Tyson FoodService K-12
Working at the Heart of Your Menu
School

2200 Don Tyson Parkway, Springdale, AR 72762-6999
www.tysonfoodservice.com | 800-426-4753

COVER LETTER

Tyson Prepared Foods, Inc. for itself and on behalf of its affiliates, Tyson Sales and Distribution, Inc. and Tyson Refrigerated Processed Meats, Inc. (hereinafter collectively, Tyson Prepared Foods)

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

4/13/2016

RE: Processing USDA Chicken Commodity Solicitation No CRFQ 1400 AGR1600000016:

Instructions:

- #16. Small Women-Owned, or Minority-Owned Businesses:
  - Please find the attached Diversity Letter.

General Terms and Conditions:

- #8. Required Documents:
  - Please find the attached Insurance Certificate.
- #31 Licensing:
  - Please find the attached annual report filed in the State of West Virginia.
- #33 Vendor Certifications:
  - #4- Exceptions listed below on cover letter.

Invitation to Bid:

- #2 Product Formula:
  - Please find the attached Nutritional Information for products provided with this bid.
- #3 SEPDS:
  - Please find the attached SEPDS.
- #6B Date of Manufacture-Processing and/or Best-If-Used-By-Date:
  - Tyson Foods, Inc. uses a code date system that indicates the manufacturing date and location for tracking purposes of the product. All of our products have shelf life information on our website. The shelf life gives you a date for the best eating quality. http://www.tysonfoodservice.com/K-12. The website is available 24hrs. 7 days per week for our customer's convenience. I am attaching within our proposal response, our code date format information for your use in helping identify and determine the remaining shelf life from the date of production. Please find an examples attached, regarding shelf life and production dates.
- #11 Processing Agreement:
  - Please find completed State Participation Agreement.
    - #2 SEPDS- Previously attached.
      - Subcontractor:
        - Better Baked Foods- 56 Smedly Street, North East PA 16428
        - USDA Plant Number- P88484A
        - Products Provided:018186-0328, 025838-0328, & 025839-0328
    - #3 Cn Labeling & #4 Nutritional Information- Previously attached.

COVER LETTER

- #14 Letter of Reference:
  - Chicago Public Schools
    - Address: 42 W Madison Street, Garden Level, Chicago, IL 60602
    - Phone Number: 773-553-2833
    - Contact Name: Leslie Fowler
    - Chicago Public School is a current customer of Tyson Prepared Foods.
  - Baltimore County Public Schools
    - Address: 1946 R Greenspring Drive, Timonium, MD 21093
    - Phone Number: 410-887-7855
    - Contact: Joann Calvert
    - Baltimore County Public School is a current customer of Tyson Prepared Foods.
  - Clovis USD
    - Address: 1735 David E. Cook Way, Clovis, CA 93611
    - Phone Number: 559-327-9147
    - Contact: Robert Schram
    - Clovis USD is a current customer of Tyson Prepared Foods.
    - Please also find an attached letter of Reference.

#11 Exceptions and Clarifications:

- General Terms and Conditions:
  - #14. Payment Terms:
    - Tyson Prepared Foods Payments terms are Net 14 days.
  - #26 Warranty, #35 Vendor Relationship, & #36 Indemnification:
    - Please find the attached Pure Food Guarantee.
  - #34 Purchasing Card Acceptance & 5.2 Payments:
    - Tyson Prepared Foods only accepts the following forms of payments:
      - Checks, ACH, Wires
  - #38 Additional Agency and Local Government Use:
    - Tyson Foods will consider extending the terms, conditions, and pricing resulting from this RFP to the other school districts listed upon request and mutual agreement between the State of West Virginia and Tyson Foods.
  - #41 Background Check:
    - As a matter of corporate policy, Tyson Foods, Inc. does not conduct criminal background checks on all employees. Tyson will coordinate its deliveries to assure they comply with a school's requirements that (1) deliveries will be made on school property only when children are not expected to be present or (2) deliveries will be made to a local distributor or cold warehouse that can provide background-certified personnel for delivery to a school location or from which the school can pick up the product.
- Invitation to Bid:
  - #7 Delivery:
    - A 14 day minimum notice for ordering is required. We do require a 5000 pound minimum order for chicken.

Sincerely,

Charles Boger
Director Pricing
Tyson Prepared Foods Inc.
K12bidgroup@tyson.com

Tyson Foods, Inc.

Making Great Food. Making A Difference.™

To: State of West Virginia

From: Sarah Stutts, Sourcing Manager

Date: 4/13/2016

Subject: CRFQ 1400 AGR1600000016

The Supplier Diversity program at Tyson Foods, Inc. is inclusive of many M/WBE suppliers. Because we have a centralized purchasing program, most of our suppliers supply many, if not all of our plants. Therefore it is not possible to carve out which ones may touch products included in this bid.

The amount of diverse spend which would effectively be attributable to this bid would be based on the total amount awarded to Tyson Foods.

Just as we calculate "attributable spend" for other customers, we would look at Tyson's total sales with with the district and calculate that percentage against Tyson's total M/WBE spend to get the total M/WBE dollars attributed to your business.

Our plan at Tyson includes:

- Actively looking for opportunities to increase spend with current diverse suppliers, as well as adding new diverse suppliers to our supply base.
- Including diverse suppliers in our sourcing opportunities as part of our Sourcing Policy and Procedures. Diversity is an integral part of our way of doing business.
- Working with our current supply partners to find opportunities for diverse suppliers that would result in new 1st or 2nd tier diverse spend.

I have included our 2016 Supplier Diversity Program presentation for your review. Please note a representative listing of the diversity supplier organizations and programs in which we participate on pages 11 and 12. As a federal contractor, we submit an extensive Subcontracting Plan to the OFCCP each year detailing our ongoing efforts in small business and diversity supplier spending. We also make it as simple as possible for suppliers to enter our program by putting the application on our website at: http://www.tysonfoods.com/Ways-We-Care/Diversity/Supplier-Diversity/Registration.aspx

Please feel free to contact me with any questions.

Thank you,

Sarah Stutts
479-290-4877
Sarah.stutts@tyson.com

CERTIFICATE OF LIABILITY INSURANCE

1/1/2017

DATE (MM/DD/YYYY): 3/31/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
LOCKTON COMPANIES
444 W. 47TH STREET, SUITE 900
KANSAS CITY MO 64112-1906
(816) 960-9000

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ACE American Insurance Company	22667
INSURER B : Indemnity Insurance Co of North America	43575
INSURER C : Safety National Casualty Corporation	15105
INSURER D : ACE Property & Casualty Insurance Co	20699
INSURER E :	
INSURER F :	

INSURED
1063390
TYSON FOODS, INC.
AND ITS MAJORITY OWNED SUBSIDIARIES
ATTN: CONNIE DOWNUM
PO BOX 2020
SPRINGDALE, AR 72765

COVERAGES TYSFO01 **CERTIFICATE NUMBER:** 13258382 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR X LMTS EXCESS $1M SELF INS. RETENTION GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:	N	N	XLSG27403864	1/1/2016	1/1/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 1,000,000 $ XXXXXXX $ 1,000,000 $ 20,000,000 $ 3,000,000 $
A A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	N	N	ISAH08867094 PHYS DMG SELF INSURED	1/1/2016	1/1/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 7,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
D	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 500,000	N	N	XOO G27935400001	1/1/2016	1/1/2017	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $ XXXXXXX
B A B A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A If yes, describe under DESCRIPTION OF OPERATIONS below		N	WLRC48596459(AOS) WLRC48596411(AZ,CA,MA,OR) HILLSHIRE:WLRC48596575(AOS) WLRC48596538(AZ,CA,MA,OR)	1/1/2016	1/1/2017	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A C	EXCESS WC/EL TX VOL BEN PLAN IND TX EXCESS EL	N	N	WCUC48596496 ($1M SIR) EEI4047618 ($1M SIR)	1/1/2016 1/1/2016	1/1/2017 1/1/2017	WC STATUTORY EMP LIAB $1M B- $24 MIL	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.
DESIGNATED LOC AGG - $2M.

CERTIFICATE HOLDER

13258382
State of West Virginia
2019 Washington Street, East
Charleston WV 25305-9130

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joyce M Agnello

West Virginia Business Registration Receipt

Business for West Virginia
www.business4wv.com

Fees for Registration of TYSON SALES AND DISTRIBUTION, INC. - 2016 Corporations Annual Report
Unified Business ID: UF000068273001
Filing Date: 6/29/2015 11:26:00 AM

Secretary of State

Annual Report Fee	$25.00
Business Registration Total Fees	**$25.00**

Filing Summary: TYSON SALES AND DISTRIBUTION, INC. - Corporations Annual Report

Business Information	
Business Legal Name	TYSON SALES AND DISTRIBUTION, INC.
WV Effective Date	03/09/1999
Last Annual Filed	2015
Last Annual Filing Date	06/19/2014
Charter Type	Foreign
Class	For Profit
Organization Type	Corporation
Home State	DE
Filing Information	
Business Purpose	4885
Business Purpose Description	Freight Transportation Arrangement
Business Purpose County	Out of State
Principal Office	2200 DON TYSON PARKWAY SPRINGDALE , AR 72762
Mailing Address	PO BOX 2020 CP131 SPRINGDALE , AR 72765
Local Office	2200 DON TYSON PARKWAY SPRINGDALE , AR 72762
Agent of Process	MARK B. ELSER 2200 DON TYSON PARKWAY SPRINGDALE , AR 72762
President Information	DONNIE SMITH President 2200 DON TYSON PARKWAY SPRINGDALE , AR 72762
Vice President Information	MARK B. ELSER Vice President 2200 DON TYSON PARKWAY SPRINGDALE , AR 72762
Secretary Information	R. READ HUDSON Secretary 2200 DON TYSON PARKWAY SPRINGDALE , AR 72762
Treasurer Information	Shawn Munsell Treasurer 2200 DON TYSON PARKWAY SPRINGDALE , AR 72762
Director Information	DENNIS LEATHERBY 2200 DON TYSON PARKWAY SPRINGDALE , AR 72762
Director Information	DAVID L VAN BEBBER 2200 DON TYSON PARKWAY SPRINGDALE , AR 72762
WV County	Out of State
Company Email	HOLLY.SUTTON@TYSON.COM
Number of West Virginia resident employees	0
Total Number of Employees	0
Company Website Address	www.tyson.com
Scrap Metal	
Owned Business Information	
Military Information	

TYSON CHILD NUTRITION SUMMARY

Product Name: Fully Cooked, Whole Grain Chicken Pattie Fritters-CN

Product Code: 2154-0928 **Label Weight:** 30.80 lb
UPC Information: 000-23700-10077 1

Serving size: 1 3.29-oz PATTIE(s) per serving

Pack Information:

Product is CN-labeled. CN numbers are: 090581, 090580
Analysis is by Piece.

Total Weight of Uncooked Product [1]	3.3000000 oz
Weight of Creditable Raw Meat, Variety: Chicken	1.0378440 oz
Percent fat of raw meat:	30.0000000 %
*Weight of Creditable Dry APP, (Variety):Concentrate Rehydration Ratio: 1:2.60	0.2628900 oz
*(Weight of Rehydrated APP):	0.9464040 oz
*Weight of Creditable Dry APP, (Variety):Isolate Rehydration Ratio: 1:3.77	0.0685800 oz
*(Weight of Rehydrated APP):	0.3276600 oz
Weight of Meat Alternates (specify):	n/a
Weight of Breading: Whole Grain	1.0140000 oz
Weight of Filling:	n/a
Weight of Other Non-Creditable Ingredients:	n/a
Total Weight of Finished Product:	3.2900000 oz
Weight of Unrounded Cooked Meat/Meat Alternate *(with APP):	2.0005548 oz

---

Meat/Meat Alternate per serving: **2.0000 oz**
Bread Alternate per serving: **1.0000 per serving**

I certify that the above information is accurate as presented on this date.

*I further certify that the alternate protein product (APP) meets the requirements set forth in Appendix A of 7 CFR Parts 210, 220, 225, and 226.

(1)Slight variance in piece weights is possible, due to normal process variance; however, average weights per case will meet or exceed the stated weight.

Additional Information:
VER 3 (NEW SYSTEM)
Bread calculations reflect new regulations: 1.00 oz. equivalent grains (Whole Grain Rich)
Grain Requirements for School Lunch and Breakfast Program per Policy Memo Code :SP 30-2012 , USDA/FNS
1.75 G NON- CREDITABLE GRAINS PER SERVING (1 PIECE)

Karen Shank, MS, RD — Nutritional Services Manager

Karen Shank, MS, RD — Title

TYSON FOODS, INC. — 08/19/14

Product Information

Tyson FoodService

Whole Grain Breaded Patties, w/SPC & ISP, 3.29 oz.

Product Code: 2154 -928 UPC Code: 00023700100771

- Available for commodity reprocessing - USDA 100103
- Utilizes white and dark meat to keep commodity pounds in balance and is also available for Independent Drawdown
- Consistent piece sizes to meet CN portioning
- Great whole grain breading profile that is Kid Tested, Kid Approved™

PREPARATION

Appliances vary, adjust accordingly. Convection Oven 6-8 minutes at 375°F from frozen. Conventional Oven 8-10 minutes at 400°F from frozen.

PIECE COUNT

6/5.13.0000 LB (s) per Case

MASTER CASE

Gross Weight	33.3383 LB	Width:	15.625 IN
Net Weight	30.8 LB	Length:	23.5 IN
Cube:	1.78 FT	Height:	8.375 IN

PALLET CONFIGURATION

TI:	5	HI:	8

STORAGE

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

Nutrition Facts

Serving Size: 1 PIECE (92g)
Servings Per Container: About 150

Amount Per Serving	
Calories 240	Calories from Fat 120
	% Daily Value*
Total Fat 13g	20%
Saturated Fat 2.5g	13%
Trans Fat 0g	
Polyunsaturated Fat 7g	
Monounsaturated Fat 3.5g	
Cholesterol 25mg	8%
Sodium 460mg	19%
Total Carbohydrate 15g	5%
Dietary Fiber 3g	12%
Sugars 1g	
Protein 14g	28%
Vitamin A 0%	Vitamin C 0%
Calcium 4%	Iron 10%

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

CN Label: Yes

CN Label Numbers: 090580, 090581

CN Statement: One 3.29 oz. fully cooked, chicken pattie provides 2.00 oz. equivalent meat/meat alternate and 1.00 oz. equivalent grains for the Child Nutrition Meal Pattern Requirements.

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

INGREDIENTS

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

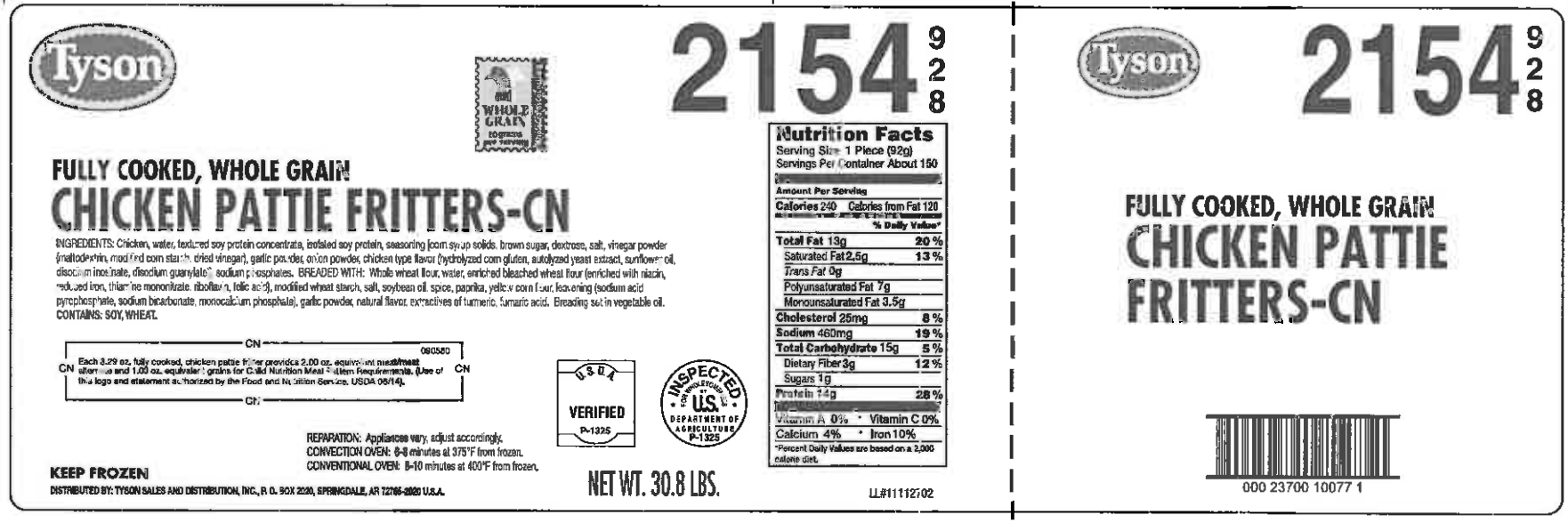
CONTAINS soy, wheat

tysonfoodservice.com
1-800-24-TYSON

Distortion: 96.88% horizontal
100 tooth - 2 across & 1 around
4 x 12.375 - Die Cut

Colors: Black, Power Red, 136 yellow

000 23700 10077 1



Tyson Foods, Inc.

