information has been submitted to USDA Database
	Processor's nutrition information is available on their web site.
	(Provide the web address)
	Processor must submit nutrition information with the SEPDS
5.	Grading. Red Meat grading will be performed under (check one)
	Full Certification per AMS Instruction MGC 640
	PCCP per AMS Instruction MGC 638
6.	By products. If by products are produced, describe method of valuation and credit.
7.	Backhauling of DF. If backhauling is permitted, processor must notify the State before backhauling products. Please check those that apply.
	State permits backhauling Yes No
	Backhauling permitted from State Warehouse School District
	State requires attached form for requesting approval to backhaul [Yes No
8.	List of Eligible Recipient Agencies. State will provide a list of eligible recipient agencies to the processor-upon State approval of the State Participation Agreement.
	COMMODITIES IN WEST VIRGINIA ARE PURCHASED AND DISTRIBUTED DIRECTLY BY THE STATE DISTRIBUTING AGENCY.

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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)

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

ACDA 11/04

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: AGR1500000022

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.

(Chec	k th	e bo	ox next to each addendun	n receive	d)	
		(1	Addendum No. 1	[]	Addendum No. 6
	[]	Addendum No. 2	I]	Addendum No. 7
	Į.]	Addendum No. 3	ſ]	Addendum No. 8
	[1	Addendum No. 4	1]	Addendum No. 9
	[J	Addendum No. 5	[]	Addendum No. 10

Addendum Numbers Received:

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.

Company

Authorized Signature

3-24-15

Date

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

CERTIFICATIONAND 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.

Uno Foods, Inc.
(Company)

Authorized Signature) (Representative Name, Title)

508.560.1561, 508.560.3605, 3|24|15 (Phone Number) (Fax Number) (Date)

References

United Laredo IDS, Texas

Enrique Lira

Phone: 956-473-6559 Email: jelira@uisd.net

Lake Travis ISD, Texas

Traci Miller

Phone: 512-533-6035

Email: millert@ltisaschools.org

McAllen ISD, Texas Alexandra Molina

Phone: 956-632-3226

Email: <u>Alexandra.molina@mcallenisd.net</u>

UNO Foods Contact Information

Manufacturer Information

UNO Foods, Inc. 180 Spark St.

Brockton, MA 02302 Phone: 508-580-1561 Fax: 508-580-3605

USDA Contact / Representative

Sam Phife Inspector In Charge 970-397-8164

Key Contact Personnel

- National Sales Manager School Foodservice
 Jeff Keating
 508-580-1561
 jkeating@unos.com
- Customer Service Manager Mary Carriere
 508-580-1561 mcarriere@unos.com
- 3. K12 Administrator Stacey Perry 508-580-1561 sperry@unos.com

- Vice President Sales Michael Dellemonico 508-580-1561 michaeld@unos.com
- President
 Jim Mitchell
 508-580-1561
 jmitchell@unos.com
- Vice President Finance
 John McKenna
 508-580-1561
 jmckenna@unos.com



Uno Foods Inc. 180 Spark Street Brockton, MA 02302

Tel: 617.218.5464 Fax: 508-580-3605

December 16, 2014

To our Distributor and Direct Ship School Partners:

Uno Foods, Inc commercial and commodity discounted pricing for the 15-16 school year (July 1, 2015 to June 30, 2016) will be as follows:

Whole Pizzas:

UNO Code	Product Description	Price per case	
		Commercial	NOI/FFS w/ Commodity Discount
WGCN16	16 inch cheese pizza,	\$67.00 per case	\$49.01 per case
	51% whole grain crust	\$0.699 per slice	\$0.511 per slice
WGPCN16	16 inch pepperoni pizza,	\$70.00 per case	\$55.01 per case
	51% whole grain crust	\$0.729 per slice	\$0.573 per slice
VWGCN16	16 inch cheese pizza,	\$72.00 per case	\$54.01 per case
	, sweet potato infused crust	\$0.750 per slice	\$0.563 per slice
VWGPCN16	16 inch pepperoni pizza,	\$75.00 per case	\$60.01 per case
	, sweet potato infused crust	\$0.781 per slice	\$0.625 per slice
WGCN12	12 inch Cheese pizza,	\$40.00 per case	\$30.38 per case
	51% whole grain crust	\$0.555 per slice	\$0.422 per slice

Pre Cut Pizza in to 8 Slices:

UNO Code	Product Description	Price per case	
SLWGCN16	16" cheese pizza, Pre Cut 51% whole grain crust	Commercial \$70.00 per case \$0.729 per slice	NOI/FFS w/ Commodity Discount \$52.01 per case \$0.542 per slice
SLWGPCN16	16" pepperoni pizza, Pre	\$73.00 per case	\$58.01 per case
	Cut, 51% whole grain crust	\$0.760 per slice	\$0.604 per slice
SLVWGCN16		\$75.00 per case	\$57.01 per case
51% whole grain	ı, sweet potato infused crust	\$0.781 per slice	\$0.594 per slice
SLVWGPCN16	16 inch pepperoni pizza,	\$78.00 per case	\$63.01 per case
51% whole grain	n, sweet potato infused crust	\$0.813 per slice	\$0.656 per slice

Crusts:

UNO Code WGCR16	Product Description 16 inch, 51% whole grain	Price per case \$43.20 per case
VWGCR16	pizza crust 16 inch, 51% whole grain, sweet potato infused pizza crust	\$48.60 per case

All pizzas are packed 12 pizzas per case. Our 16 inch pizzas have a ti hi of 6x5 netting 30 cases per pallet. Our 12 inch pizza has a ti hi of 6x10 netting 60 cases per pallet. All crusts are packed 18 crusts to a case with a ti hi of 6x6 netting 36 cases to a pallet.

There is a minimum of 4 pallets per shipment.

If any further information is needed, feel free to reach out to me at any of the numbers below. Thank you for your business.

Jeff Keating *National Sales Manager * UNO Foods Inc *180 Spark Street * Brockton, MA 02302 Office (617) 218-5267 * Cell (857) 719-1184 * Fax (508) 580-3605 * jeff.keating@unos.com

SEPDS A

SUMMARY END PRODUCT DATA SCHEDULE

UNO FOODS

VALUE PASS THROUGH SYSTEMS APPROVED:

_	National	Summary

(EPDS approved by USDA)

THIS IS AN ORIGINAL SUMMARY SCHEDULE UNLESS CHECKED BELOW:

□ State Summary

(EPDS approved by state agency)

☐ Reflects Change in Formulation (Italic) □ Additional Products Listed

Correction

Direct Sale

Refund to Recipient Agency

Net Price Through Distributor

Fee for Service (billed by Processor)

Fee for Service (billed by Distributor)

Informat	ion Cortifia	d oo Aceur	ata fua in A								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	WBSCM Item Code	WBSCM Description	DF Inventory Drawdown per case	By Products Produced*	Value per pound of DF	Value of DF per case (F x H)	Effective Date	State Agency Acceptance/Approval
Α	В	С	D ·			F		Н	l		к
WGCN12 12" WHOLE GRAIN CHEESE PIZZA	20.25	72	4.50	110244	CHEESE MOZ LM PT SKM UNFZ PROC PK(41125)	4.815	No	\$1.9984	\$9.62		
WGCN16 16" WHOLE GRAIN CRUST CHEESE PIZZA	29.40	96	4.90	110244	CHEESE MOZ LM PT SKM UNFZ PROC PK(41125)	9.000	No	\$1.9984	\$17.99	721	
WGPCN16 16" WHOLE GRAIN CRUST PEPPERONI PIZZA	30.00	96	5.000	110244	CHEESE MOZ LM PT SKM UNFZ PROC PK(41125)	7.500	No	\$1.9984	\$14.99		· · · · · · · · · · · · · · · · · · ·
SLVWGCN16 16" WHOLE GRAIN VEGI CRUST, CHEESE PIZZA PRE CUT	29.40	96	4.900	110244	CHEESE MOZ LM PT SKM UNFZ PROC PK(41125)	9.000	No	\$1.9984	\$17.99		
SLVWGPCN16 16" WHOLE GRAIN VEGI CRUST, PEPPERONI PIZZA, PRE CUT	30.00	96	5.000	110244	CHEESE MOZ LM PT SKM UNFZ PROC PK(41125)	7.500	No	\$1.9984	\$14.99		
SLWGPCN16 16" WHOLE GRAIN CRUST PEPPERONI PIZZA PRE CUT	30.00	96	5.000	110244	CHEESE MOZ LM PT SKM UNFZ PROC PK(41125)	7.500	No.	\$1.9984	\$14.99		
SLWGCN16 16" WHOLE GRAIN CRUST CHEESE PIZZA PRE SLICED	29.40	96	4.90		CHEESE MOZ LM PT SKM UNFZ PROC PK(41125)	9.000	No	\$1.9984	\$17.99		
VWGCN16 16" WHOLE GRAIN VEGI CRUST CHEESE PIZZA	29.40	96	4.90		CHEESE MOZ LM PT SKM UNFZ PROC PK(41125)	9.000	No	\$1.9984	\$17.99		
VWGPCN16 16" WHOLE GRAIN VEGI INFUSED CRUST PEPPERONI PIZZA	30.00	96	5.00	1111744	CHEESE MOZ LM PT SKM UNFZ PROC PK(41125)	7.500	No	\$1.9984	\$14.99		

UNO FOODS, INC	
Name of Compan	
Jeff Keating, National Sale	e Manager
Name and Title of Authorized F	Representative
1 - 1/	
in her	11/26/2014
Signature	Date Signed

PROCESSOR:

(not applicable for state summary)

USDA, AMS, FV, SCI Division Name of Approving Agency Ashley Rulffes, Food Technologist Name and Title of Authorized Representative 11/26/2014 Date Signed

USDA APPROVAL:

STATE AGENCY APPROVAL:

Name of Approving Agency	
Name and Title of Authorized Represe	entative
Signature	Date Signed

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



Product Code: WGCN12 Product Description: 12" Whole Grain Low Sodium Cheese

Pizza

51% whole grain 12" round hand tossed pizza topped with fresh packed tomato sauce, part-skim milk mozzarella cheese. Crust will be golden brown with darker brown on edges and bottom of crust. Flour used as a processing aid may be present.

Child Nutrition Identification - 089623

Cut this 27.00 oz. Cheese Pizza into 6 equal 4.5 oz. portions. Each 4.5 oz. Cheese Pizza (by weight) provides 2.00 oz. equivalent meat/meat alternate, 2.00 oz. equivalent grains for Child Nutrition Meal Pattern Requirements.

Order Lead Time: 10 business days prior to shipping.

Item UPC:

N/A

Weight:

Net Weight: 27 oz

Case UPC:

100 39528 02366 3

Case Net Weight: 20 lbs. 4 oz.

Item Dimensions:

Diameter: 12.0" +/- 0.25"

Storage:

Frozen Storage 0°F +/- 10°F

Thickness: 1.5" +/- 0.25 "

Shelf Life: 180 Days

Packing Specs:

Pizza is placed on board, wrapped in shrink film

Case Count: 12 Pizzas

Case Dimensions: 25 1/8" x 12 5/8" x 5 5/8"

Case Cube: 1.03 cu. ft.