Sample Product Formulation Statement (Product Analysis) for Meat/Meat Alternate (M/MA) Products

Child Nutrition Program operators should include a copy of the label from the purchased product carton in addition to the following information on letterhead signed by an official company representative.

Product Name: FC Wg Chicken Patty Fritter Code No.: 21541-928

Manufacturer: Tyson Foods Inc Case/Pack/Count/Portion/Size: 30 8# bag / 4 150ct

1pc = 3.29 ozs

I. Meat/Meat Alternate

Please fill out the chart below to determine the creditable amount of Meat/Meat Alternate

Description of Creditable Ingredients per Food Buying Guide (FBG)	Ounces per Raw Portion of Creditable Ingredient	Multiply	FBG Yield/ Servings Per Unit	Creditable Amount *
Fritter Chicken w/Skin in Nat Bag	1.83 raw	X	0.7	0.726 0.726
		X		
		X		
A. Total Creditable M/MA Amount[1]				0.726 0.726

*Creditable Amount - Multiply ounces per raw portion of creditable ingredient by the FBG Yield Information.

II. Alternate Protein Product (APP)

If the product contains APP, please fill out the chart below to determine the creditable amount of APP. If APP is used, you must provide documentation as described in Attachment A for each APP used.

Description of APP, manufacture's name, and code number	Ounces Dry APP Per Portion	Multiply	% of Protein As-Is*	Divide by 18**	Creditable Amount APP***
Arcon T 158-171, ADM	0.262 .262	X	64.8	÷ by 18	0.944 .944
Arcon 953, ADM	0.0858	X	66	÷ by 18	0.314 .314
		X		÷ by 18	
B. Total Creditable APP Amount[1]					1.258 1.258
C. TOTAL CREDITABLE AMOUNT (A + B rounded down to nearest ¼ oz)					2.00

*Percent of Protein As-Is is provided on the attached APP documentation.

**18 is the percent of protein when fully hydrated.

***Creditable amount of APP equals ounces of Dry APP multiplied by the percent of protein as-is divided by 18.

[1]Total Creditable Amount must be rounded **down** to the nearest 0.25oz (1.49 would round down to 1.25 oz meat equivalent). Do **not** round up. If you are crediting M/MA and APP, you do not need to round down in box A (Total Creditable M/MA Amount) until after you have added the Total Creditable APP Amount from box B to box C.

Total weight (per portion) of product as purchased 3.29 ozs

Total creditable amount of product (per portion) 2.00 ozs
(Reminder: Total creditable amount cannot count for more than the total weight of product.)

I certify that the above information is true and correct and that a 3.29 ounce serving of the above product (ready for serving) contains 2.00 ounces of equivalent meat/meat alternate when prepared according to directions.

I further certify that any APP used in the product conforms to the Food and Nutrition Service Regulations (7 CFR Parts 210, 220, 225, 226, Appendix A) as demonstrated by the attached supplier documentation.

Karen Shank, MS, RD
Signature

Nutrition Manager, R&D
Title

Karen Shank, MS, RD
Printed Name

12/23/13 (479) 290-3259
Date Phone Number

CI#117273

Arcon® T 158-171

DOCUMENTATION FOR ADM PRODUCTS USED AS ALTERNATE PROTEIN PRODUCTS (APP) FOR CHILD NUTRITION (CN) PROGRAM

a) ADM certifies that this product meets all requirements for APP intended for use in finished CN products as described in Appendix A of 7 CFR 210, 220, 225, and 226.

b) ADM certifies that this product has been processed so that some portion of the non-protein constituents has been removed by fractionating. This product is produced from soybeans by removing the majority of the soybean oil and some of the other non protein constituents.

c) The PDCAAS score for this product is .99. It was calculated by multiplying the lowest uncorrected amino acid score by true protein digestibility as described in the Protein Quality Evaluation Report from the Joint Expert Consultation of the Food and Agriculture Organization/World Health Organization of the United Nations, presented December 4-8, 1989 in Rome, Italy.

d) The protein level by weight of this product is at least 18% when hydrated at a ratio of 2.60 parts water to one part product.

e) The protein level of this product is certified to be at least 64.8% on an "as is" basis as purchased.

Ingredient Statement: Textured Vegetable Protein Product (Soy protein concentrate)

This certification applies to the ingredient product as supplied by ADM and is valid 1 year from certification. The meat/meat alternate credit for products used in CN programs should be calculated using the correct as-is protein value for the respective APP ingredient. If multiple APP ingredients are used in the formulation of a CN product, then each APP ingredient should be calculated separately to determine the oz. meat alternate provided. Additional information is available from ADM to assist you with this calculation.

Date: 07/14/11

C# 117038

PROFAM® 983 (066-983)

DOCUMENTATION FOR ADM PRODUCTS USED AS ALTERNATE PROTEIN PRODUCTS (APP) FOR CHILD NUTRITION (CN) PROGRAM

a) ADM certifies that this product meets all requirements for APP intended for use in finished CN products as described in Appendix A of 7 CFR 210, 220, 225, and 226.

b) ADM certifies that this product has been processed so that some portion of the non-protein constituents has been removed by fractionating. This product is produced from soybeans by removing the majority of the soybean oil and some of the other non-protein constituents.

c) The PDCAAS score for this product is 98. It was calculated by multiplying the lowest amino acid score by true protein digestibility as described in the Protein Quality Evaluation Report from the Joint Expert Consultation of the Food and Agriculture Organization/World Health Organization of the United Nations, presented December 4-8, 1989 in Rome, Italy.

d) The protein level by weight of this product is at least 18% when hydrated at a ratio of 3.77 parts water to one part product.

e) The protein level of this product is certified to be at least 86% on an "as is" basis as purchased.

Ingredient Statement: Isolated soy protein, less than 2% lecithin

This certification applies to the ingredient product as supplied by ADM and is valid 1 year from certification. The meat/meat alternate credit for products used in CN Programs should be calculated using the correct as-is protein value for the respective APP ingredient. If multiple APP ingredients are used in the formulation of a CN product, then each APP ingredient should be calculated separately to determine the oz. meat alternate provided. Additional information is available from ADM to assist you with this calculation

Date: 07-14-11

Tyson Foods, Inc.

Formulation Statement for Documenting Grains in School Meals
Required Beginning SY 2013-2014
Crediting Standards Based on Revised Exhibit A weights per oz equivalent

School Food Authorities (SFAs) should include a copy of the label from the purchased product carton in addition to the following information on letterhead signed by an official company representative. Grain products may be credited based on previous standards through SY 2012-2013. The new crediting standards for grains (as outlined in Policy Memorandum SP 30-2012) must be used beginning SY 2013-2014. SFAs have the option to choose the crediting method that best fits the specific needs of the menu planner.

Product Name: FCWG Chicken Patty Fit CN Code No.: 2154-928

Manufacturer: Tyson Foods, Inc Case/Pack/Count/Portion/Size: 30 8/4MC/ 4/5oz

1 FL = 3.29 oz

I. Does the product meet the Whole Grain-Rich Criteria: Yes X No ___
(Refer to SP 30-2012 Grain Requirements for the National School Lunch Program and School Breakfast Program)

II. Does the product contain non- creditable grains: Yes X No ___ **How many grams:** 1.73g / Serving
(Products with more than 0.24oz equivalent or 3.99 grams for Groups A-G and 6.99 grams for Group H of non-creditable grains cannot be credited using Exhibit A weights. Please use template for crediting using amount of creditable grains).

III. Use Policy Memorandum SP 30-2012 Grain Requirements for the National School Lunch Program and School Breakfast Program: Exhibit A to determine if the product fits into Groups A-G, Group H or Group I. *(Please be aware that different methodologies are applied to calculate servings of grain component based on creditable grains. Groups A-G use the standard of 16 grams creditable grain per oz eq; Group H uses the standard of 28 grams creditable grain per oz eq; and Group I is reported by volume or weight).*
Indicate which Exhibit A Group (A-I) the Product Belongs: B

Description of Product per Food Buying Guide	Portion Size of Product as Purchased	Weight of one ounce equivalent as listed in SP 30-2012	Creditable Amount[1]
Battered Tender Cooking	1.0124	1.00	1.00
			=1.00
A. Total Creditable Amount[2]			

[1] (Portion size) ÷ (Exhibit A weight for one oz eq)
[2] Total Creditable Amount must be rounded **down** to the nearest quarter (0.25) oz eq. Do **not** round up.

Total weight (per portion) of product as purchased 3.29 oz
Total contribution of product (per portion) 1.00 oz

I further certify that the above information is true and correct and that a 3.29 ounce portion of this product (ready for serving) provides 1.00 oz equivalent Grains. I further certify that non-creditable grains are not above 0.24 oz eq. per portion.

Karen Shank, MS, RD — Signature
Nutrition Manager, RD — Title
Karen Shank, MS, RD — Printed Name
12/23/13 — Date
(479) 290-3659 — Phone Number

TYSON CHILD NUTRITION SUMMARY

Product Name: FC Whole Grain Chicken Chunks-CN Chunk-Shaped Chicken Pattie Fritters

Product Code: 2155-0928 **Label Weight:** 28.35 lb
UPC Information: 000-23700-10083 2

Serving size: 5 .66-oz CHUNK(s) per serving

Pack Information:
Minimum of 685 PIECE(s) per Case.

Product is CN-labeled. CN numbers are: 092262, 092337
Analysis is by Piece.

Total Weight of Uncooked Product [1]	0.6582000 oz
Weight of Creditable Raw Meat, Variety: Chicken	0.2077050 oz
Percent fat of raw meat:	30.0000000 %
*Weight of Creditable Dry APP, (Variety): Concentrate	0.0526125 oz
Rehydration Ratio: 1:2.60	
*(Weight of Rehydrated APP):	0.1894050 oz
*Weight of Creditable Dry APP, (Variety): Isolate	0.0137250 oz
Rehydration Ratio: 1:3.77	
*(Weight of Rehydrated APP):	0.0655750 oz
Weight of Meat Alternates (specify):	n/a
Weight of Breading: Whole Grain	0.2007000 oz
Weight of Filling:	n/a
Weight of Other Non-Creditable Ingredients:	n/a
Total Weight of Finished Product:	0.6600000 oz
Weight of Unrounded Cooked Meat/Meat Alternate *(with APP):	0.4003734 oz

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Meat/Meat Alternate per serving: **2.0000 oz**
Bread Alternate per serving: **1.0000 per serving**

I certify that the above information is accurate as presented on this date.

*I further certify that the alternate protein product (APP) meets the requirements set forth in Appendix A of 7 CFR Parts 210, 220, 225, and 226.

(1)Slight variance in piece weights is possible, due to normal process variance; however, average weights per case will meet or exceed the stated weight.

Additional Information:
VER 7 (NEW SYS)
1.67 G NON CREDITABLE GRAINS PER SERVING (5 PIECES)

Karen Shank, MS, RD — Nutritional Services Manager

Karen Shank, MS, RD — Title

TYSON FOODS, INC. — 06/03/15

Product Information

Tyson FoodService

Whole Grain Nuggets, w/SPC & ISP, 0.66 oz.

Product Code: 2155-928 UPC Code: 00023700100832

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

PREPARATION

Appliances vary, adjust accordingly. Convection Oven 6 - 8 minutes at 375°F from frozen. Conventional Oven 8 - 10 minutes at 400°F from frozen.

PIECE COUNT

Minimum of 685 PIECE(s) per Case

MASTER CASE

Gross Weight	30.8883 LB	Width:	15.625 IN
Net Weight	28.35 LB	Length:	23.5 IN
Cube:	1.78 FT	Height:	8.375 IN

PALLET CONFIGURATION

Ti:	5	Hi:	8

STORAGE

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

Nutrition Facts

Serving Size: 5 PIECES (92g)
Servings Per Container: About 137

Amount Per Serving	
Calories 240	Calories from Fat 120
	% Daily Value*
Total Fat 14g	22%
Saturated Fat 2.5g	13%
Trans Fat 0g	
Polyunsaturated Fat 7g	
Monounsaturated Fat 3.5g	
Cholesterol 20mg	7%
Sodium 470mg	20%
Total Carbohydrate 16g	5%
Dietary Fiber 3g	12%
Sugars 1g	
Protein 13g	26%
Vitamin A 2%	Vitamin C 0%
Calcium 4%	Iron 10%

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

CN Label: Yes

CN Label Numbers: 092262, 092337

CN Statement: Five 0.66 oz. fully cooked, whole grain chunk-shaped chicken pattie fritters provide 2.00 oz. equivalent meat/meat alternate and 1.00 oz. equivalent grains for the Child Nutrition Meal Pattern Requirements.

To obtain a signed copy of the CN statement for this item, please contact the Tyson Food Service Concierge via e-mail or call 1-800-248-9765.

INGREDIENTS

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

CONTAINS soy, wheat

Distortion: 96.88% horizontal
100 tooth - 2 across & 1 around
4 x 12.375 - Die Cut

Colors: Black, Power Red,
136 yellow

000 23700 10083 2

Tyson

2155 9 2 8

FULLY COOKED, WHOLE GRAIN

CHICKEN CHUNKS-CN

CHUNK-SHAPED CHICKEN PATTIE FRITTERS

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

CN
092937
CN Five 0.55 oz. fully cooked, whole grain chunk-shaped chicken patie fritters provide 2.00 oz. equivalent meat/meat alternate and 1.00 oz. equivalent grains for Child Nutrition Meal Pattern Requirements. (Use of this logo and statement authorized by the Food and Nutrition Service, USDA 02/15). CN
CN

USDA VERIFIED P-1AA

INSPECTED FOR WHOLESOMENESS U.S. DEPARTMENT OF AGRICULTURE P-1AA

Nutrition Facts
Serving Size 5 Pieces (97g)
Servings Per Container About 1.37

Amount Per Serving	
Calories 240	Calories from Fat 120
	% Daily Value*
Total Fat 14g	22%
Saturated Fat 2.5g	13%
Trans Fat 0g	
Cholesterol 20mg	7%
Sodium 470mg	20%
Total Carbohydrate 16g	5%
Dietary Fiber 3g	12%
Sugars 1g	
Protein 13g	26%
Vitamin A 2% • Vitamin C 0%	
Calcium 4% • Iron 10%	

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

KEEP FROZEN

DISTRIBUTED BY: TYSON FOODS, INC., SPRINGDALE, AR 72765-2020 U.S.A.

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

NET WT. 28.35 LBS.

LL#11110313

Tyson

2155 9 2 8

FULLY COOKED, WHOLE GRAIN

CHICKEN CHUNKS-CN

CHUNK-SHAPED CHICKEN PATTIE FRITTERS

000 23700 10083 2

Tyson Foods, Inc.

Sample Product Formulation Statement (Product Analysis) for Meat/Meat Alternate (M/MA) Products

Child Nutrition Program operators should include a copy of the label from the purchased product carton in addition to the following information on letterhead signed by an official company representative.

Product Name: FC WG Bnd Chicken Chunk CN Code No.: 2155-928

Manufacturer: Tyson Foods, Inc Case/Pack/Count/Portion/Size: 28.35# WC / N720pc

1 portion = 5(0.14oz) pc = 3.350g

I. Meat/Meat Alternate

Please fill out the chart below to determine the creditable amount of Meat/Meat Alternate

Description of Creditable Ingredients per Food Buying Guide (FBG)	Ounces per Raw Portion of Creditable Ingredient	Multiply	FBG Yield/ Servings Per Unit	Creditable Amount *
Broiled Chicken Meat to Meat Proportion	0.207705	X	0.7	0.145335
		X		
		X		
A. Total Creditable M/MA Amount[1]				0.145335

*Creditable Amount - Multiply ounces per raw portion of creditable ingredient by the FBG Yield Information.

II. Alternate Protein Product (APP)

If the product contains APP, please fill out the chart below to determine the creditable amount of APP. If APP is used, you must provide documentation as described in Attachment A for each APP used.