Pallet: 6 ti x 8 hi = 48 cases per pallet

Coding System:

Production Code = Julian Code System (Example: 4062)

First Digit: Year Packed, Next Three Digits Day of Year

Best if Used By = Open Code (Example: 18 Jan 2014)

First Two Digits Day of Month, Next Three Letters Month, Last Four Digits Year

Ingredients: Crust: Water, White Whole Wheat Flour, Enriched Flour (Wheat Flour, Malted Barley Flour, Wheat Starch, Reduced Iron, Niacin, Thiamin Mononitrate, Riboflavin, Folic Acid), Isolated Soy Protein, Yeast, Wheat Gluten, Sugar, Vegetable Oil, Potassium Chloride, Enzymes (Enzyme Concentrate, Sunflower Oil, Wheat Flour, Sodium Chloride, Cellulase, Transglutaminase, Xylanase), Garlic Powder, Onion Powder, Ascorbic Acid, Topped With Mozzarella Cheese (Pasteurized Part Skim Milk, Cheese Cultures, Salt, Enzymes), Pizza Sauce (Tomato Puree, Garlic Powder, Salt, Citric Acid)...

Allergens:

Milk, Soy, Wheat

Nutrition	Amount / Serving	% Daily Value*	Amount / Serving	% Daily Va	lue*	"Percent Daily Values are		
MARITIOL	Total Fat 8g	12%	Total Carbohydrate 30g 10%		calorie diet. Your dally values may be higher or lower depending on your calorie needs:			
Facts	Saturated Fat 4g	20%	Dietary Fiber 3g	1	2%	Calcries: Total Fat Less than		2,500 80g
Serving Size 1/6 of Pizza	Trans Fat 0g		Sugars 3g			Saturated Fat Less than Cholesterol Less than	20g	25g 300mg
(128g)	Cholesterol 20mg	7%	Protein 19g			Sodium Less than	2,400mg	2,400mg
Servings Per Container 6 Calories 270	Sodium 250mg	10%				Total Carbohydrate Dietary Fiber	300g 25g	375g 30g
Calories from Fat 70	Vitamin A 8% • Vi	itamin C 15%	Calcium 25% - Iro	n 20%		Catories per gram: Fat 9 • Carbohydrat	e4 • Pro	atein 4



Product Code: VWGCN16

Product Description: 16" Whole Grain Low Sodium Sweet Potato Crust Cheese Pizza

51% whole grain sweet potato infused 16" round hand tossed sodium free crust topped with fresh packed tomato sauce, partskim milk mozzarella cheese. Crust will be golden brown with darker brown on edges and bottom of crust. Flour used as a processing aid may be present.

Child Nutrition Identification -090284

Cut this 39.40 oz. Cheese Pizza with a Sweet Potato Crust into 8 equal 4.925 oz. portions. Each 4.925 oz. Cheese Pizza (by weight) provides 2.00 oz. equivalent meat/meat alternate, 2.00 oz. equivalent grains and 1/8 cup red/orange vegetables for Child Nutrition Meal Pattern Requirements.

Order Lead Time: 10 business days prior to shipping.

Item UPC:

N/A

Weight:

Net Weight: 39.4 oz.

Case UPC:

000 39528 20129 3

Case Net Weight: 29 lbs. 8.8 oz.

Item Dimensions:

Diameter: 16.0" +/- 0.25"

Storage:

Frozen Storage 0°F +/- 10°F

Thickness: 1.5" +/- 0.25 *

Shelf Life: 180 Days

Packing Specs:

Pizza is placed on white cake board, wrapped in shrink film with H board in master case

Case Count: 12 Pizzas

Case Dimensions: 17" x 16 1/2" x 13 1/4"

Case Cube: 2.15 cu. ft.

Pallet: 6 ti x 5 hi = 30 cases per pallet

Coding System:

Production Code = Julian Code System (Example: 4062)

First Digit: Year Packed, Next Three Digits Day of Year

Best if Used By = Open Code (Example: 18 Jan 2014)

First Two Digits Day of Month, Next Three Letters Month, Last Four Digits Year

Ingredients: Crust: Sweet Potato, Whole White Wheat Flour, Enriched Flour (Wheat Flour, Malted Barley Flour, Wheat Starch, Reduced Iron, Niacin, Thiamin Mononitrate, Riboflavin and Folic Acid), Water, Isolated Soy Protein, Yeast, Wheat, Gluten. Sugar, Vegetable Oil, Potassium Chloride, Enzyme (Enzyme Concentrate, Sunflower Oil, Wheat Flour, Sodium Chloride, Cellulase, Transglutaminase, Xylanase), Garlic Powder, Onion Powder, Ascorbic Acid, Topped with Mozzarella Cheese (Pasteurized Part Skim Milk, Cheese Cultures, Salt, Enzymes), Pizza Sauce (Tomato Puree, Garlic Powder, Salt, Citric Acid).

Allergens:

Milk, Soy, Wheat

Nutrition	Amount / Serving	% Dally Value*	Amount / Serving	% Daily	Value*			
MUUTUON	Total Fat 10g	15%	Total Carbohydrate	33g	11%	calorie diet. Your deily valu or lower depending on you	r caiorie n	eds:
Facts	Saturated Fat 5g	25%	Dietary Fiber 3g		12%	Calories: Total Fat Less than		2,500 80g
Serving Size 1/8 Pizza	Trans Fat 0g		Sugers 5g	-		Saturated Fat Less than Cholesterol Less than	20g	25g 300mg
(140g)	Cholesterol 25mg	8%	Protein 19g			Sodium Less than	2,400mg	2,400mg
Servings Per Container 8 Calories 300	Sodium 290mg	12%				Total Carbohydrate Dietary Fiber	300g 25g	375g 30g
Calories from Fat 90	Vitamin A 25% • Vi	itamin C 20%	Calcium 30% • Iro	on 25%		Calories par gram: Fat 9 - Carbonydrate	4 Pro	tein 4

CREATED: 11-13-13 SET

UPDATED 04.09.14 SET



Product Code: VWGPCN16 Product Description: 16" Whole Grain Low Sodium Sweet Potato Crust Pepperoni Pizza

51% whole grain sweet potato infused 16" round hand tossed sodium free crust topped with fresh packed tomato sauce, partskim milk mozzarella cheese, and sliced pepperoni. Crust will be golden brown with darker brown on edges and bottom of crust. Flour used as a processing aid may be present.

Child Nutrition Identification – 090285

Cut this 40.00 oz. Pepperoni Pizza with a Sweet Potato Crust into 8 equal 5.00 oz. portions. Each 5.00 oz. Pepperoni Pizza (by weight) provides 2.00 oz. equivalent meat/meat/meat alternate, 2.00 oz. equivalent grains and 1/8 cup red/orange vegetables for Child Nutrition Meal Pattern Requirements.

Order Lead Time: 10 business days prior to shipping.

Item UPC: Case UPC:

Weight: Net Weight: 40.0 oz 000 39528 20130 9 Case Net Weight: 30 lbs.

Item Dimensions: Diameter: 16.0" +/- 0.25" Storage: Frozen Storage 0°F +/- 10°F

> Thickness: 1.5" +/- 0.25 " Shelf Life: 180 Days

Pizza is placed on cardboard circle, wrapped in shrink film with H board in master case Packing Specs:

Case Count: 12 Pizzas

Case Dimensions: 17" x 16 1/2" x 13 1/4"

Case Cube: 2.15 cu. ft.

Pallet: 6 ti x 5 hi = 30 cases per pallet

Coding System: Production Code = Julian Code System (Example: 4046)

First Digit: Year Packed, Next Three Digits Day of Year

Best if Used By = Open Code (Example: 18 Jan 2014)

First Two Digits Day of Month, Next Three Letters Month, Last Four Digits Year

Ingredients: Crust: Sweet Potato, White Whole Wheat Flour, Enriched Flour (Wheat Flour, Malted Barley Flour, Wheat Starch, Reduced Iron, Niacin, Thiamin Mononitrate, Riboflavin and Folic Acid), Water, Isolated Soy Protein, Yeast, Wheat Gluten, Sugar, Vegetable Oil, Potassium Chloride, Enzyme (Enzyme Concentrate, Sunflower Oil, Wheat Flour, Sodium Chloride, Cellulase, Transglutaminase, Xylanase), Garlic Powder, Onion Powder, Ascorbic Acid, Topped with Mozzarella Cheese (Pasteurized Part Skim Milk, Cheese Cultures, Salt, Enzymes), Pizza Sauce (Tomato Puree, Garlic Powder, Salt, Citric Acid), Pepperoni (Pork, Salt, Contains 2% or less of Spices, Dextrose, Seasoning [Extractives of Paprika, Flavoring, Citric Acid], Garlic Powder, Sodium Ascorbate, Lactic Acid Starter Culture, Sodium Nitrite, BHA, BHT). Allergens: Wheat, Soy, Milk

Nutrition	Amount / Serving	% Daily Value*	Amount / Serving % Dall	y Value*	*Percent Daily Values are I	pased on a	2,000
Nutificit	Total Fat 12g	18%	Total Carbohydrate 33g	11%	calode dist. Your dally valu or lower depending on you	r calorie ne	: higher seds:
Facts	Saturated Fat 6g	30%	Dietary Fiber 3g	12%	Calcries: Total Fat Less than		2,500
Serving Size 1/8 Pizza	Trans Fat 0g		Sugars 5g		Saturated Fat Less than	20g	80g 25g
(142g)	Cholesterol 30mg	10%	Protein 20g		Cholesterol Less than Sodium Less than	2,400mg	
Servings Per Container 8 Calories 320	Sodium 400mg	17%			Total Carpohydrate Dietary Fiber	360g 25g	375g 30g
Calories from Fat 110	Vitamin A 25% • Vi	tamin C 20%	Calcium 25% • Iron 25%	6	Calories per gram: Fat 9 • Carbohydrate	4 • Pro	tein 4

CREATED: 11-13-13 SET UPDATED 04.09.14 SET



Product Code: SLWGCN16 Product Description: 16" Whole Grain Low Sodium Sliced

Cheese Pizza

51% whole grain 16" round hand tossed sodium free crust topped with fresh packed tomato sauce, part-skim milk mozzarella cheese, sliced into 8 equal servings. Crust will be golden brown with darker brown on edges and bottom of crust. Flour used as a processing aid may be present.

Child Nutrition Identification -089621

This 39.40 oz. Cheese Pizza is cut into 8 equal 4.925 oz. portions. Each 4.925 oz. Slice of Cheese Pizza (by weight) provides 2.00 oz. equivalent meat/meat alternate, 2.00 oz. equivalent grains and 1/8 cup red/orange vegetables for Child Nutrition Meal Pattern Requirements.

Order Lead Time: 10 business days prior to shipping.

Item UPC:

N/A

Weight:

Net Weight: 39.4 oz.

Case UPC:

000 39528 20301 7

Case Not Mainte 001

Case Net Weight: 29 lbs. 8.8 oz.

Item Dimensions:

Diameter: 16.0" +/- 0.25"

Storage:

Frozen Storage 0°F +/- 10°F

Thickness: 1.5" +/- 0.25 "

Shelf Life: 180 Davs

Packing Specs:

Pizza is placed on white cake board, wrapped in shrink film with H board in master case

Case Count: 12 Pizzas

Case Dimensions: 17" x 16 1/2" x 13 1/4"

Case Cube: 2.15 cu. ft.