Description of APP, manufacture's name, and code number	Ounces Dry APP Per Portion	Multiply	% of Protein As-Is*	Divide by 18**	Creditable Amount APP***
Arcon I 155-71, 40%	0.052625	X	64.8	÷ by 18	0.189405
Hofum 983, 40%	0.03725	X	80	÷ by 18	0.05575
		X		÷ by 18	
B. Total Creditable APP Amount[1]					0.25498
C. TOTAL CREDITABLE AMOUNT (A + B rounded down to nearest ¼ oz)					0.40 x5 = 2.000g m/ma

*Percent of Protein As-Is is provided on the attached APP documentation.
**18 is the percent of protein when fully hydrated.
***Creditable amount of APP equals ounces of Dry APP multiplied by the percent of protein as-is divided by 18.
[1]Total Creditable Amount must be rounded **down** to the nearest 0.25oz (1.49 would round down to 1.25 oz meat equivalent). Do **not** round up. If you are crediting M/MA and APP, you do not need to round down in box A (Total Creditable M/MA Amount) until after you have added the Total Creditable APP Amount from box B to box C.

Total weight (per portion) of product as purchased 3.35oz

Total creditable amount of product (per portion) 2.00oz
(Reminder: Total creditable amount cannot count for more than the total weight of product.)

I certify that the above information is true and correct and that a 3.35 ounce serving of the above product (ready for serving) contains 2.00 ounces of equivalent meat/meat alternate when prepared according to directions.

I further certify that any APP used in the product conforms to the Food and Nutrition Service Regulations (7 CFR Parts 210, 220, 225, 226, Appendix A) as demonstrated by the attached supplier documentation.

Karen Shank, MS, RD
Signature

Nutrition Manager, R&D
Title

Karen Shank MS, RD
Printed Name

6/18/15
Date

(479) 290-3659
Phone Number

Tyson Foods, Inc.

Formulation Statement for Documenting Grains in School Meals
Required Beginning SY 2013-2014
Crediting Standards Based on Revised Exhibit A weights per oz equivalent

School Food Authorities (SFAs) should include a copy of the label from the purchased product carton in addition to the following information on letterhead signed by an official company representative. Grain products may be credited based on previous standards through SY 2012-2013. The new crediting standards for grains (as outlined in Policy Memorandum SP 30-2012) must be used beginning SY 2013-2014. SFAs have the option to choose the crediting method that best fits the specific needs of the menu planner.

Product Name: FC WG Brd Chicken Chunks GV Code No.: 2155925

Manufacturer: Tyson Foods, Inc Case/Pack/Count/Portion/Size: 28.35# MC / ~720pc

1 portion = 5(0.66 oz) = 3.30 oz

I. Does the product meet the Whole Grain-Rich Criteria: Yes X No ___
(Refer to SP 30-2012 Grain Requirements for the National School Lunch Program and School Breakfast Program)

II. Does the product contain non- creditable grains: Yes X No ___ **How many grams:** 1.58/55
(Products with more than 0.24oz equivalent or 3.99 grams for Groups A-G and 6.99 grams for Group H of non-creditable grains cannot be credited using Exhibit A weights. Please use template for crediting using amount of creditable grains).

III. Use Policy Memorandum SP 30-2012 Grain Requirements for the National School Lunch Program and School Breakfast Program: Exhibit A to determine if the product fits into Groups A-G, Group H or Group I. *(Please be aware that different methodologies are applied to calculate servings of grain component based on creditable grains. Groups A-G use the standard of 16 grams creditable grain per oz eq; Group H uses the standard of 28 grams creditable grain per oz eq; and Group I is reported by volume or weight).*
Indicate which Exhibit A Group (A-I) the Product Belongs: B

Description of Product per Food Buying Guide	Portion Size of Product as Purchased	Weight of one ounce equivalent as listed in SP 30-2012	Creditable Amount[1]
Battered Fully Cooked	0.200	1.00	0.20oz x5 = 1.00
A. Total Creditable Amount[2]			

[1] (Portion size) ÷ (Exhibit A weight for one oz eq)
[2] Total Creditable Amount must be rounded **down** to the nearest quarter (0.25) oz eq. Do **not** round up.

Total weight (per portion) of product as purchased 3.30 oz
Total contribution of product (per portion) 1.00 oz

I further certify that the above information is true and correct and that a 3.3 ounce portion of this product (ready for serving) provides 1.0 oz equivalent Grains. I further certify that non-creditable grains are not above 0.24 oz eq. per portion.

Karen Shank, MS, RD
Signature

Nutrition Manager, R&D
Title

Karen Shank MS, RD
Printed Name

6/8/15 (479) 290-3659
Date Phone Number

CI#117273

Arcon® T 158-171

DOCUMENTATION FOR ADM PRODUCTS USED AS ALTERNATE PROTEIN PRODUCTS (APP) FOR CHILD NUTRITION (CN) PROGRAM

a) ADM certifies that this product meets all requirements for APP intended for use in finished CN products as described in Appendix A of 7 CFR 210, 220, 225, and 226.

b) ADM certifies that this product has been processed so that some portion of the non-protein constituents has been removed by fractionating. This product is produced from soybeans by removing the majority of the soybean oil and some of the other non protein constituents.

c) The PDCAAS score for this product is .99. It was calculated by multiplying the lowest uncorrected amino acid score by true protein digestibility as described in the Protein Quality Evaluation Report from the Joint Expert Consultation of the Food and Agriculture Organization/World Health Organization of the United Nations, presented December 4-8, 1989 in Rome, Italy.

d) The protein level by weight of this product is at least 18% when hydrated at a ratio of 2.60 parts water to one part product.

e) The protein level of this product is certified to be at least 64.8% on an "as is" basis as purchased.

Ingredient Statement: Textured Vegetable Protein Product (Soy protein concentrate)

This certification applies to the ingredient product as supplied by ADM and is valid 1 year from certification. The meat/meat alternate credit for products used in CN programs should be calculated using the correct as-is protein value for the respective APP ingredient. If multiple APP ingredients are used in the formulation of a CN product, then each APP ingredient should be calculated separately to determine the oz. meat alternate provided. Additional information is available from ADM to assist you with this calculation.

Date: 07/14/11

CI# 117038

PROFAM® 983
(066-983)

DOCUMENTATION FOR ADM PRODUCTS USED AS ALTERNATE PROTEIN PRODUCTS (APP) FOR CHILD NUTRITION (CN) PROGRAM

a) ADM certifies that this product meets all requirements for APP intended for use in finished CN products as described in Appendix A of 7 CFR 210, 220, 225, and 226.

b) ADM certifies that this product has been processed so that some portion of the non-protein constituents has been removed by fractionating. This product is produced from soybeans by removing the majority of the soybean oil and some of the other non-protein constituents.

c) The PDCAAS score for this product is 98. It was calculated by multiplying the lowest amino acid score by true protein digestibility as described in the Protein Quality Evaluation Report from the Joint Expert Consultation of the Food and Agriculture Organization/World Health Organization of the United Nations, presented December 4-8, 1989 in Rome, Italy.

d) The protein level by weight of this product is at least 18% when hydrated at a ratio of 3.77 parts water to one part product.

e) The protein level of this product is certified to be at least 86% on an "as is" basis as purchased.

Ingredient Statement: Isolated soy protein, less than 2% lecithin

This certification applies to the ingredient product as supplied by ADM and is valid 1 year from certification. The meat/meat alternate credit for products used in CN Programs should be calculated using the correct as-is protein value for the respective APP ingredient. If multiple APP ingredients are used in the formulation of a CN product, then each APP ingredient should be calculated separately to determine the oz. meat alternate provided. Additional information is available from ADM to assist you with this calculation

Date: 07-14-11

TYSON CHILD NUTRITION SUMMARY

Product Name: Fully Cooked Seasoned Grilled, B/S Chicken Strips, for fajitas-CN

Product Code: 3522-0928 **Label Weight:** 39.93 lb
UPC Information: 000-23700-03783 1

Serving size: 1 2.8-oz PORTION(s) per serving

Pack Information: 8 / 4.9913 LB (s) per Case.

Product is CN-labeled. CN numbers are: 087456, 090835, 090836, 090837
Analysis is by Piece.

Total Weight of Uncooked Product [1]	3.3755274 oz
Weight of Creditable Raw Meat, Variety: Chicken	2.7667932 oz
Percent fat of raw meat:	30.0000000 %
*Weight of Creditable Dry APP, (Variety): Concentrate Rehydration Ratio: 1:2.60	0.0273417 oz
*(Weight of Rehydrated APP):	0.0984301 oz
Weight of Meat Alternates (specify):	n/a
Weight of Breading:	n/a
Weight of Filling:	n/a
Weight of Other Non-Creditable Ingredients:	0.5091649 oz
Total Weight of Finished Product:	2.8000000 oz
Weight of Unrounded Cooked Meat/Meat Alternate *(with APP):	2.0359827 oz

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Meat/Meat Alternate per serving: **2.0000 oz**

I certify that the above information is accurate as presented on this date.

*I further certify that the alternate protein product (APP) meets the requirements set forth in Appendix A of 7 CFR Parts 210, 220, 225, and 226.

(1)Slight variance in piece weights is possible, due to normal process variance; however, average weights per case will meet or exceed the stated weight.

Additional Information:
VER 11

Karen Shank, MS, RD — Nutritional Services Manager

Karen Shank, MS, RD — Title

TYSON FOODS, INC. — 05/28/15

Product Information

Tyson FoodService

Fajita Seasoned Strips, White & Dark Meat

Product Code: 3522-928 UPC Code: 00023700037831

- Fully cooked for quick and easy preparation.
- Controlled marination and seasoning process ensures consistent flavor.
- Superior flavor carriers and are simple to season and prepare.

PREPARATION

Appliances vary, adjust accordingly. Conventional Oven 25-30 minutes at 350°F from frozen. Convection Oven 5-8 minutes in a single layer at 400°F from frozen. Microwave Oven 3 1/2 to 4 minutes on HIGH power from frozen; hold 1 minute.

PIECE COUNT

8/4.9913.0000 LB (s) per Case

MASTER CASE

Gross Weight:	42.8726 LB	Width:	15.125 IN
Net Weight:	39.93 LB	Length:	23.4375 IN
Cube:	2.38 FT	Height:	11.0625 IN

PALLET CONFIGURATION

TI: 5 HI: 6

STORAGE

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

Nutrition Facts

Serving Size: CN SVG 2.8 OZ. (78g)
Servings Per Container: About 228

Amount Per Serving	
Calories 120	Calories from Fat 60
	% Daily Value*
Total Fat 6g	9%
Saturated Fat 2g	10%
Trans Fat 0g	
Polyunsaturated Fat 1.5g	
Monounsaturated Fat 2.5g	
Cholesterol 75mg	25%
Sodium 310mg	13%
Total Carbohydrate 2g	1%
Dietary Fiber 0g	0%
Sugars 0g	
Protein 15g	30%
Vitamin A 0%	Vitamin C 0%
Calcium %	Iron 2%

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

CN Label: Yes

CN Label Numbers: 087456, 090835, 090836, 090837

CN Statement: One 2.80 oz. portion of fully cooked, seasoned grilled, boneless, skinless chicken strips provides 2.00 oz. equivalent meat/meat alternate for the Child Nutrition Meal Pattern Requirements.

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

INGREDIENTS

Boneless, skinless chicken, chicken broth, modified food starch, seasoning (dextrose, salt, spice, dehydrated garlic, maltodextrin, dehydrated onion, natural flavors), soy protein concentrate, seasoning (salt, spices, dehydrated garlic, dehydrated onion), sodium phosphates, natural flavor.

CONTAINS soy

Distortion: 96.88% horizontal
100 tooth - 2 across & 1 around
4 x 12.375 - Die Cut

Colors: Black, Power Red,
136 yellow

000 23700 03783 1

Tyson

3522 9 2 8

FULLY COOKED, SEASONED, GRILLED

BONELESS, SKINLESS CHICKEN STRIPS-CN

FOR FAJITAS

INGREDIENTS: Boneless, skinless chicken, chicken broth, modified food starch, seasoning (dextrose, salt, spice, dehydrated garlic, maltodextrin, dehydrated onion, natural flavors), soy protein concentrate, seasoning (salt, spices, dehydrated garlic, dehydrated onion), sodium phosphates, natural flavor.
CONTAINS: SOY.

CN
CN One 2.80 oz. portion of fully cooked, seasoned, grilled, boneless, skinless chicken strips 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 05/14). CN
090838
CN

USDA VERIFIED P-1325

INSPECTED FOR WHOLESOMENESS BY U.S. DEPARTMENT OF AGRICULTURE P-1325

Nutrition Facts
Serving Size 3 Oz. (84g)
Servings Per Container About 213

Amount Per Serving	
Calories 130	Calories from Fat 60
	% Daily Value*
Total Fat 7g	**11 %**
Saturated Fat 2g	**10 %**
Trans Fat 0g	
Cholesterol 80mg	**27 %**
Sodium 330mg	**14 %**
Total Carbohydrate 2g	**1 %**
Dietary Fiber 0g	**0 %**
Sugars 0g	
Protein 18g	**32 %**
Vitamin A 0% • Vitamin C 0%	
Calcium 0% • Iron 2%	

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

KEEP FROZEN

DISTRIBUTED BY: TYSON FOODS, INC., SPRINGDALE, AR 72765-2020 U.S.A.

PREPARATION: Appliances vary, adjust accordingly.
CONVENTIONAL OVEN: 25 - 30 minutes at 350° F from frozen.
CONVECTION OVEN: 5 - 8 minutes in a single layer at 400° from frozen.
MICROWAVE OVEN: 3 1/2 to 4 minutes on HIGH power from frozen; hold 1 minute.

NET WT. 39.93 LBS.

LL#11106489

Tyson

3522 9 2 8

FULLY COOKED, SEASONED, GRILLED

BONELESS, SKINLESS CHICKEN STRIPS-CN

FOR FAJITAS

000 23700 03783 1

Tyson Foods, Inc.

Sample Product Formulation Statement (Product Analysis) for Meat/Meat Alternate (M/MA) Products

Child Nutrition Program operators should include a copy of the label from the purchased product carton in addition to the following information on letterhead signed by an official company representative.

Product Name: FC Seasoned BB Chicken Meat Code No.: 3522-928

Manufacturer: Tyson Foods, Inc. Case/Pack/Count/Portion/Size: 39938 MC 1 portion - 2 Boz

I. Meat/Meat Alternate

Please fill out the chart below to determine the creditable amount of Meat/Meat Alternate

Description of Creditable Ingredients per Food Buying Guide (FBG)	Ounces per Raw Portion of Creditable Ingredient	Multiply	FBG Yield/ Servings Per Unit	Creditable Amount *
Breaded Chicken Nibbles in Mat. Pkg	2.00 2.932	X	.67	1.93 1.952
		X		
		X		
A. Total Creditable M/MA Amount[1]				1.93 1.952

*Creditable Amount - Multiply ounces per raw portion of creditable ingredient by the FBG Yield Information.

II. Alternate Protein Product (APP)

If the product contains APP, please fill out the chart below to determine the creditable amount of APP. If APP is used, you must provide documentation as described in Attachment A for each APP used.

Description of APP, manufacture's name, and code number	Ounces Dry APP Per Portion	Multiply	% of Protein As-Is*	Divide by 18**	Creditable Amount APP***
Alpha DSP Solae	0.02 .0343	X	65	÷ by 18	0.06 .0331
		X		÷ by 18	
		X		÷ by 18	
B. Total Creditable APP Amount[1]					0.06 .0331
C. TOTAL CREDITABLE AMOUNT (A + B rounded down to nearest ¼ oz)					2.00

*Percent of Protein As-Is is provided on the attached APP documentation.

**18 is the percent of protein when fully hydrated.

***Creditable amount of APP equals ounces of Dry APP multiplied by the percent of protein as-is divided by 18.

[1]Total Creditable Amount must be rounded **down** to the nearest 0.25oz (1.49 would round down to 1.25 oz meat equivalent). Do **not** round up. If you are crediting M/MA and APP, you do not need to round down in box A (Total Creditable M/MA Amount) until after you have added the Total Creditable APP Amount from box B to box C.

Total weight (per portion) of product as purchased 2.80oz

Total creditable amount of product (per portion) 2.00oz
(Reminder: Total creditable amount cannot count for more than the total weight of product.)

I certify that the above information is true and correct and that a 2.8 ounce serving of the above product (ready for serving) contains 2.00 ounces of equivalent meat/meat alternate when prepared according to directions.

I further certify that any APP used in the product conforms to the Food and Nutrition Service Regulations (7 CFR Parts 210, 220, 225, 226, Appendix A) as demonstrated by the attached supplier documentation.