Pallet: 6 ti x 5 hi = 30 cases per pallet

Coding System:

Production Code = Julian Code System (Example: 4062)

First Digit: Year Packed, Next Three Digits Day of Year

Best if Used By = Open Code (Example: 18 Jan 2014)

First Two Digits Day of Month, Next Three Letters Month, Last Four Digits Year

Ingredients: Crust: (Water, Whole White Wheat Flour, Enriched Flour (Wheat Flour, Malted Barley Flour, Wheat Starch, Reduced Iron, Niacin, Thiamin Mononitrate, Riboflavin and Folic Acid), Isolated Soy Protein, Yeast, Wheat, Gluten, Sugar, Vegetable Oil, Potassium Chloride, Enzyme (Enzyme Concentrate, Sunflower Oil, Wheat Flour, Sodium Chloride, Cellulase, Transglutaminase, Xylanase), Garlic Powder, Onion Powder, Ascorbic Acid, Topped with Mozzarella Cheese (Pasteurized Part Skim Milk, Cheese Cultures, Salt, Enzymes), Pizza Sauce (Tomato Puree, Garlic Powder, Salt, Citric Acid),

Allergens:

Milk, Soy, Wheat

Nutrition	Amount / Serving	% Daily Value*	Amount / Serving % Da	tliy Value*	*Percent Daily Values are	based on a	2,000
Nutrition	Total Fat 10g	15%	Total Carbohydrate 31g	10%		r calorie ne	higher eds:
Facts	Saturated Fat 5g	25%	Dietary Fiber 3g	12%	Calories: Total Fat Less than		2,500 80g
Serving Size 1/8 Pizza	Trans Fat 0g		Sugars 3g		Saturated Fat Less than	20g	25g
(140g)	Cholesterol 25mg	8%	Protein 20g		Sodium Less than	2,400mg	
Servings Per Container 8 Calories 290	Sodlum 290mg	12%			Total Carbohydrate Dietary Fiber		375g 30g
Calories from Fat 90	Vitamin A 10% • V	itamin C 20%	Caicium 30% • Iron 20)%	Calories per gram: Fat 9 • Carbohydrate	e 4 • Prote	ein 4



Product Code: SLWGPCN16 Product Description: 16" Whole Grain Low Sodium Sliced Pepperoni Pizza

51% whole grain 16" round hand tossed sodium free crust topped with fresh packed tomato sauce, part-skim milk mozzarella cheese, and sliced pepperoni, sliced into 8 equal portions. Crust will be golden brown with darker brown on edges and bottom of crust. Flour used as a processing aid may be present.

Child Nutrition Identification - 089622

This 40.00 oz. Pepperoni Pizza is cut into 8 equal 5.00 oz. portions. Each 5.00 oz. Slice of Pepperoni Pizza (by weight) provides 2.00 oz. equivalent meat/meat/meat alternate, 2.00 oz. equivalent grains and 1/8 cup red/orange vegetables for Child Nutrition Meal Pattern Requirements.

Order Lead Time: 10 business days prior to shipping.

Item UPC:

N/A

Weight:

Net Weight: 40.0 oz

Case UPC:

000 39528 02302 4

Case Net Weight: 30 lbs.

Diameter: 16.0" +/- 0.25"

Storage:

Frozen Storage 0°F +/- 10°F

Thickness: 1.5" +/- 0.25 "

Shelf Life: 180 Days

Packing Specs:

Item Dimensions:

Pizza is placed on cardboard circle, wrapped in shrink film with H board in master case

Case Count: 12 Pizzas

Case Dimensions: 17" x 16 1/2" x 13 1/4"

Case Cube: 2.15 cu. ft.

Pallet: 6 ti x 5 hi = 30 cases per pallet

Coding System:

Production Code = Julian Code System (Example: 4046)

First Digit: Year Packed, Next Three Digits Day of Year

Best if Used By = Open Code (Example: 18 Jan 2014)

First Two Digits Day of Month, Next Three Letters Month, Last Four Digits Year

Ingredients: Crust: Water, White Whole Wheat Flour, Enriched Flour (Wheat Flour, Malted Barley Flour, Wheat Starch, Reduced Iron, Niacin, Thiamin Mononitrate, Riboflavin and Folic Acid), Isolated Soy Protein, Yeast, Wheat Gluten, Sugar, Vegetable Oil, Potassium Chloride, Enzyme (Enzyme Concentrate, Sunflower Oil, Wheat Flour, Sodium Chloride, Cellulase, Transglutaminase, Xylanase), Garlic Powder, Onion Powder, Ascorbic Acid, Topped with Mozzarella Cheese (Pasteurized Part Skirn Milk, Cheese Cultures, Salt, Enzymes), Pizza Sauce (Tomato Puree, Garlic Powder, Salt, Citric Acid), Pepperoni (Pork, Salt, Contains 2% or less of Spices, Dextrose, Seasoning [Extractives of Paprika, Flavoring, Citric Acid], Garlic Powder, Sodium Ascorbate, Lactic Acid Starter Culture, Sodium Nitrite, BHA, BHT).

Allergens:

Wheat, Soy, Milk

Nutrition	Amount / Serving	% Daily Value*	Amount / Serving % Dail	y Value*	*Percent Daily Values are	based on a	2,000
Nuullion	Total Fat 13g	20%	Total Carbohydrate 31g	10%	calorie diet. Your deily vet, or tower depending on you	r caicrle n	higher eeds:
Facts	Saturated Fat 6g	30%	Dietary Fiber 3g	12%	· Calories:	2,000	2,500 80g
Serving Size 1/8 Pizza	Trans Fat 0g		Sugars 3g		Saturated Fat Less than	20g	25g
(142g)	Cholesterol 30mg	10%	Protein 20g		Sodium Less than	2,400mg	
Servings Per Container 8 Calories 320	Sodium 400mg	17%			Total Carbohydrate Dietary Fiber	300g 25g	375g 30g
Calories from Fat 110	Vitamin A 10% • V	itamin C 20%	Calcium 25% = Iron 20%	6	Calories per gram: Fat 9 • Carbohydrati	94 • Pro	itein 4



Product Code: WGCN16 Product Description: 16" Whole Grain Low Sodium Cheese

Pizza

51% whole grain 16" round hand tossed sodium free crust topped with fresh packed tomato sauce, part-skim milk mozzarella cheese. Crust will be golden brown with darker brown on edges and bottom of crust. Flour used as a processing aid may be present.

Child Nutrition Identification -089621

Cut this 39.40 oz. Cheese Pizza into 8 equal 4.925 oz. portions. Each 4.925 oz. Cheese Pizza (by weight) provides 2.00 oz. equivalent meat/meat alternate, 2.00 oz. equivalent grains and 1/8 cup red/orange vegetables for Child Nutrition Meal Pattern Requirements.

Order Lead Time: 10 business days prior to shipping.

Item UPC:

N/A

Weight:

Net Weight: 39.4 oz.

Case UPC:

000 39528 20029 6

Case Net Weight: 29 lbs. 8.8 oz.

Item Dimensions:

Diameter: 16.0" +/- 0.25"

Storage:

Frozen Storage 0°F +/- 10°F

Thickness: 1.5" +/- 0.25 "

Shelf Life: 180 Days

Packing Specs:

Pizza is placed on white cake board, wrapped in shrink film with H board in master case

Case Count: 12 Pizzas

Case Dimensions: 17" x 16 1/2" x 13 1/4"

Case Cube: 2.15 cu. ft.

Pallet: 6 ti x 5 hi = 30 cases per pallet

Coding System:

Production Code = Julian Code System (Example: 4062)

First Digit: Year Packed, Next Three Digits Day of Year

Best if Used By = Open Code (Example: 18 Jan 2014)

First Two Digits Day of Month, Next Three Letters Month, Last Four Digits Year

Ingredients: Crust: (Water, Whole White Wheat Flour, Enriched Flour (Wheat Flour, Malted Barley Flour, Wheat Starch, Reduced Iron, Niacin, Thiamin Mononitrate, Riboflavin and Folic Acid), Isolated Soy Protein, Yeast, Wheat, Gluten, Sugar, Vegetable Oil, Potassium Chloride, Enzyme (Enzyme Concentrate, Sunflower Oil, Wheat Flour, Sodium Chloride, Cellulase, Transglutaminase, Xylanase), Garlic Powder, Onion Powder, Ascorbic Acid, Topped with Mozzarella Cheese (Pasteurized Part Skim Milk, Cheese Cultures, Salt, Enzymes), Pizza Sauce (Tomato Puree, Garlic Powder, Salt, Citric Acid).

Allergens:

Milk, Soy, Wheat

Nutrition	Amount / Serving	% Daily Value*	Amount / Serving % Daily	/ Value*	"Percent Deily Values are	based on i	3 2,000
Munition	Total Fat 10g	15%	Total Carbohydrate 31g	10%	calorie diet. Your daily valu or lower depending on you	es may be r calcrie n	higher eeds:
Facts	Saturated Fat 5g	25%	Dietary Fiber 3g	12%	Calories:	2,000	2,500
Serving Size 1/8 Pizza	Trans Fat 0g		Sugars 3g		Saturated Fat Less than	20g	80g 25g
(140g)	Cholesterol 25mg	8%	Protein 20g		Cholesterol Less than Sodium Less than		300mg 2,400mg
Servings Per Container 8 Calories 290	Sodium 290mg	12%			Total Carbohydrate Distary Fiber	300g 25g	375g 30g
Calories from Fat 90	Vitamin A 10% • Vi	tamin C 20%	Calcium 30% • Iron 20%	5	Calories par gram: Fet 9 • Carbohydrate	4 • Pro	otein 4



Product Code: WGPCN16

Product Description: 16" Whole Grain Low Sodium Pepperoni

Pizza

51% whole grain 16" round hand tossed sodium free crust topped with fresh packed tomato sauce, part-skim milk mozzarella cheese, and sliced pepperoni. Crust will be golden brown with darker brown on edges and bottom of crust. Flour used as a processing aid may be present.

Child Nutrition Identification - 089622

Cut this 40.00 oz. Pepperoni Pizza into 8 equal 5.00 oz. portions. Each 5.00 oz. Pepperoni Pizza (by weight) provides 2.00 oz. equivalent meat/meat/meat alternate, 2.00 oz. equivalent grains and 1/8 cup red/orange vegetables for Child Nutrition Meal Pattern Requirements.

Order Lead Time: 10 business days prior to shipping.

Item UPC:

N/A

Weight:

Net Weight: 40.0 oz

Case UPC:

000 39528 20030 2

Case Net Weight: 30 lbs.

Item Dimensions:

Diameter: 16.0" +/- 0.25"

Storage:

Frozen Storage 0°F +/- 10°F

Thickness: 1.5" +/- 0.25 "

Shelf Life: 180 Days

Packing Specs:

Pizza is placed on cardboard circle, wrapped in shrink film with H board in master case

Case Count: 12 Pizzas

Case Dimensions: 17" x 16 1/2" x 13 1/4"

Case Cube: 2.15 cu. ft.