Karen Shank, MS, RD — Signature

Nutrition Manager, R&D — Title

Karen Shank, MS, RD — Printed Name

1/8/15 — Date

(479) 290-3659 — Phone Number

C1-112623

Solae

June 23, 2009

This memo is to confirm that **ALPHA® DSP**, manufactured by Solae, LLC, meets the requirements of **Appendix A 7 CFR to Parts 210, 220, 225 and 226** for Alternate Protein Products. These requirements are:

1) **This product is processed so that some portion of the non-protein constituents of the food, have been removed. This product is a safe and suitable edible product produced from a plant source.**

2) **The biological quality of this protein is at least 80 percent that of casein, determined by Protein Digestibility Corrected Amino Acid Score (PDCAAS). The PDCAAS ALPHA® DSP is 0.99. Method to calculate is as follows:**

   1. Determine protein content.
   2. Determine essential amino acid (EAA) content.
   3. Determine amino acid ratios by dividing the EAA content by the reference EAA content (the reference EAA content we use is the FAO/WHO 2-5 year old amino acid pattern).
   4. The lowest ratio is the uncorrected EAA score (typically 1.04 for Methionine + Cysteine).
   5. Determine digestibility (97% for our soy proteins).
   6. Calculate PDCAAS by multiplying uncorrected EAA score by the digestibility (1.04 x 0.97 = 1.0). Scores over 1.0 are rounded down to 1.0.

3) **This product contains at least 18 percent protein by weight when fully hydrated or formulated. The maximum hydration ratio allowed for ALPHA® DSP is 2.6 parts water to 1 part ALPHA® DSP to achieve 18% protein by weight.**

4) **The protein content of ALPHA® DSP is 65% (as-is).**

Your company may make applications to FNS/USDA based on this confirmation.

Sincerely,

Lorna Von Talge

Lorna Von Talge
Product Quality Lead

Tyson Foods, Inc.

Formulation Statement for Documenting Grains in School Meals
Required Beginning SY 2013-2014
(Crediting Standards Based on Revised Exhibit A weights per oz equivalent)

School Food Authorities (SFAs) should include a copy of the label from the purchased product carton in addition to the following information on letterhead signed by an official company representative. Grain products may be credited based on previous standards through SY 2012-2013. The new crediting standards for grains (as outlined in Policy Memorandum SP 30-2012) must be used beginning SY 2013-2014. SFAs have the option to choose the crediting method that best fits the specific needs of the menu planner.

Product Name: FC Seasoned Rib Chicken Mini Code No.: 3522-928

Manufacturer: Tyson Foods, Inc. Case/Pack/Count/Portion/Size: 31.93#MC
1 portion = 2.8 oz eq

I. Does the product meet the Whole Grain-Rich Criteria: Yes____ No X
(Refer to SP 30-2012 Grain Requirements for the National School Lunch Program and School Breakfast Program)

II. Does the product contain non- creditable grains: Yes X No____ **How many grams:** 1.48g/serving
(Products with more than 0.24oz equivalent or 3.99 grams for Groups A-G and 6.99 grams for Group H of non-creditable grains cannot be credited using Exhibit A weights. Please use template for crediting using amount of creditable grains).

III. Use Policy Memorandum SP 30-2012 Grain Requirements for the National School Lunch Program and School Breakfast Program: Exhibit A to determine if the product fits into Groups A-G, Group H or Group I. *(Please be aware that different methodologies are applied to calculate servings of grain component based on creditable grains. Groups A-G use the standard of 16 grams creditable grain per oz eq; Group H uses the standard of 28 grams creditable grain per oz eq; and Group I is reported by volume or weight).*
Indicate which Exhibit A Group (A-I) the Product Belongs: ____

Description of Product per Food Buying Guide	Portion Size of Product as Purchased	Weight of one ounce equivalent as listed in SP 30-2012	Creditable Amount[1]
A. Total Creditable Amount[2]			

[1] (Portion size) ÷ (Exhibit A weight for one oz eq)
[2] Total Creditable Amount must be rounded **down** to the nearest quarter (0.25) oz eq. **Do not** round up.

Total weight (per portion) of product as purchased ____
Total contribution of product (per portion) ____

I further certify that the above information is true and correct and that a ___ ounce portion of this product (ready for serving) provides ___ oz equivalent Grains. I further certify that non-creditable grains are not above 0.24 oz eq. per portion.

Karen Shenk, MS, RD — Nutrition Manager, R&D
Signature — Title

Karen Shenk, MS, RD — 1/8/15 — (479) 290-3659
Printed Name — Date — Phone Number

TYSON CHILD NUTRITION SUMMARY

Product Name: Fully Cooked, Low Sodium 1/2" Diced Chicken Natural Proportion

Product Code: 22830-0928 **Label Weight:** 10.00 lb
UPC Information: 000-23700-03345 1

Serving size: 1 2.3-oz PORTION(s) per serving

Pack Information:

Product is not CN-labeled.
Analysis is by Piece.

Total Weight of Uncooked Product [1]	3.4160000 oz
Weight of Creditable Raw Meat, Variety: Chicken	2.8949000 oz
Percent fat of raw meat:	30.0000000 %
*Weight of Creditable Dry APP, (Variety):	n/a
Rehydration Ratio:	
*(Weight of Rehydrated APP):	n/a
Weight of Meat Alternates (specify):	n/a
Weight of Breading:	n/a
Weight of Filling:	n/a
Weight of Other Non-Creditable Ingredients:	n/a
Total Weight of Finished Product:	2.3000000 oz
Weight of Unrounded Cooked Meat/Meat Alternate *(with APP):	2.0300000 oz

---

Meat/Meat Alternate per serving: **2.0000 oz**

I certify that the above information is accurate as presented on this date.

*I further certify that the alternate protein product (APP) meets the requirements set forth in Appendix A of 7 CFR Parts 210, 220, 225, and 226.

(1)Slight variance in piece weights is possible, due to normal process variance; however, average weights per case will meet or exceed the stated weight.

Additional Information:
VER 18
0.65 GRAMS of NON-CREDITABLE GRAINS PER SERVING

Karen Shank, MS, RD — Nutritional Services Manager

Karen Shank, MS, RD — Titie

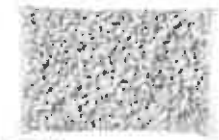
TYSON FOODS, INC. — 05/22/15

Product Information

Tyson FoodService

FC 100% All Natural*, Low Sodium Diced Natural Proportion 60/40 White/Dark Meat, 1/2"

Product Code: 22830 -928 UPC Code: 00023700033451



- 100% All Natural*, low sodium product with no allergens
- Consistent product with great texture, moisture and holding — all at a better price
- Recipe- ready diced product is fully cooked with a ½" target dice size
- Versatile use across the menu in a variety of on- trend applications — pasta, soup, chicken salad, entrée salads, burritos, enchiladas.
- Available for commodity reprocessing - USDA 100103
- Utilizes white and dark meat to keep commodity pounds in balance and is also available for Independent Drawdown
- CN portion is 2.3 oz. = 2 m/ma

PREPARATION

Not currently available

PIECE COUNT

2/5.0000 LB (s) per Case

MASTER CASE

Gross Weight	10.5448 LB	Width:	7.75 IN
Net Weight	10 LB	Length:	13 IN
Cube	0.496 FT	Height:	8.5 IN

PALLET CONFIGURATION

Ti: 18 Hi: 8

STORAGE

Shelf Life:	365 days
Storage Temp:	0 F
Storage Method:	Frozen

Nutrition Facts

Serving Size: 3 OZ (84g)
Servings Per Container: About 53

Amount Per Serving	
Calories 130	Calories from Fat 50
	% Daily Value*
Total Fat 5g	8%
Saturated Fat 1.5g	8%
Trans Fat 0g	
Polyunsaturated Fat 1g	
Monounsaturated Fat 2.5g	
Cholesterol 55mg	18%
Sodium 120mg	5%
Total Carbohydrate 1g	0%
Dietary Fiber 0g	0%
Sugars 0g	
Protein 18g	36%
Vitamin A 0%	Vitamin C 0%
Calcium 0%	Iron 4%

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

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

INGREDIENTS

Chicken, water, rice starch, vinegar, seasoning (maltodextrin, yeast extract, chicken stock, salt and flavors).

CONTAINS NO ALLERGENS

Description: FC 1/2" DICED CHICKEN MEAT 2.3 OZ

Product: 22830 Brand: 0928 Formula ID: 22830928G001

Nutrition Facts

Serving Size: 2.3 OZ (64g)

Servings Per Container: About 70

Amount Per Serving		
Calories 100	**Calories from Fat** 40	
		% Daily Values *
Total Fat 4 g		6 %
Saturated Fat 1 g		5 %
Trans Fat 0 g		
Polyunsaturated Fat 1 g		
Monounsaturated Fat 2 g		
Cholesterol 40 mg		13 %
Sodium 90 mg		4 %
Total Carbohydrate 1 g		0 %
Dietary Fiber 0 g		0 %
Sugars 0 g		
Protein 14 g		28 %
Vitamin A 0 %	**Vitamin C**	0 %
Calcium 0 %	Iron	2 %

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

	Calories	2,000	2,500
Total Fat	Less than	65g	80g
Sat Fat	Less than	20g	25g
Cholesterol	Less than	300mg	300mg
Sodium	Less than	2,400mg	2,400mg
Total Carbohydrate		300g	375g
Dietary Fiber		25g	30g
Protein		50g	63g

Calories per gram:

Fat 9 Carbohydrate 4 Protein 4

Status is: WORKING

As Of: 07/11/2014

Tyson

000 23700 05345 1

22830 928

FULLY COOKED, LOW SODIUM

1/2" DICED CHICKEN

NATURAL PROPORTION

INGREDIENTS: Chicken, water, rice starch, vinegar, seasoning (maltodextrin, yeast extract, chicken stock, salt and flavors).

*Minimally Processed, No Artificial Ingredients, No Preservatives

**FEDERAL REGULATIONS PROHIBIT THE USE OF ADDED HORMONES OR STEROIDS IN CHICKEN

LL#11102563

DISTRIBUTED BY: TYSON FOODS, INC., P. O. BOX 2020, SPRINGDALE, AR 72765-2020 U.S.A.

KEEP FROZEN

NET WT. 10 LBS

Nutrition Facts

Serving Size 3 oz (84g)
Servings Per Container About 53

Amount Per Serving	
Calories 130	Calories from Fat 50
	% Daily Value*
Total Fat 5g	8 %
Saturated Fat 1.5g	8 %
Cholesterol 55mg	18 %
Sodium 120mg	5 %
Total Carbohydrate 1g	0 %
Dietary Fiber 0g	0 %
Sugars 0g	
Protein 18g	36 %
Vitamin A 0%	Vitamin C 0%
Calcium 0%	Iron 4%

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

Tyson

22830 928

FULLY COOKED, LOW SODIUM

1/2" DICED CHICKEN

NATURAL PROPORTION

000 23700 05345 1

Tyson Foods, Inc.

Sample Product Formulation Statement (Product Analysis) for Meat/Meat Alternate (M/MA) Products

Child Nutrition Program operators should include a copy of the label from the purchased product carton in addition to the following information on letterhead signed by an official company representative.

Product Name: FC LS 1/2" Diced Chicken Code No.: 22830-928

Manufacturer: Tyson Foods, Inc. Case/Pack/Count/Portion/Size: 10# MC
1 portion = 2.30 oz

I. Meat/Meat Alternate

Please fill out the chart below to determine the creditable amount of Meat/Meat Alternate

Description of Creditable Ingredients per Food Buying Guide (FBG)	Ounces per Raw Portion of Creditable Ingredient	Multiply	FBG Yield/ Servings Per Unit	Creditable Amount *
Boneless Chicken w/Skin in Wet Prep.	2.69449	X	0.7	2.02643
		X		
		X		
A. Total Creditable M/MA Amount[1]				2.02643

*Creditable Amount - Multiply ounces per raw portion of creditable ingredient by the FBG Yield Information.

II. Alternate Protein Product (APP)

If the product contains APP, please fill out the chart below to determine the creditable amount of APP. If APP is used, you must provide documentation as described in Attachment A for each APP used.

Description of APP, manufacture's name, and code number	Ounces Dry APP Per Portion	Multiply	% of Protein As-Is*	Divide by 18**	Creditable Amount APP***
		X		÷ by 18	
		X		÷ by 18	
		X		÷ by 18	
B. Total Creditable APP Amount[1]					
C. TOTAL CREDITABLE AMOUNT (A + B rounded down to nearest ¼ oz)					2.00

*Percent of Protein As-Is is provided on the attached APP documentation.
**18 is the percent of protein when fully hydrated.
***Creditable amount of APP equals ounces of Dry APP multiplied by the percent of protein as-is divided by 18.
[1]Total Creditable Amount must be rounded **down** to the nearest 0.25oz (1.49 would round down to 1.25 oz meat equivalent). Do **not** round up. If you are crediting M/MA and APP, you do not need to round down in box A (Total Creditable M/MA Amount) until after you have added the Total Creditable APP Amount from box B to box C.

Total weight (per portion) of product as purchased 2.30 oz

Total creditable amount of product (per portion) 2.00 oz
(Reminder: Total creditable amount cannot count for more than the total weight of product.)

I certify that the above information is true and correct and that a 2.30 ounce serving of the above product (ready for serving) contains 2.00 ounces of equivalent meat/meat alternate when prepared according to directions.

I further certify that any APP used in the product conforms to the Food and Nutrition Service Regulations (7 CFR Parts 210, 220, 225, 226, Appendix A) as demonstrated by the attached supplier documentation.

Karen Shank, MS, RD — Signature
Nutrition Manager, RD — Title
Karen Shank, MS, RD — Printed Name
1/6/15 — Date
(479) 290-3659 — Phone Number

Tyson Foods, Inc.

Formulation Statement for Documenting Grains in School Meals
Required Beginning SY 2013-2014
Crediting Standards Based on Revised Exhibit A weights per oz equivalent

School Food Authorities (SFAs) should include a copy of the label from the purchased product carton in addition to the following information on letterhead signed by an official company representative. Grain products may be credited based on previous standards through SY 2012-2013. The new crediting standards for grains (as outlined in Policy Memorandum SP 30-2012) must be used beginning SY 2013-2014. SFAs have the option to choose the crediting method that best fits the specific needs of the menu planner.

Product Name: FC LS ½" Diced Chicken Code No.: 22830-928

Manufacturer: Tyson Foods, Inc. Case/Pack/Count/Portion/Size: 10# MC

1 portion = 2.30oz

I. Does the product meet the Whole Grain-Rich Criteria: Yes____ No X
(Refer to SP 30-2012 Grain Requirements for the National School Lunch Program and School Breakfast Program)

II. Does the product contain non- creditable grains: Yes X No____ **How many grams:** 0.63gr/Serving
(Products with more than 0.24oz equivalent or 3.99 grams for Groups A-G and 6.99 grams for Group H of non-creditable grains cannot be credited using Exhibit A weights. Please use template for crediting using amount of creditable grains).

III. Use Policy Memorandum SP 30-2012 Grain Requirements for the National School Lunch Program and School Breakfast Program: Exhibit A to determine if the product fits into Groups A-G, Group H or Group I. *(Please be aware that different methodologies are applied to calculate servings of grain component based on creditable grains. Groups A-G use the standard of 16 grams creditable grain per oz eq; Group H uses the standard of 28 grams creditable grain per oz eq; and Group I is reported by volume or weight).*
Indicate which Exhibit A Group (A-I) the Product Belongs: ____

Description of Product per Food Buying Guide	Portion Size of Product as Purchased	Weight of one ounce equivalent as listed in SP 30-2012	Creditable Amount[1]
A. Total Creditable Amount[2]			

[1] (Portion size) ÷ (Exhibit A weight for one oz eq)
[2] Total Creditable Amount must be rounded **down** to the nearest quarter (0.25) oz eq. Do **not** round up.

Total weight (per portion) of product as purchased ____
Total contribution of product (per portion) ____

I further certify that the above information is true and correct and that a ____ ounce portion of this product (ready for serving) provides ____ oz equivalent Grains. I further certify that non-creditable grains are not above 0.24 oz eq. per portion.

Karen Shank, MS, RD — Signature
Nutrition Manager, RD — Title
Karen Shank, MS, RD — Printed Name
11/5/15 — Date
(479) 290-3659 — Phone Number

TYSON CHILD NUTRITION SUMMARY

Product Name: Fully Cooked Grilled Chicken Breast Filets with Rib Meat

Product Code: 38350-0928
UPC Information:

Label Weight: 10.00 lb
000-23700-02550 0

Serving size: 1 3-oz FILLET(s) per serving

Pack Information:

Target is 54 3-OZ PIECE(s) per Case.
Allowable range is between 46 and 64 PIECE(s) per Case.

Product is not CN-labeled.
Analysis is by Piece.