Pallet: 6 ti x 5 hi = 30 cases per pallet

Coding System:

Production Code = Julian Code System (Example: 4046)

First Digit: Year Packed, Next Three Digits Day of Year

Best if Used By = Open Code (Example: 18 Jan 2014)

First Two Digits Day of Month, Next Three Letters Month, Last Four Digits Year

Ingredients: Crust: Water, White Whole Wheat Flour, Enriched Flour (Wheat Flour, Malted Barley Flour, Wheat Starch, Reduced Iron, Niacin, Thiamin Mononitrate, Riboflavin and Folic Acid), Isolated Soy Protein, Yeast, Wheat Gluten, Sugar, Vegetable Oil, Potassium Chloride, Enzyme (Enzyme Concentrate, Sunflower Oil, Wheat Flour, Sodium Chloride, Cellulase, Transglutaminase, Xylanase), Garlic Powder, Onion Powder, Ascorbic Acid, Topped with Mozzarella Cheese (Pasteurized Part Skim Milk, Cheese Cultures, Salt, Enzymes), Pizza Sauce (Tomato Puree, Garlic Powder, Salt, Citric Acid), Pepperoni (Pork, Salt, Contains 2% or less of Spices, Dextrose, Seasoning [Extractives of Paprika, Flavoring, Citric Acid], Garlic Powder, Sodium Ascorbate, Lactic Acid Starter Culture, Sodium Nitrite, BHA, BHT).

Allergens:

Wheat, Soy, Milk

Nutrition	Amount / Serving	% Daily Value*	Amount / Serving % D	ally Value*		based on a	2,000
Hummon	Total Fat 13g	20%	Total Carbohydrate 31g	10%	calorie diet. Your deily valu or lower depending on you	es may be r calorie n	higher eeds:
Facts	Saturated Fat 6g	30%	Dietary Fiber 3g	12%	Celories: Total Fat Less than	2,000	2,500
Serving Size 1/8 Pizza	Trans Fat 0g	·	Sugars 3g		Saturated Fat Less than	20g	80g 25g
(142g)	Cholesterol 30mg	10%	Protein 20g		Cholesterol Less than Sodium Less than		
Servings Per Container 8 Calories 320	Sodium 400mg	17%	_		Total Carbohydrate Dietary F!ber	300g 25g	375g 30g
Calcries from Fat 110	Vitamin A 10% • V	tamin C 20%	Calcium 25% • Iron 20)%	Calories per gram: Fat 9 • Carbohydrate	4 · Pro	tein 4



Product Code: SLVWGCN16 Product Description: 16" Whole Grain Low Sodium Sweet Potato Crust Sliced Cheese Pizza

51% whole grain sweet potato infused 16" round hand tossed sodium free crust topped with fresh packed tomato sauce, partskim milk mozzarella cheese, sliced into 8 equal portions. Crust will be golden brown with darker brown on edges and bottom of crust. Flour used as a processing aid may be present.

Child Nutrition Identification -090284

This 39.40 oz. Cheese Pizza with a Sweet Potato Crust is cut into 8 equal 4.925 oz. portions. Each 4.925 oz. Slice of Cheese Pizza (by weight) provides 2.00 oz. equivalent meat/meat alternate, 2.00 oz. equivalent grains and 1/8 cup red/orange vegetables for Child Nutrition Meal Pattern Requirements.

Order Lead Time: 10 business days prior to shipping.

Item UPC:

N/A

Weight:

Net Weight: 39.4 oz.

Case UPC:

000 39528 20036 1

Case Net Weight: 29 lbs. 8.8 oz.

Item Dimensions:

Diameter: 16.0" +/- 0.25"

Storage:

Frozen Storage 0°F +/- 10°F

Thickness: 1.5" +/- 0.25 "

Shelf Life: 180 Days

Packing Specs:

Pizza is placed on white cake board, wrapped in shrink film with H board in master case

Case Count: 12 Pizzas

Case Dimensions: 17" x 16 1/2" x 13 1/4"

Case Cube: 2.15 cu. ft.

Pallet: 6 ti x 5 hi = 30 cases per pallet

Coding System:

Production Code = Julian Code System (Example: 4062) First Digit: Year Packed, Next Three Digits Day of Year

Best if Used By = Open Code (Example: 18 Jan 2014)

First Two Digits Day of Month, Next Three Letters Month, Last Four Digits Year

Ingredients: Crust: Sweet Potato, Whole White Wheat Flour, Enriched Flour (Wheat Flour, Malted Barley Flour, Wheat Starch, Reduced Iron, Niacin, Thiamin Mononitrate, Riboflavin and Folic Acid), Water, Isolated Soy Protein, Yeast, Wheat, Gluten, Sugar, Vegetable Oil, Potassium Chloride, Enzyme (Enzyme Concentrate, Sunflower Oil, Wheat Flour, Sodium Chloride, Cellulase, Transglutaminase, Xylanase), Garlic Powder, Onion Powder, Ascorbic Acid, Topped with Mozzarella Cheese (Pasteurized Part Skim Milk, Cheese Cultures, Salt, Enzymes), Pizza Sauce (Tomato Puree, Garlic Powder, Salt, Citric Acid),

Allergens:

Milk, Soy, Wheat

Nutrition	Amount / Serving	% Daily Value*	Amount / Serving	% Daily Value*	"Percent Daily Values are	based on a 2,000		
Nutrition	Total Fat 10g	15%	Total Carbohydrate 33g 11%		calorie diet. Your daily values may be higher or lower depending on your calorie needs:			
Facts	Saturated Fat 5g	25%	Dietary Fiber 3g	12%	Celories:	2,000 2,500		
Serving Size 1/8 Pizza	Trans Fat 0g		Sugars 5g		Saturated Fat Less than	20g 25g		
(140g)	Cholesteroi 25mg	8%	Protein 19g		Sodium Less than	2,400mg 2,400mg		
Servings Per Container 8 Calories 300	Sodium 290mg	12%			Total Carbohydrate Dietary Fiber	300g 375g 25g 30g		
Calories from Fat 90	Vitamin A 25% • Vi	tamin C 20%	Calcium 30% • Iro	on 25%	Calories per gram: Fat 9 • Carbohydrate	4 • Protein 4		



Product Code: SLVWGPCN16 Product Description: 16" Whole Grain Low Sodium Sweet Potato Crust Sliced Pepperoni Pizza

51% whole grain sweet potato infused 16" round hand tossed sodium free crust topped with fresh packed tomato sauce, partskim milk mozzarella cheese, and sliced pepperoni, sliced into 8 equal portions. Crust will be golden brown with darker brown on edges and bottom of crust. Flour used as a processing aid may be present.

Child Nutrition Identification - 090285

This 40.00 oz. Pepperoni Pizza with a Sweet Potato Crust is cut into 8 equal 5.00 oz. portions. Each 5.00 oz. Slice of Pepperoni Pizza (by weight) provides 2.00 oz. equivalent meat/meat/meat alternate, 2.00 oz. equivalent grains and 1/8 cup red/orange vegetables for Child Nutrition Meal Pattern Requirements.

Order Lead Time: 10 business days prior to shipping.

item UPC:

N/A

Weight:

Net Weight: 40.0 oz

Case UPC:

000 39528 20037 8

Case Net Weight: 30 lbs.

Diameter: 16.0" +/- 0.25" Thickness: 1.5" +/- 0.25 "

Storage: Froze

Frozen Storage 0°F +/- 10°F

Shelf Life: 180 Days

Packing Specs:

Item Dimensions:

Pizza is placed on cardboard circle, wrapped in shrink film with H board in master case

Case Count: 12 Pizzas

Case Dimensions: 17" x 16 1/2" x 13 1/4"

Case Cube: 2.15 cu. ft.

Pallet: 6 ti x 5 hi = 30 cases per pallet

Coding System: Production Code = Julian Code System (Example: 4046)

First Digit: Year Packed, Next Three Digits Day of Year

Best if Used By = Open Code (Example: 18 Jan 2014)

First Two Digits Day of Month, Next Three Letters Month, Last Four Digits Year

Ingredients: Crust: Sweet Potato, White Whole Wheat Flour, Enriched Flour (Wheat Flour, Malted Barley Flour, Wheat Starch, Reduced Iron, Niacin, Thiamin Mononitrate, Riboflavin and Folic Acid), Water, Isolated Soy Protein, Yeast, Wheat Gluten, Sugar, Vegetable Oil, Potassium Chloride, Enzyme (Enzyme Concentrate, Sunflower Oil, Wheat Flour, Sodium Chloride, Cellulase, Transglutaminase, Xylanase), Garlic Powder, Onion Powder, Ascorbic Acid, Topped with Mozzarella Cheese (Pasteurized Part Skim Milk, Cheese Cultures, Salt, Enzymes), Pizza Sauce (Tomato Puree, Garlic Powder, Salt, Citric Acid), Pepperoni (Pork, Salt, Contains 2% or less of Spices, Dextrose, Seasoning [Extractives of Paprika, Flavoring, Citric Acid], Garlic Powder, Sodium Ascorbate, Lactic Acid Starter Culture, Sodium Nitrite, BHA, BHT). Allergens: Wheat, Soy, Milk

Nutrition	Amount / Serving	% Dally Value*	Amount / Serving % D	ally Value*	*Percent Daily Values are	based on a	2,000
	Total Fat 12g	18%	Total Carbonydrate 33g	11%	calorie diet. Your delly valu or lower depending on you	ies may be ir calorle n	rhigher eeds:
Facts	Saturated Fat 6g	30%	Dietary Fiber 3g	12%	Celories-	2,000	2,500
Serving Size 1/8 Pizza	Trans Fat 0g		Sugars 5g		Saturated Fat Less than	20g	80g 25g
(142g)	Cholesterol 30mg	10%	Protein 20g		Cholesterol Less than Sodium Less than	2,400mg	300mg 2,400mg
Servings Per Container 8 Calories 320	Sodium 400mg	17%			Total Carbohydrate Dietary Fiber	300g 25g	375g 30g
Calories from Fat 110	Vitamin A 25% - Vi	tamin C 20%	Calcium 25% • Iron 2	5%	Caiories per gram: Fat 9 - Carbohydrati	e4 • Pro	tein 4

CREATED: 11-13-13 SET UPDATED 04.09.14 SET

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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,
-ت	Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place or 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 handward that has an affiliate or subsidiary which employs a minimum of one hundred state residents
	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.
against s	nderstands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the sents for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency ted from any unpaid balance on the contract or purchase order.
the requir	ission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and is the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid red business taxes, provided that such information does not contain the amounts of taxes paid nor any other information by the Tax Commissioner to be confidential.
Under pe	enalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true urste in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.
	Ino Foods Inc. Signed: ARMEN
Date:	3-24-15 THOSELY FINGRICE.

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 sureement.

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 § 23-20-2, 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 exceed 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: UNO FOODS INC -	JEFFREY KEATING,
Authorized Signature:	Date: 3 24 15
State of MASSACHUS ETTS County of PLY MOUTH, to-wit:	
Taken, subscribed, and swom to before me this and swom to be swown to be	ny of <u>Murch</u> , 20,15
My Commission expires /2//	, 20 <u>//</u> .
My Commission expires / 2 //	NOTARY PUBLIC JOUNTE C COUNTY
	Purchasing Affidavit (Revised 07/01/2012)
A STATE OF THE STA	Joanne E. Coriaty Notary Public Commonwealth of Massachusetts
Management of the second of th	My Commission Expires December 1, 2017