Total Weight of Uncooked Product [1]	4.3703684 oz
Weight of Creditable Raw Meat, Variety: Chicken	3.7037037 oz
Percent fat of raw meat:	30.0000000 %
*Weight of Creditable Dry APP, (Variety): Concentrate	0.0131106 oz
Rehydration Ratio: 1:2.61	
*(Weight of Rehydrated APP):	0.0473438 oz
Weight of Meat Alternates (specify):	n/a
Weight of Breading:	n/a
Weight of Filling:	n/a
Weight of Other Non-Creditable Ingredients:	0.6193209 oz
Total Weight of Finished Product:	3.0000000 oz
Weight of Unrounded Cooked Meat/Meat Alternate *(with APP):	2.6399363 oz

---

Meat/Meat Alternate per serving: **2.5000 oz**

I certify that the above information is accurate as presented on this date.

*I further certify that the alternate protein product (APP) meets the requirements set forth in Appendix A of 7 CFR Parts 210, 220, 225, and 226.

(1)Slight variance in piece weights is possible, due to normal process variance; however, average weights per case will meet or exceed the stated weight.

Additional Information:
VER 23

Karen Shank, MS, RD

Karen Shank, MS, RD

Nutritional Services Manager

Title

TYSON FOODS, INC.

01/14/15

Product Information

Tyson FoodService
Working at the Heart of Your Menu

Nutrition Facts

Serving Size: 1 Piece (84g)
Servings Per Container: About 54

Amount Per Serving	
Calories 120	Calories from Fat 25
	% Daily Value*
Total Fat 2.5g	4%
Saturated Fat 0.5g	3%
Trans Fat 0g	
Polyunsaturated Fat 0.5g	
Monounsaturated Fat 1g	
Cholesterol 60mg	20%
Sodium 320mg	13%
Total Carbohydrate 1g	0%
Dietary Fiber 0g	0%
Sugars 0g	
Protein 22g	44%
Vitamin A 0%	Vitamin C 0%
Calcium 2%	Iron 4%

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

CN Label: No

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

Tyson

FC Grilled Breast Fillets w/ Grill Marks, 3 oz.

Product Code: 38350-928 UPC Code: 00023700025500

- Better Prices. Save up to 20% on comparable chicken products you currently menu.
- Better Flavor. No artificial aftertastes commonly associated with other fully cooked chicken items.
- Better Performance. Finish with the method that best suits your operation to deliver outstanding flavor and appearance results.
- Simply seasoned with salt and pepper then fully cooked and seared with grill marks to deliver clean fresh-off-the-grill flavor.

PREPARATION

Appliances vary, adjust accordingly. Convection Oven From frozen, place the breast fillets on a lined (non-stick) sheet pan with a small amount of water. Completely cover with foil. Place in a pre-heated, 350°F convection oven for approximately 16-20 minutes. Microwave From frozen, place 1 or 2 fillets on a microwave safe plate and cover completely with cling wrap/plastic wrap. Heat in microwave on highest setting for approximately 2-3 minutes.

PIECE COUNT

Target is 54 3OZ PIECE(s) per Case. Allowable range is between 46 and 64 PIECE(s) per Case.

MASTER CASE

Gross Weight	10.6368 LB	Width	9.1875 IN
Net Weight	10 LB	Length	11.75 IN
Cube	0.609 FT	Height	9.75 IN

PALLET CONFIGURATION

Ti	17	Hi	7

INGREDIENTS

Boneless, skinless chicken breast fillets with rib meat, water, seasoning [maltodextrin, salt, sugar, chicken stock, vegetable stock (carrot, onion, celery), flavors, carrot powder and garlic powder], modified food starch, sodium phosphates, soy protein concentrate, sea salt.

CONTAINS soy

STORAGE

Shelf Life:	365 days
Storage Temp:	0 F
Storage Method:	Frozen

Product information valid as of 10/15/2014.

Distortion: 96.88% horizontal
100 tooth - 2 across & 1 around
4 x 12.375 - Die Cut

Colors: Black, Power Red, 136 yellow

000 23700 02550 0

Tyson Foods, Inc.

Sample Product Formulation Statement (Product Analysis) for Meat/Meat Alternate (M/MA) Products

Child Nutrition Program operators should include a copy of the label from the purchased product carton in addition to the following information on letterhead signed by an official company representative.

Product Name: FC Grilled Chicken Breast Fillet Code No.: 38350-928

Manufacturer: Tyson Foods, Inc. Case/Pack/Count/Portion/Size: 10 LB MC / 454 PC
1 PC = 3.00 oz

I. Meat/Meat Alternate

Please fill out the chart below to determine the creditable amount of Meat/Meat Alternate

Description of Creditable Ingredients per Food Buying Guide (FBG)	Ounces per Raw Portion of Creditable Ingredient	Multiply	FBG Yield/ Servings Per Unit	Creditable Amount *
Boneless Chicken w/Rib Meat, Raw	3.703703704	X	0.7	2.592592593
		X		
		X		
A. Total Creditable M/MA Amount[1]				2.592592593

*Creditable Amount - Multiply ounces per raw portion of creditable ingredient by the FBG Yield Information.

II. Alternate Protein Product (APP)

If the product contains APP, please fill out the chart below to determine the creditable amount of APP. If APP is used, you must provide documentation as described in Attachment A for each APP used.

Description of APP, manufacture's name, and code number	Ounces Dry APP Per Portion	Multiply	% of Protein As-Is*	Divide by 18**	Creditable Amount APP***
Alpha DSP, Solae	0.03 oz	X	65	÷ by 18	0.047222222
		X		÷ by 18	
		X		÷ by 18	
B. Total Creditable APP Amount[1]					0.047222222
C. TOTAL CREDITABLE AMOUNT (A + B rounded down to nearest ¼ oz)					2.50

*Percent of Protein As-Is is provided on the attached APP documentation.
**18 is the percent of protein when fully hydrated.
***Creditable amount of APP equals ounces of Dry APP multiplied by the percent of protein as-is divided by 18.
[1]Total Creditable Amount must be rounded **down** to the nearest 0.25oz (1.49 would round down to 1.25 oz meat equivalent). Do **not** round up. If you are crediting M/MA and APP, you do not need to round down in box A (Total Creditable M/MA Amount) until after you have added the Total Creditable APP Amount from box B to box C.

Total weight (per portion) of product as purchased 3.00 oz

Total creditable amount of product (per portion) 2.50 oz
(Reminder: Total creditable amount cannot count for more than the total weight of product.)

I certify that the above information is true and correct and that a 3.0 ounce serving of the above product (ready for serving) contains 2.5 ounces of equivalent meat/meat alternate when prepared according to directions.

I further certify that any APP used in the product conforms to the Food and Nutrition Service Regulations (7 CFR Parts 210, 220, 225, 226, Appendix A) as demonstrated by the attached supplier documentation.

Karen Swank MS, RD
Signature

Nutrition Manager, RD
Title

Karen Swank, MS, RD
Printed Name

11/7/13 (479) 290-3259
Date Phone Number

Tyson Foods, Inc.

Formulation Statement for Documenting Grains in School Meals
Required Beginning SY 2013-2014
Crediting Standards Based on Revised Exhibit A weights per oz equivalent

School Food Authorities (SFAs) should include a copy of the label from the purchased product carton in addition to the following information on letterhead signed by an official company representative. Grain products may be credited based on previous standards through SY 2012-2013. The new crediting standards for grains (as outlined in Policy Memorandum SP 30-2012) must be used beginning SY 2013-2014. SFAs have the option to choose the crediting method that best fits the specific needs of the menu planner.

Product Name: FC Grilled Chicken Breast Filet Code No.: 38350-920

Manufacturer: Tyson Foods, Inc. Case/Pack/Count/Portion/Size: 10 lb/ 4 5-1/2 oz 1 lb = 3 000 mg

I. Does the product meet the Whole Grain-Rich Criteria: Yes____ No X
(Refer to SP 30-2012 Grain Requirements for the National School Lunch Program and School Breakfast Program)

II. Does the product contain non- creditable grains: Yes X No____ **How many grams:** 0.58 g/ss
(Products with more than 0.24oz equivalent or 3.99 grams for Groups A-G and 6.99 grams for Group H of non-creditable grains cannot be credited using Exhibit A weights. Please use template for crediting using amount of creditable grains).

III. Use Policy Memorandum SP 30-2012 Grain Requirements for the National School Lunch Program and School Breakfast Program: Exhibit A to determine if the product fits into Groups A-G, Group H or Group I. *(Please be aware that different methodologies are applied to calculate servings of grain component based on creditable grains. Groups A-G use the standard of 16 grams creditable grain per oz eq; Group H uses the standard of 28 grams creditable grain per oz eq; and Group I is reported by volume or weight).*
Indicate which Exhibit A Group (A-I) the Product Belongs: /

Description of Product per Food Buying Guide	Portion Size of Product as Purchased	Weight of one ounce equivalent as listed in SP 30-2012	Creditable Amount[1]
A. Total Creditable Amount[2]			

[1] (Portion size) ÷ (Exhibit A weight for one oz eq)
[2] Total Creditable Amount must be rounded **down** to the nearest quarter (0.25) oz eq. Do **not** round up.

Total weight (per portion) of product as purchased /
Total contribution of product (per portion) /

I further certify that the above information is true and correct and that a / ounce portion of this product (ready for serving) provides / oz equivalent Grains. I further certify that non-creditable grains are not above 0.24 oz eq. per portion.

Karen Shank, MS, RD — Nutrition Manager, RD
Signature — Title

Karen Shank MS,RD — 11/7/13 — (479) 290-3459
Printed Name — Date — Phone Number

CI-112623

Solae

June 23, 2009

This memo is to confirm that ALPHA® DSP, manufactured by Solae, LLC, meets the requirements of **Appendix A 7 CFR to Parts 210, 220, 225 and 226** for Alternate Protein Products. These requirements are:

1) **This product is processed so that some portion of the non-protein constituents of the food, have been removed. This product is a safe and suitable edible product produced from a plant source.**

2) **The biological quality of this protein is at least 80 percent that of casein, determined by Protein Digestibility Corrected Amino Acid Score (PDCAAS). The PDCAAS ALPHA® DSP is 0.99. Method to calculate is as follows:**

   1. Determine protein content.
   2. Determine essential amino acid (EAA) content.
   3. Determine amino acid ratios by dividing the EAA content by the reference EAA content (the reference EAA content we use is the FAO/WHO 2-5 year old amino acid pattern).
   4. The lowest ratio is the uncorrected EAA score (typically 1.04 for Methionine + Cysteine).
   5. Determine digestibility (97% for our soy proteins).
   6. Calculate PDCAAS by multiplying uncorrected EAA score by the digestibility (1.04 x 0.97 = 1.0). Scores over 1.0 are rounded down to 1.0.

3) **This product contains at least 18 percent protein by weight when fully hydrated or formulated. The maximum hydration ratio allowed for ALPHA® DSP is 2.6 parts water to 1 part ALPHA® DSP to achieve 18% protein by weight.**

4) **The protein content of ALPHA® DSP is 65% (as-is).**

Your company may make applications to FNS/USDA based on this confirmation.

Sincerely,

Loma Von Talge

Loma Von Talge
Product Quality Lead

TYSON CHILD NUTRITION SUMMARY

Product Name: FC Whole Grain Golden Crispy Tender-Shaped Chicken Pattie Fritters-CN

Product Code: 70334-0928 **Label Weight:** 31.86 lb
UPC Information: 000-23700-03385 7

Serving size: 3 1.13-oz PIECE(s) per serving

Pack Information:

Minimum of 450 1.13-OZ PIECE(s) per Case.

Product is CN-labeled. CN numbers are: 084315, 089563
Analysis is by Piece.

Total Weight of Uncooked Product [1]	1.0954000 oz
Weight of Creditable Raw Meat, Variety: Chicken	0.3459480 oz
Percent fat of raw meat:	30.0000000 %
*Weight of Creditable Dry APP, (Variety): Concentrate	0.0876300 oz
Rehydration Ratio: 1:2.60	
*(Weight of Rehydrated APP):	0.3154680 oz
*Weight of Creditable Dry APP, (Variety): Isolate	0.0228600 oz
Rehydration Ratio: 1:3.77	
*(Weight of Rehydrated APP):	0.1092200 oz
Weight of Meat Alternates (specify):	n/a
Weight of Breading: Whole Grain	0.3334000 oz
Weight of Filling:	n/a
Weight of Other Non-Creditable Ingredients:	n/a
Total Weight of Finished Product:	1.1333000 oz
Weight of Unrounded Cooked Meat/Meat Alternate *(with APP):	0.6668515 oz

---

Meat/Meat Alternate per serving: **2.0000 oz**
Bread Alternate per serving: **1.0000 per serving**

I certify that the above information is accurate as presented on this date.

*I further certify that the alternate protein product (APP) meets the requirements set forth in Appendix A of 7 CFR Parts 210, 220, 225, and 226.

(1)Slight variance in piece weights is possible, due to normal process variance; however, average weights per case will meet or exceed the stated weight.

Additional Information:
VER 19 gsm
1.0 OZ EQUIVALENT GRAINS (WHOLE GRAIN RICH)

Karen Shank, MS, RD

Karen Shank, MS, RD — Nutritional Services Manager

TYSON FOODS, INC. — Title

07/07/15

Product Information

Tyson FoodService

Whole Grain Breaded Golden Crispy Tenders, 1.13 oz.

Product Code: 70334 -928 UPC Code: 00023700033857

- Available for commodity reprocessing - USDA 100103
- Utilizes white and dark meat to keep commodity pounds in balance and is also available for Independent Drawdown
- Consistent piece sizes for easy CN portioning and cost control
- Great Golden Crispy breading profile that is Kid Tested, Kid Approved™
- Certified Responsible Antibiotic Use Verified - CRAU

PREPARATION

Appliances vary, adjust accordingly. Convection Oven 6-8 minutes at 375°F from frozen. Conventional Oven 8-10 minutes at 400°F from frozen.

PIECE COUNT

Minimum of 450 1.13OZ PIECE(s) per Case
Minimum 75 PIECE(s) per BAG.

MASTER CASE

Gross Weight	34.6615 LB	Width:	15.75 IN
Net Weight	31.86 LB	Length:	23.5625 IN
Cube	2 FT	Height:	9.3125 IN

PALLET CONFIGURATION

Ti:	5	Hi:	7

STORAGE

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

Nutrition Facts

Serving Size: 3 PIECES (95g)
Servings Per Container: About 150

Amount Per Serving	
Calories 260	Calories from Fat 130
	% Daily Value*
Total Fat 15g	23%
Saturated Fat 2.5g	13%
Trans Fat 0g	
Polyunsaturated Fat 7g	
Monounsaturated Fat 4.5g	
Cholesterol 25mg	8%
Sodium 390mg	16%
Total Carbohydrate 16g	5%
Dietary Fiber 3g	12%
Sugars 1g	
Protein 15g	30%
Vitamin A 2%	Vitamin C 0%
Calcium 4%	Iron 10%

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

CN Label: Yes

CN Label Numbers: 089563, 084315

CN Statement: Three 1.13 oz. fully cooked, tender-shaped chicken pattie fritters provide 2.00 oz. equivalent meat/meat alternate and 1.00 oz. equivalent grains, for the Child Nutrition Meal Pattern Requirements.

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

INGREDIENTS

Chicken, water, textured soy protein concentrate, isolated soy protein, seasoning [brown sugar, salt, onion powder, chicken stock, canola oil, yeast extract, carrot powder, vegetable stock (carrot, onion, celery), garlic powder, maltodextrin, flavors, silicon dioxide, citric acid and spice], seasoning (potassium chloride, rice flour), sodium phosphates. BREADED WITH: Whole wheat flour, water, enriched wheat flour (wheat flour, niacin, reduced iron, thiamine mononitrate, riboflavin, folic acid), salt, wheat gluten, sugar, dried onion, dried garlic, torula yeast, spice, dextrose, dried yeast, turmeric extract (color), paprika extract (color). Breading set in vegetable oil.

CONTAINS soy, wheat

tysonfoodservice.com
1-800-24-TYSON

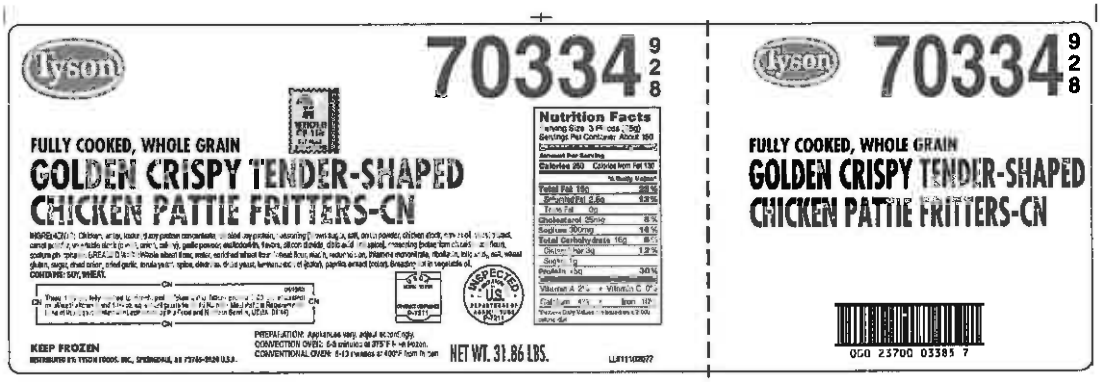
Product Information

Tyson FoodService

Distortion: 96.88% horizontal
100 tooth - 2 across & 1 around
4 x 12.375 - Die Cut

Colors: Black, Power Red, 136 yellow

000 23700 03385 7



Tyson Foods, Inc.

Sample Product Formulation Statement (Product Analysis) for Meat/Meat Alternate (M/MA) Products

Child Nutrition Program operators should include a copy of the label from the purchased product carton in addition to the following information on letterhead signed by an official company representative.

Product Name: FC WG Brd Tender Shaped Pattie Code No.: 70334-928

Manufacturer: Tyson Foods, Inc Case/Pack/Count/Portion/Size: 3 lbs ÷ MC

1 portion = 3(1.13 oz) pc = 3.39 oz

I. Meat/Meat Alternate

Please fill out the chart below to determine the creditable amount of Meat/Meat Alternate

Description of Creditable Ingredients per Food Buying Guide (FBG)	Ounces per Raw Portion of Creditable Ingredient	Multiply	FBG Yield/ Servings Per Unit	Creditable Amount *
Boneless chicken w/ skin in NGR prep	0.34594720	X	0.7	0.242 1636
		X		
		X		
A. Total Creditable M/MA Amount[1]				0.242 1636

*Creditable Amount - Multiply ounces per raw portion of creditable ingredient by the FBG Yield Information.

II. Alternate Protein Product (APP)

If the product contains APP, please fill out the chart below to determine the creditable amount of APP. If APP is used, you must provide documentation as described in Attachment A for each APP used.

Description of APP, manufacture's name, and code number	Ounces Dry APP Per Portion	Multiply	% of Protein As-Is*	Divide by 18**	Creditable Amount APP***
Arcon T 158-171 ADM	0.087163	X	64.8	÷ by 18	0.315468
Pyrafm 931 ADM	0.022816	X	81.0	÷ by 18	0.10922
		X		÷ by 18	
B. Total Creditable APP Amount[1]					0.424688
C. TOTAL CREDITABLE AMOUNT (A + B rounded down to nearest ¼ oz)					0.666688 ÷3 = 2.00 oz

*Percent of Protein As-Is is provided on the attached APP documentation.

**18 is the percent of protein when fully hydrated.

***Creditable amount of APP equals ounces of Dry APP multiplied by the percent of protein as-is divided by 18.

[1]Total Creditable Amount must be rounded **down** to the nearest 0.25oz (1.49 would round down to 1.25 oz meat equivalent). Do **not** round up. If you are crediting M/MA and APP, you do not need to round down in box A (Total Creditable M/MA Amount) until after you have added the Total Creditable APP Amount from box B to box C.

Total weight (per portion) of product as purchased 3(1.13oz) pc = 3.39oz

Total creditable amount of product (per portion) 2.00 oz
(Reminder: Total creditable amount cannot count for more than the total weight of product.)

I certify that the above information is true and correct and that a 3.39 ounce serving of the above product (ready for serving) contains 2.0 ounces of equivalent meat/meat alternate when prepared according to directions.

I further certify that any APP used in the product conforms to the Food and Nutrition Service Regulations (7 CFR Parts 210, 220, 225, 226, Appendix A) as demonstrated by the attached supplier documentation.

Molly Miller, MS, RD — Signature

Project Leader — Title

Molly Miller, MS, RD — Printed Name

7-7-15 — Date

479-290-2327 — Phone Number

Tyson Foods, Inc.

Formulation Statement for Documenting Grains in School Meals
Required Beginning SY 2013-2014
Crediting Standards Based on Revised Exhibit A weights per oz equivalent

School Food Authorities (SFAs) should include a copy of the label from the purchased product carton in addition to the following information on letterhead signed by an official company representative. Grain products may be credited based on previous standards through SY 2012-2013. The new crediting standards for grains (as outlined in Policy Memorandum SP 30-2012) must be used beginning SY 2013-2014. SFAs have the option to choose the crediting method that best fits the specific needs of the menu planner.

Product Name: FC WG Bnd Tender Whole Okr Pattie Code No.: 10334-928

Manufacturer: Tyson Foods, Inc Case/Pack/Count/Portion/Size: 31.86 #MC 1 portion = 3(1.13 oz) PC = 3.39 oz

I. Does the product meet the Whole Grain-Rich Criteria: Yes 0 No ____
(Refer to SP 30-2012 Grain Requirements for the National School Lunch Program and School Breakfast Program)

II. Does the product contain non- creditable grains: Yes 0 No ____ **How many grams:** 0.05 g / serving
(Products with more than 0.24oz equivalent or 3.99 grams for Groups A-G and 6.99 grams for Group H of non-creditable grains cannot be credited using Exhibit A weights. Please use template for crediting using amount of creditable grains).

III. Use Policy Memorandum SP 30-2012 Grain Requirements for the National School Lunch Program and School Breakfast Program: Exhibit A to determine if the product fits into Groups A-G, Group H or Group I. *(Please be aware that different methodologies are applied to calculate servings of grain component based on creditable grains. Groups A-G use the standard of 16 grams creditable grain per oz eq; Group H uses the standard of 28 grams creditable grain per oz eq; and Group I is reported by volume or weight).*
Indicate which Exhibit A Group (A-I) the Product Belongs: F

Description of Product per Food Buying Guide	Portion Size of Product as Purchased	Weight of one ounce equivalent as listed in SP 30-2012	Creditable Amount[1]
[illegible] Patty	1.3334	1.0	0.3334
			x3 = 1.0
A. Total Creditable Amount[2]			

[1] (Portion size) ÷ (Exhibit A weight for one oz eq)
[2] Total Creditable Amount must be rounded **down** to the nearest quarter (0.25) oz eq. Do **not** round up.

Total weight (per portion) of product as purchased 3.39 oz
Total contribution of product (per portion) 1.0 oz

I further certify that the above information is true and correct and that a 3.39 ounce portion of this product (ready for serving) provides 1.0 oz equivalent Grains. I further certify that non-creditable grains are not above 0.24 oz eq. per portion.

Molly Miller, MS, RD — Signature
Project Leader — Title
Molly Miller, MS, RD — Printed Name
7-7-15 — Date
479-290-2327 — Phone Number

CI#117273

Arcon® T
158-171

DOCUMENTATION FOR ADM PRODUCTS USED AS ALTERNATE PROTEIN PRODUCTS (APP) FOR CHILD NUTRITION (CN) PROGRAM

a) ADM certifies that this product meets all requirements for APP intended for use in finished CN products as described in Appendix A of 7 CFR 210, 220, 225, and 226.

b) ADM certifies that this product has been processed so that some portion of the non-protein constituents has been removed by fractionating. This product is produced from soybeans by removing the majority of the soybean oil and some of the other non protein constituents.

c) The PDCAAS score for this product is .99. It was calculated by multiplying the lowest uncorrected amino acid score by true protein digestibility as described in the Protein Quality Evaluation Report from the Joint Expert Consultation of the Food and Agriculture Organization/World Health Organization of the United Nations, presented December 4-8, 1989 in Rome, Italy.

d) The protein level by weight of this product is at least 18% when hydrated at a ratio of 2.60 parts water to one part product.

e) The protein level of this product is certified to be at least 64.8% on an "as is" basis as purchased.

Ingredient Statement: Textured Vegetable Protein Product (Soy protein concentrate)

This certification applies to the ingredient product as supplied by ADM and is valid 1 year from certification. The meat/meat alternate credit for products used in CN programs should be calculated using the correct as-is protein value for the respective APP ingredient. If multiple APP ingredients are used in the formulation of a CN product, then each APP ingredient should be calculated separately to determine the oz. meat alternate provided. Additional information is available from ADM to assist you with this calculation.

Date: 07/14/11

CN# 110515

PROFAM® 981
(066-981)

DOCUMENTATION FOR ADM PRODUCTS USED AS ALTERNATE PROTEIN PRODUCTS (APP) FOR CHILD NUTRITION (CN) PROGRAM

a) ADM certifies that this product meets all requirements for APP intended for use in finished CN products as described in Appendix A of 7 CFR 210, 220, 225, and 226.

b) ADM certifies that this product has been processed so that some portion of the non-protein constituents has been removed by fractionating. This product is produced from soybeans by removing the majority of the soybean oil and some of the other non-protein constituents.

c) The PDCAAS score for this product is .98. It was calculated by multiplying the lowest amino acid score by true protein digestibility as described in the Protein Quality Evaluation Report from the Joint Expert Consultation of the Food and Agriculture Organization/World Health Organization of the United Nations, presented December 4-8, 1989 in Rome, Italy.

d) The protein level by weight of this product is at least 18% when hydrated at a ratio of 3.77 parts water to one part product.

e) The protein level of this product is certified to be at least 86% on an "as is" basis as purchased.

Ingredient Statement: Isolated soy protein

This certification applies to the ingredient product as supplied by ADM and is valid 1 year from certification. The meat/meat alternate credit for products used in CN Programs should be calculated using the correct as-is protein value for the respective APP ingredient. If multiple APP ingredients are used in the formulation of a CN product, then each APP ingredient should be calculated separately to determine the oz. meat alternate provided. Additional information is available from ADM to assist you with this calculation

Date: 05-14-12

SEPDS A

SUMMARY END PRODUCT DATA SCHEDULE

TYSON

☐ **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 (lbs.)	Servings Per Case	Net Weight per Serving (oz.)	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 ☐ Check for quick approval
A		B	C	D	E		F	G	H	I	J	K
CHICKEN - NATURAL PROPORTION												
2154-928	FC CN Whole Grain Breaded Chicken Pattie Fritter	30.80	150	3.29	100103	CHICKEN LARGE CHILLED -BULK	14.65	No	$0.9794	$14.35		
					100103W	CHICKEN LARGE CHILLED -WHITE MEAT	8.79	No	$0.9794	$8.61		
					100103D	CHICKEN LARGE CHILLED -DARK MEAT	5.86	No	$0.9794	$5.74		
2155-928	FC CN Whole Grain Chicken Chunk Fritters	28.35	137	3.30	100103	CHICKEN LARGE CHILLED -BULK	13.48	No	$0.9794	$13.20		
					100103W	CHICKEN LARGE CHILLED -WHITE MEAT	8.09	No	$0.9794	$7.92		
					100103D	CHICKEN LARGE CHILLED -DARK MEAT	5.39	No	$0.9794	$5.28		
2241-928	FC CN Whole Grain Spicy Homestyle Pepper Popcorn Chicken Fritters	28.90	120	3.85	100103	CHICKEN LARGE CHILLED -BULK	24.24	No	$0.9794	$23.74		
					100103W	CHICKEN LARGE CHILLED -WHITE MEAT	14.54	No	$0.9794	$14.24		
					100103D	CHICKEN LARGE CHILLED -DARK MEAT	9.70	No	$0.9794	$9.50		
2940-928	FC CN Whole Grain HomeStyle Popcorn Chicken Fritter	30.00	124	3.85	100103	CHICKEN LARGE CHILLED -BULK	25.17	No	$0.9794	$24.65		
					100103W	CHICKEN LARGE CHILLED -WHITE MEAT	15.10	No	$0.9794	$14.79		
					100103D	CHICKEN LARGE CHILLED -DARK MEAT	10.07	No	$0.9794	$9.86		
3731-928	FC CN Whole Grain Breaded Chicken Patties	26.25	103	4.07	100103	CHICKEN LARGE CHILLED -BULK	28.21	No	$0.9794	$27.63		
					100103W	CHICKEN LARGE CHILLED -WHITE MEAT	16.93	No	$0.9794	$16.58		
					100103D	CHICKEN LARGE CHILLED -DARK MEAT	11.28	No	$0.9794	$11.05		
3732-928	CN FC Whole Grain Breaded Chicken Chunks	26.42	107	3.95	100103	CHICKEN LARGE CHILLED -BULK	28.02	No	$0.9794	$27.44		
					100103W	CHICKEN LARGE CHILLED -WHITE MEAT	16.81	No	$0.9794	$16.46		
					100103D	CHICKEN LARGE CHILLED -DARK MEAT	11.21	No	$0.9794	$10.98		
3857-928	FC CN Whole Grain Krisp n Krunchy Chicken Pattie Fritters	31.05	140	3.53	100103	CHICKEN LARGE CHILLED -BULK	19.19	No	$0.9794	$18.79		
					100103W	CHICKEN LARGE CHILLED -WHITE MEAT	11.51	No	$0.9794	$11.27		
					100103D	CHICKEN LARGE CHILLED -DARK MEAT	7.68	No	$0.9794	$7.52		

Information Certified as Accurate from Approved EPDS (requires signature from agency that approved EPDS)											Certified by State Agency	
End Product Code & Description		Net Weight Per Case (lbs.)	Servings Per Case	Net Weight per Serving (oz.)	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 ☐ Check for quick approval
A		B	C	D	E		F	G	H	I	J	K
3859-928	FC CN Whole Grain Knpsy N Krunchy Breaded Strip-Shaped Chicken Pattie Fritters	31.86	141	3.60	100103	CHICKEN LARGE CHILLED -BULK	19.66	No	$0.9794	$19.26		
					100103W	CHICKEN LARGE CHILLED -WHITE MEAT	11.80	No	$0.9794	$11.56		
					100103D	CHICKEN LARGE CHILLED -DARK MEAT	7.86	No	$0.9794	$7.70		
5567-928	FC CN Whole Grain Breaded Chicken Pattie Hot n Spicy w/packaging	30.23	148	3.26	100103	CHICKEN LARGE CHILLED -BULK	26.79	No	$0.9794	$26.24		
					100103W	CHICKEN LARGE CHILLED -WHITE MEAT	16.07	No	$0.9794	$15.74		
					100103D	CHICKEN LARGE CHILLED -DARK MEAT	10.72	No	$0.9794	$10.50		
5778-928	FC CN Whole Grain HomeStyle Breakfast Chicken Pattie	20.00	200	1.60	100103	CHICKEN LARGE CHILLED -BULK	13.26	No	$0.9794	$12.99		
					100103W	CHICKEN LARGE CHILLED -WHITE MEAT	7.96	No	$0.9794	$7.80		
					100103D	CHICKEN LARGE CHILLED -DARK MEAT	5.30	No	$0.9794	$5.19		
16477-928	FC CN Whole Grain Breaded Chicken Pattie	30.60	144	3.40	100103	CHICKEN LARGE CHILLED -BULK	16.09	No	$0.9794	$15.76		
					100103W	CHICKEN LARGE CHILLED -WHITE MEAT	9.65	No	$0.9794	$9.45		
					100103D	CHICKEN LARGE CHILLED -DARK MEAT	6.44	No	$0.9794	$6.31		
16478-928	FC CN Whole Grain Breaded Chicken Nuggets	30.60	144	3.40	100103	CHICKEN LARGE CHILLED -BULK	16.09	No	$0.9794	$15.76		
					100103W	CHICKEN LARGE CHILLED -WHITE MEAT	9.65	No	$0.9794	$9.45		
					100103D	CHICKEN LARGE CHILLED -DARK MEAT	6.44	No	$0.9794	$6.31		
21879-928	Fully Cooked Mesquite Glazed Chicken Pieces	23.08	57 - 100	3.7-6.5 oz	100103	CHICKEN LARGE CHILLED -BULK	18.40	No	$0.9794	$18.02		
					100103W	CHICKEN LARGE CHILLED -WHITE MEAT	11.04	No	$0.9794	$10.81		
					100103D	CHICKEN LARGE CHILLED -DARK MEAT	7.36	No	$0.9794	$7.21		
22830	FC Diced Chicken, Low Sodium	10.00	73	2.30	100103	CHICKEN LARGE CHILLED -BULK	14.22	No	$0.9794	$13.93		
					100103W	CHICKEN LARGE CHILLED -WHITE MEAT	8.53	No	$0.9794	$8.36		
					100103D	CHICKEN LARGE CHILLED -DARK MEAT	5.69	No	$0.9794	$5.57		
25560-928	FC Boneless Skinless Low Sodium All Natural Pulled Dark & White Chicken Meat	10.00	73	2.20	100103	CHICKEN LARGE CHILLED -BULK	14.21	No	$0.9794	$13.92		
					100103W	CHICKEN LARGE CHILLED -WHITE MEAT	4.97	No	$0.9794	$4.87		
					100103D	CHICKEN LARGE CHILLED -DARK MEAT	9.24	No	$0.9794	$9.05		
70304-928	FC CN Whole Grain Golden Crispy Chicken Pattie Fritters	32.82	148	3.54	100103	CHICKEN LARGE CHILLED -BULK	15.38	No	$0.9794	$15.06		
					100103W	CHICKEN LARGE CHILLED -WHITE MEAT	9.23	No	$0.9794	$9.04		
					100103D	CHICKEN LARGE CHILLED -DARK MEAT	6.15	No	$0.9794	$6.02		

Information Certified as Accurate from Approved EPDS (requires signature from agency that approved EPDS)											Certified by State Agency	
End Product Code & Description		Net Weight Per Case (lbs.)	Servings Per Case	Net Weight per Serving (oz.)	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 ☐ Check for quick approval
A		B	C	D	E		F	G	H	I	J	K
70314-928	FC CN Whole Grain Hot & Spicy Chicken Pattie Fritters	32.82	148	3.53	100103	CHICKEN LARGE CHILLED -BULK	15.38	No	$0.9794	$15.06		
					100103W	CHICKEN LARGE CHILLED -WHITE MEAT	9.23	No	$0.9794	$9.04		
					100103D	CHICKEN LARGE CHILLED -DARK MEAT	6.15	No	$0.9794	$6.02		
70334-928	FC CN Whole Grain Golden Crispy Chicken Tender Shaped Fritters (3 Piece Serving)	31.86	150	3.39	100103	CHICKEN LARGE CHILLED -BULK	14.94	No	$0.9794	$14.63		
					100103W	CHICKEN LARGE CHILLED -WHITE MEAT	8.96	No	$0.9794	$8.78		
					100103D	CHICKEN LARGE CHILLED -DARK MEAT	5.98	No	$0.9794	$5.85		
70335-928	FC CN Whole Grain Golden Crispy Chicken Tender Shaped Fritters (4 Piece Serving)	30.17	142	3.40	100103	CHICKEN LARGE CHILLED -BULK	14.15	No	$0.9794	$13.86		
					100103W	CHICKEN LARGE CHILLED -WHITE MEAT	8.49	No	$0.9794	$8.32		
					100103D	CHICKEN LARGE CHILLED -DARK MEAT	5.66	No	$0.9794	$5.54		
70344-928	FC CN Whole Grain Hot & Spicy Chicken Tender Shaped Patties - 3 pieces	31.86	148	3.42	100103	CHICKEN LARGE CHILLED -BULK	14.94	No	$0.9794	$14.63		
					100103W	CHICKEN LARGE CHILLED -WHITE MEAT	8.96	No	$0.9794	$8.78		
					100103D	CHICKEN LARGE CHILLED -DARK MEAT	5.98	No	$0.9794	$5.85		
70364-928	FC CN Whole Grain Golden Crispy Chicken Chunk Fritters	32.81	149	3.50	100103	CHICKEN LARGE CHILLED -BULK	15.38	No	$0.9794	$15.06		
					100103W	CHICKEN LARGE CHILLED -WHITE MEAT	9.23	No	$0.9794	$9.04		
					100103D	CHICKEN LARGE CHILLED -DARK MEAT	6.15	No	$0.9794	$6.02		
70366-928	FC CN Whole Grain Golden Crispy Chicken Rings	34.84	150	3.70	100103	CHICKEN LARGE CHILLED -BULK	31.01	No	$0.9794	$30.37		
					100103W	CHICKEN LARGE CHILLED -WHITE MEAT	18.61	No	$0.9794	$18.22		
					100103D	CHICKEN LARGE CHILLED -DARK MEAT	12.40	No	$0.9794	$12.15		
70367-928	FC CN Whole Grain Golden Crispy Chicken Stick Fritters	31.50	148	3.44	100103	CHICKEN LARGE CHILLED -BULK	14.77	No	$0.9794	$14.47		
					100103W	CHICKEN LARGE CHILLED -WHITE MEAT	8.86	No	$0.9794	$8.68		
					100103D	CHICKEN LARGE CHILLED -DARK MEAT	5.91	No	$0.9794	$5.79		
70368-928	FC CN Whole Grain Golden Crispy Popcorn Chicken Fritters	32.79	155	3.36	100103	CHICKEN LARGE CHILLED -BULK	15.37	No	$0.9794	$15.05		
					100103W	CHICKEN LARGE CHILLED -WHITE MEAT	9.22	No	$0.9794	$9.03		
					100103D	CHICKEN LARGE CHILLED -DARK MEAT	6.15	No	$0.9794	$6.02		

Information Certified as Accurate from Approved EPDS (requires signature from agency that approved EPDS)											Certified by State Agency	
End Product Code & Description		Net Weight Per Case (lbs.)	Servings Per Case	Net Weight per Serving (oz.)	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 ☐ Check for quick approval
A		B	C	D	E		F	G	H	I	J	K
70374-928	FC CN Whole Grain Hot & Spicy Chicken Chunk Fritters	32.81	150	3.45	100103	CHICKEN LARGE CHILLED -BULK	15.38	No	$0.9794	$15.06		
					100103W	CHICKEN LARGE CHILLED -WHITE MEAT	9.23	No	$0.9794	$9.04		
					100103D	CHICKEN LARGE CHILLED -DARK MEAT	6.15	No	$0.9794	$6.02		
70377-928	FC CN Whole Grain Hot & Spicy Chicken Stick Fritters	31.50	146	3.44	100103	CHICKEN LARGE CHILLED -BULK	14.77	No	$0.9794	$14.47		
					100103W	CHICKEN LARGE CHILLED -WHITE MEAT	8.86	No	$0.9794	$8.68		
					100103D	CHICKEN LARGE CHILLED -DARK MEAT	5.91	No	$0.9794	$5.79		
70378-928	FC CN Whole Grain Hot & Spicy Popcorn Chicken	32.79	159	3.30	100103	CHICKEN LARGE CHILLED -BULK	15.37	No	$0.9794	$15.05		
					100103W	CHICKEN LARGE CHILLED -WHITE MEAT	9.22	No	$0.9794	$9.03		
					100103D	CHICKEN LARGE CHILLED -DARK MEAT	6.15	No	$0.9794	$6.02		
666000-928	FC Whole Grain Breaded Chicken Breast Pieces, Thighs and Drumsticks	29.64	57 - 100	4.7-8.4 oz	100103	CHICKEN LARGE CHILLED -BULK	23.29	No	$0.9794	$22.81		
					100103W	CHICKEN LARGE CHILLED -WHITE MEAT	13.97	No	$0.9794	$13.69		
					100103D	CHICKEN LARGE CHILLED -DARK MEAT	9.32	No	$0.9794	$9.12		
CHICKEN - WHITE												
15476-928	FC CN Glazed Chicken Breast Pattie	30.45	174	2.80	100103	CHICKEN LARGE CHILLED -BULK	34.46	No	$0.9794	$33.75		
15489-928	FC CN All Natural Whole Grain Breaded Chicken Chunk	28.57	108	4.35	100103	CHICKEN LARGE CHILLED -BULK	27.63	No	$0.9794	$27.06		
21122-928	FC CN Sweet Asian Style Glazed Whole Grain Breaded Chicken Breast Chunks	28.50	84	5.43	100103	CHICKEN LARGE CHILLED -BULK	21.09	No	$0.9794	$20.66		
21422-928	FC Whole Grain Breaded Chicken Breast Chunk Fritters	10.00	31	5.10	100103	CHICKEN LARGE CHILLED -BULK	9.40	No	$0.9794	$9.21		
22178	FC CN Whole Grain Battered Chicken Breast Chunk Fritters	23.12	98	3.75	100103	CHICKEN LARGE CHILLED -BULK	17.91	No	$0.9794	$17.54		
25838-328	FC Mini Chicken Sandwiches Whole Grain Breast Fillets on Buns Twin Pack	24.63	60	6.57	100103	CHICKEN LARGE CHILLED -BULK	16.87	No	$0.9794	$16.52		
25839-328	FC Whole Grain Chicken Breast Fillets on Biscuits	25.75	100	4.12	100103	CHICKEN LARGE CHILLED -BULK	14.06	No	$0.9794	$13.77		
38300-928	FC Grilled Chicken Breast Filet	10.00	54	3.00	100103	CHICKEN LARGE CHILLED -BULK	11.75	No	$0.9794	$11.51		
38350-928	FC Grilled Chicken Breast Filet	10.00	54	3.00	100103	CHICKEN LARGE CHILLED -BULK	11.45	No	$0.9794	$11.21		
70300-928	FC CN Whole Grain Golden Crispy Breaded Chicken Breast Fillets (Whole Muscle)	30.00	104-136	Approx. 4.0	100103	CHICKEN LARGE CHILLED -BULK	30.90	No	$0.9794	$30.26		
70302-928	FC CN Whole Grain Golden Crispy Breaded Chicken Breast Filet	30.94	132	3.75	100103	CHICKEN LARGE CHILLED -BULK	33.74	No	$0.9794	$33.04		
70303-928	FC CN Whole Grain Homestyle Chicken Breast Fillets	30.00	226	2.12	100103	CHICKEN LARGE CHILLED -BULK	31.84	No	$0.9794	$31.18		
70312-928	FC CN Whole Grain Hot & Spicy Breaded Breast Filet	30.90	132	3.75	100103	CHICKEN LARGE CHILLED -BULK	33.74	No	$0.9794	$33.04		

Information Certified as Accurate from Approved EPDS (requires signature from agency that approved EPDS)											Certified by State Agency	
End Product Code & Description		Net Weight Per Case (lbs.)	Servings Per Case	Net Weight per Serving (oz.)	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 ☐ Check for quick approval
A		B	C	D	E		F	G	H	I	J	K
70320-928	FC CN Glazed, Grilled Chicken Breast Filets (Whole Muscle)	31.25	175-225	Approx. 2.5	100103	CHICKEN LARGE CHILLED -BULK	39.03	No	$0.9794	$38.23		
70322-928	FC CN Glazed Grilled Chicken Breast Filets	30.39	215	2.26	100103	CHICKEN LARGE CHILLED -BULK	40.78	No	$0.9794	$39.94		
70324-928	FC CN Hot & Spicy Glazed Chicken Breast Filets	30.84	210	2.35	100103	CHICKEN LARGE CHILLED -BULK	41.34	No	$0.9794	$40.49		
70332-928	FC CN Whole Grain Breaded Golden Crispy Chicken Tenderloins	30.99	117	4.23	100103	CHICKEN LARGE CHILLED -BULK	34.29	No	$0.9794	$33.58		
70342-928	FC CN Whole Grain Breaded Hot & Spicy Chicken Tenderloins	30.99	119	4.14	100103	CHICKEN LARGE CHILLED -BULK	34.29	No	$0.9794	$33.58		
70352-928	FC CN Glazed Grilled Chicken Breast Tenders	30.71	210	2.34	100103	CHICKEN LARGE CHILLED -BULK	41.18	No	$0.9794	$40.33		
70362-928	FC CN Whole Grain Golden Crispy Breaded Chicken Breast Chunks	30.00	121	3.95	100103	CHICKEN LARGE CHILLED -BULK	32.74	No	$0.9794	$32.07		
70372-928	FC CN Whole Grain Breaded Hot & Spicy Breaded Chicken Breast Chunks	30.00	126	3.80	100103	CHICKEN LARGE CHILLED -BULK	32.74	No	$0.9794	$32.07		
70382-928	FC CN Glazed Grilled Chicken Breast Chunks	30.64	228	2.15	100103	CHICKEN LARGE CHILLED -BULK	41.59	No	$0.9794	$40.73		
70383-928	FC CN Peruvian Chicken Breast Chunks	30.24	168	2.88	100103	CHICKEN LARGE CHILLED -BULK	37.90	No	$0.9794	$37.12		
70387-928	FC CN Coated Chicken Breast Chunks	30.37	176	2.75	100103	CHICKEN LARGE CHILLED -BULK	41.92	No	$0.9794	$41.06		
CHICKEN - DARK												
413-928	FC Buffalo Style Glazed Chicken Drumsticks	30.00	80-128	3.75-6.0	100103	CHICKEN LARGE CHILLED -BULK	22.66	No	$0.9794	$22.39		
4621-928	FC Fajita Chicken Dark Meat Strips	30.00	160	3.00	100103	CHICKEN LARGE CHILLED -BULK	45.84	No	$0.9794	$44.90		
16702-928	FC Boneless, Skinless Chicken Dark Meat	30.00	168	2.85	100103	CHICKEN LARGE CHILLED -BULK	45.84	No	$0.9794	$44.90		
17443-928	FC Chicken Sausage Pattie	30.07	336	1.43	100103	CHICKEN LARGE CHILLED -BULK	44.75	No	$0.9794	$43.83		
18186-328	FC Chicken Sausage Patties with Biscuits	21.40	100	3.43	100103	CHICKEN LARGE CHILLED -BULK	13.24	No	$0.9794	$12.97		
19777	FC Chicken Meatball	10.00	61	2.62	100103	CHICKEN LARGE CHILLED -BULK	11.13	No	$0.9794	$10.90		
19957-328	FC Chicken Taco Meat	20.13	107	3.00	100103	CHICKEN LARGE CHILLED -BULK	27.93	No	$0.9794	$27.35		
20980-328	FC Sliced Chicken Ham	12.00	55	3.50	100103	CHICKEN LARGE CHILLED -BULK	17.29	No	$0.9794	$16.93		
22188-928	CN Sliced Chicken Pepperoni	20.00	320	1.00	100103	CHICKEN LARGE CHILLED -BULK	29.23	No	$0.9794	$28.63		
23987-928	FC WG Chicken Chili Crispito	15.53	72	3.45	100103	CHICKEN LARGE CHILLED -BULK	10.80	No	$0.9794	$10.58		
24313-928	FC CN Chicken Sausage Pattie	30.00	384	1.25	100103	CHICKEN LARGE CHILLED -BULK	44.62	No	$0.9794	$43.70		
24841-928	FC Breaded Chicken Sausgae Pattie Bites	30.45	156	3.12	100103	CHICKEN LARGE CHILLED -BULK	26.74	No	$0.9794	$26.19		
24450-928	FC Whole Grain Breaded Dark Meat Chicken Chunks	30.16	160	3.00	100103	CHICKEN LARGE CHILLED -BULK	46.69	No	$0.9794	$45.73		
26072-928	FC Boneless Skinless Chicken Dark Meat (Teriyaki Sauce)	37.32	180	3.30	100103	CHICKEN LARGE CHILLED -BULK	44.49	No	$0.9794	$43.57		
26073-928	FC Whole Grain Breaded Dark Meat Chicken Chunks (Tangerine Sauce)	35.80	142	4.00	100103	CHICKEN LARGE CHILLED -BULK	41.89	No	$0.9794	$41.03		
26074-928	FC Whole Grain Breaded Dark Meat Chicken Chunks (General Tso's Sauce)	35.80	142	4.00	100103	CHICKEN LARGE CHILLED -BULK	41.89	No	$0.9794	$41.03		

Information Certified as Accurate from Approved EPDS (requires signature from agency that approved EPDS)											Certified by State Agency	
End Product Code & Description		Net Weight Per Case (lbs.)	Servings Per Case	Net Weight per Serving (oz.)	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 ☐ Check for quick approval
A		B	C	D	E		F	G	H	I	J	K
26435-928	Fully Cooked Oven Roasted Glazed Chicken Drumsticks	30.00	80-128	3.75-6.0 oz	100103	CHICKEN LARGE CHILLED -BULK	23.80	No	$0.9794	$23.31		
26436-928	Fully Cooked Mesquite Glazed Chicken Drumsticks	30.00	80-128	3.75-6.0 oz	100103	CHICKEN LARGE CHILLED -BULK	23.90	No	$0.9794	$23.41		
27001-928	Fully Cooked Oven Roasted Glazed Chicken Drumstick	20.74	68 - 100	3.31-4.95 oz	100103	CHICKEN LARGE CHILLED -BULK	15.44	No	$0.9794	$15.12		
29001-928	Fully Cooked Mesquite Glazed Chicken Drumstick	20.74	68 - 100	3.31-4.90 oz	100103	CHICKEN LARGE CHILLED -BULK	15.48	No	$0.9794	$15.16		
36233-928	FC CN Chicken Crumble	20.00	106	3.00	100103	CHICKEN LARGE CHILLED -BULK	33.07	No	$0.9794	$32.39		
83860-928	FC CN Dark Chicken Patties	30.00	200	2.40	100103	CHICKEN LARGE CHILLED -BULK	51.12	No	$0.9794	$50.07		
666010-928	Fully Cooked Whole Grain Breaded Chicken Drumsticks	29.64	72 - 108	4.40-6.60 oz	100103	CHICKEN LARGE CHILLED -BULK	23.72	No	$0.9794	$23.23		
CHEESE												
701422	12x16 WGR STUFFED CRUST PIZZA	25.90	80	5.17	110244	CHEESE MOZ LM PT SKM UNFZ PROC PK(41125)	10.00	No	$1.8987	$18.99		
702011	6" WGR BOSCO STICKS	19.30	144	2.14	110244	CHEESE MOZ LM PT SKM UNFZ PROC PK(41125)	9.00	No	$1.8987	$17.09		
702015	7" WBR BOSCO STICKS	19.80	108	2.93	110244	CHEESE MOZ LM PT SKM UNFZ PROC PK(41125)	10.13	No	$1.8987	$19.22		
702110	7" WG BOSCO STICKS	19.30	108	2.86	110244	CHEESE MOZ LM PT SKM UNFZ PROC PK(41125)	6.75	No	$1.8987	$12.82		
702372	7" WGR PIZZA BOSCO STICKS	16.80	72	3.72	110244	CHEESE MOZ LM PT SKM UNFZ PROC PK(41125)	3.47	No	$1.8987	$6.58		
702672	6" WGR IW BOSCO STICKS	11.30	72	2.51	110244	CHEESE MOZ LM PT SKM UNFZ PROC PK(41125)	2.93	No	$1.8987	$5.55		
703112	4" WGR PEPPERONI BOSCO STICKS	13.90	144	1.54	110244	CHEESE MOZ LM PT SKM UNFZ PROC PK(41125)	3.50	No	$1.8987	$6.65		
703114	4" WGR BOSCO STICKS	13.70	144	1.52	110244	CHEESE MOZ LM PT SKM UNFZ PROC PK(41125)	4.50	No	$1.8987	$8.54		
705672	6" WGR PRETZEL BOSCO STICKS	10.80	72	2.40	110244	CHEESE MOZ LM PT SKM UNFZ PROC PK(41125)	2.25	No	$1.8987	$4.27		

PROCESSOR:

Tyson Sales and Distributions, Inc.
Name of Company

Gail Ferguson - Dir Business Management
Name and Title of Authorized Representative

Signature 12/14/2015 Date Signed

USDA APPROVAL:
(not applicable for state summary)

USDA, AMS, LPS, Quality Assessment Division
Name of Approving Agency

Samantha Rhoderick, Asst. to the National Supervisor
Name and Title of Authorized Representative

Signature 12/14/2015 Date Signed

STATE AGENCY APPROVAL:

Name of Approving Agency

Name and Title of Authorized Representative

Signature Date Signed

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

SEPDS B

SUMMARY END PRODUCT DATA SCHEDULE

For Meat and Poultry Processed Under Guaranteed Minimum Return

Tyson

Fee for Service System Approved

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

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

THIS IS AN ORIGINAL SUMMARY SCHEDULE UNLESS CHECKED BELOW:

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

☐ Billed by Processor
☐ Billed by Distributor

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

End Product Code & Description	Net Weight Per Case	Servings Per Case	Net Weight per Serving	WBSCM Item Code	WBSCM Description	When Applicable: Minimum Percent Breading / CN Method	Estimated Cases of Finished Product Per Truckload (Poultry Only)	Lbs to Produce a Case (Meat Only)	Guaranteed Percent For Finished Product (GMR)	By Products Produced (none unless box is checked)	State Agency Certification: Effective Date	State Agency Certification: State Agency Acceptance/Approval ☐ Check for quick approval
A	B	C	D	E		F	G	H	I	J	K	L
3522 FC Charbroiled Chicken Fajita Meat	39.93	Approx 228	2.80	100103	CHICKEN LARGE CHILLED -BULK		415		46.03%	No		

Processor

Tyson Sales and Distribution, Inc.
Name of Company

Gail Ferguson - Dir Business Management
Name and Title of Authorized Representative

Gail Ferguson 11/16/2015
Signature Date Signed

USDA APPROVAL: (Not applicable for State Summary)

USDA, AMS, LPS, Quality Assessment Division
Name of Approving Agency

Michelle Degenhart, Assistant to the Director
Name and Title of Authorized Representative

Michelle Degenhart 11/16/2015
Signature Date Signed

STATE AGENCY APPROVAL:

Name of Approving Agency

Name and Title of Authorized Representative

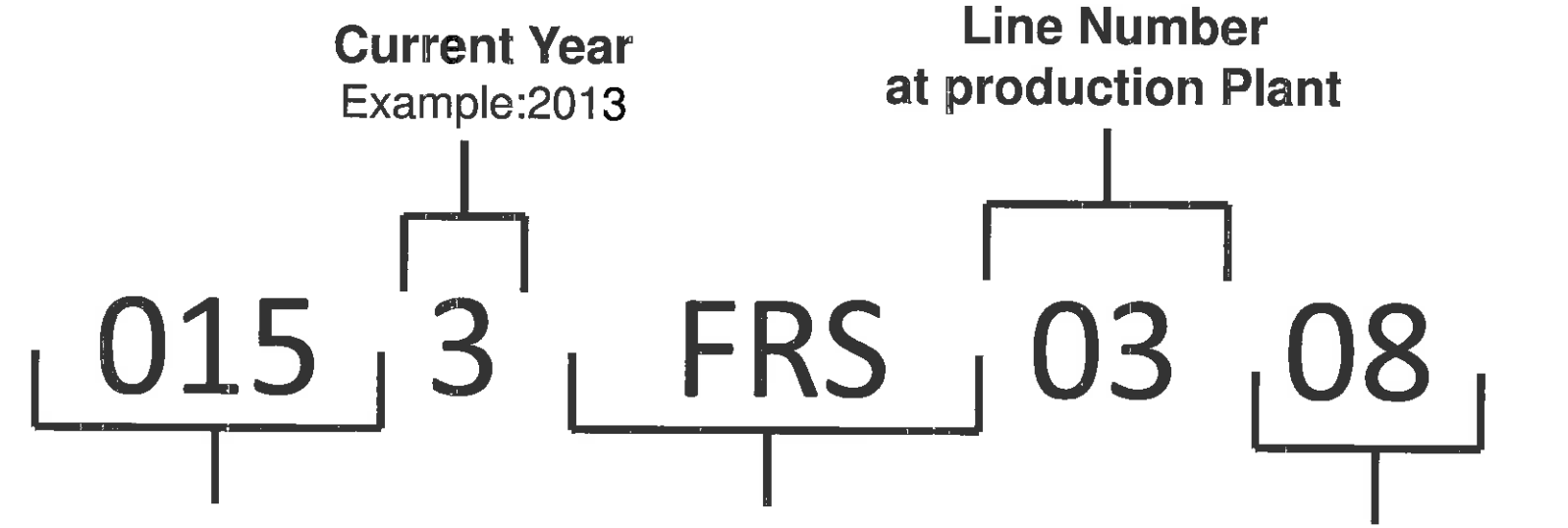
Signature Date Signed

Contract Value Per Pound: (basis for paying for lost or damaged goods, and missed yields)

100103	$0.9794

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

Track back to exact date & time of production

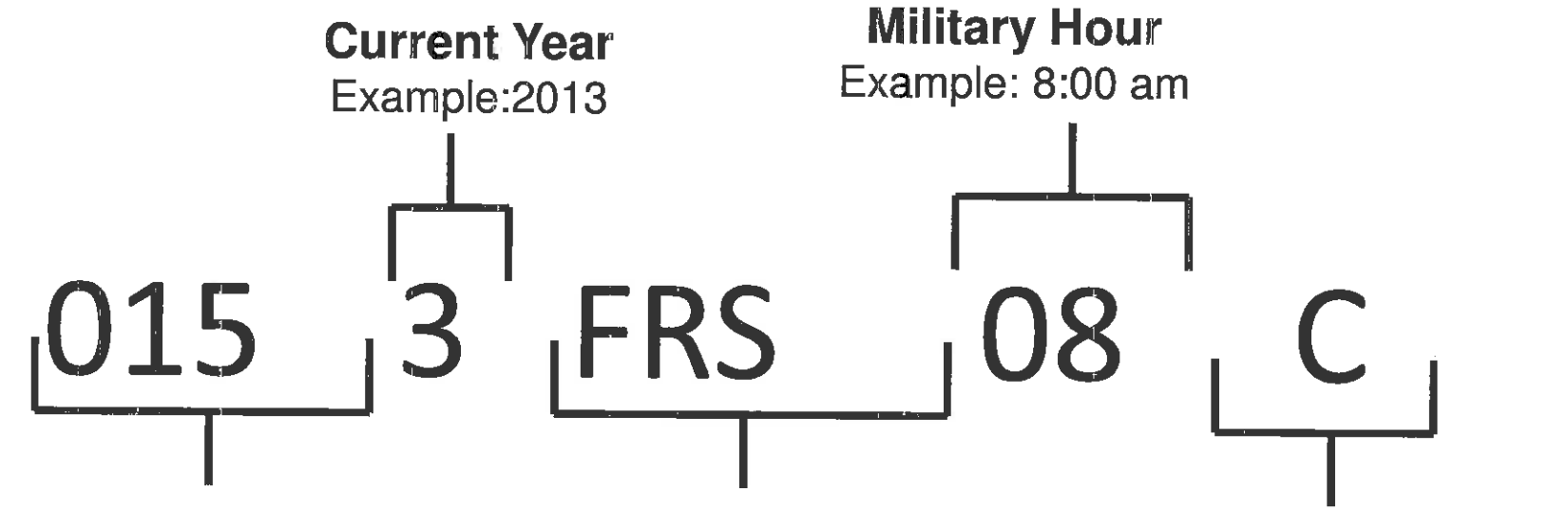


LOT NUMBER

0153FRS0308

P-1239

TYSON PRODUCTION DATE CODE FORMAT



LOT NUMBER

0153FRS08C

P-1239

SUBCONTRACTOR AGREEMENT

Subcontractor Agreement: Authority USDA FNS 7 CFR Part 250

Whereas, Tyson Foods, Inc. (Primary Processor) holds a National Master Processing Agreement (hereinafter "Agreement") with the U.S. Department of Agriculture Food and Nutrition Service and whereas _Better Baked Foods, Co._(Subcontractor) desires and is capable of performing part of the Agreement, namely _assembling and individually wrapping sandwiches_. It is further agreed that the Subcontractor mentioned above will conform to all terms and conditions of the above named Agreement, making this addendum part of that Agreement.

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

A. Quantity of raw DF received from Primary Processor for each month.
B. Quantities of raw DF and end products remaining on hand for each month.
C. Quantities of end products delivered to RA or back to the Primary Processor.

Subcontractor will attach a signed End Product data Schedule to this Addendum for the end products that are being processed, or any other function for which the Subcontractor is performing.

ALL PARTIES APPROVE BY SIGNING BELOW:

PRIMARY PROCESSOR

Processor: Tyson Foods, Inc. Address: 2200 Don Tyson Blvd., Springdale AR 72764
Name: Michael Turley Title: Vice President & General Manger of Government Sales

Signature: _____ Date: November 8, 2013

SUBCONTRACTOR

Subcontractor: Better Baked Foods, Co Address: 56 Smedley Street North East, PA 16428

Name: Joseph A. Palinelli Title: President

Signature: Joseph A Palinelli Date: 11-12-13

FNS APPROVAL

Name: Laura Castro Title: Director, Food Distribution Division

Signature: Laura Castro Date: 11/25/13

11-12-13

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

State of West Virginia
Request for Quotation
01 — Agricultural

Proc Folder: 170018
Doc Description: Processing USDA Chicken Commodity
Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2016-03-23	2016-04-20 13:30:00	CRFQ 1400 AGR1600000016	1

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:
Tyson Prepared Foods
Charles Boger
2200 Don Tyson Parkway Springdale, AR 72762
479-290-3519

FOR INFORMATION CONTACT THE BUYER
Linda Harper
(304) 558-0468
linda.b.harper@wv.gov

Signature X **FEIN #** **DATE**

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

ADDITIONAL INFORMAITON:

The West Virginia Purchasing Division for the Agency, The West Virginia Department of Agriculture is soliciting bids from qualified vendors to establish a "Open-End" contract for the purchase of Processing USDA Chicken Commodities per the Specifications, Terms & Conditions and bid requirements as attached.

INVOICE TO	SHIP TO
PROCUREMENT OFFICER 304-558-2221 AGRICULTURE DEPARTMENT OF ADMINISTRATIVE SERVICES 1900 KANAWHA BLVD E CHARLESTON WV 25305-0173 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 USDA Chicken Commodity	1.00000			

Comm Code	Manufacturer	Specification	Model #
50112000			

Extended Description :

Vendor MUST attach the completed Exhibit A Pricing Page from the Bid Documents when submitting bids through wvOASIS. Unit Price in the wvOasis commodity line is the Total Bid Amount from Exhibit A Pricing.

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Question Deadline 5:00 PM EST	2016-04-06

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 nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: Wednesday, April 6, 2016, 5:00 PM EST

Submit Questions to: Linda B. Harper
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: Linda.B.Harper@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 Chicken Commodity
BUYER: Linda Harper
SOLICITATION NO.: CRFQ AGR1600000016
BID OPENING DATE: Wednesday, April 20, 2016
BID OPENING TIME: 1:30 PM EST
FAX NUMBER: 304-558-3970

In the event that Vendor is responding to a request for proposal, 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. Submission of a response to a request for proposal is not permitted in wvOASIS. Additionally, 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).

Bid Opening Date and Time: Wednesday, April 20, 2016, 1:30 PM EST

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.

19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance."

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b."

21. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to

include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

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. "Bid" or **"Proposal"** means the vendors submitted response to this solicitation.

2.3. "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.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "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.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "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 July 1, 2016 and extends for a period of one (1) 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 three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed thirty-six (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.

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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.

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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: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

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 §§ 148-1-6.1.e.

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 laws, regulations, and ordinances.

20. PREVAILING WAGE: Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage requirements are applicable.

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). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

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. PRIVACY, SECURITY, AND 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. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

31. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, 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 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"). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. 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.

CERTIFICATIONAND SIGNATURE PAGE

By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated 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.

Tyson Prepared Foods
(Company)

Charles Boger-Director Pricing
(Authorized Signature) (Representative Name, Title)

479-290-3519 479-203-4246 4/13/2016
(Phone Number) (Fax Number) (Date)

REQUEST FOR QUOTATION
Chicken Products utilizing USDA Commodity 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 Chicken products utilizing USDA Commodity 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 items referred to in Section 3.1 below.

   2.2 **"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:** Vendor shall provide Agency with the Contract Items on an open-end and continuing basis.

   3.1.1 CONTRACT ITEMS MUST INCLUDE:

   3.1.1.1 Diced Chicken
   3.1.1.2 Chicken Fajita Strips
   3.1.1.3 Non Breaded Chicken Patty
   3.1.1.4 Whole Grain Chicken Nuggets
   3.1.1.5 Whole Grain Chicken Strips
   3.1.1.6 Whole Grain Chicken Patty

   3.1.2 APPLICABLE TO ALL ITEMS

   3.1.2.1 CN Labels must be summited with bid.
   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 should not 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 (0g added trans fat).

3.1.2.11 All end products which provide a grain contribution should be whole grain rich.

3.1.2.12 Sodium for all end products should not exceed 450 mg per serving (<450mg 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 who provides the lowest overall price per pound (sum of all items bid) in the Total Bid Amount by dividing Column "B" (the Processing Fee per case) by Column "A" the (Net Weight per Case per USDA Summary End Product Data Schedule) which equals the price per pound in Column "C".

Vendors who wish to submit bids online may submit information through the State's wvOASIS Vendor Self Service (VSS) portal. Vendors MUST download a copy of the Exhibit "A" Pricing Page located in the bid documents and include it as an attachment to their online response.

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.

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 should 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.

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 monthly 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: Charles Boger
Telephone Number: 479-290-3519
Fax Number: 479-203-4246
Email Address: k12bidgroup@tyson.com

NATIONAL PROCESSING AGREEMENT
STATE PARTICIPATION AGREEMENT

This Agreement is subject to the terms and conditions set forth in the National Processing Agreement made by and between the U.S. Department of Agriculture, Food and Nutrition Service and Tyson Prepared Foods (Processor).

State Distributing Agency WV Department of Agriculture, Food Distribution Program		Processor	Tyson Prepared Foods
Name	Darrell Carter	Name	Randall H. Collins
Title	Program Director	Title	Manager Regional Sales
Address	P.O. Box 1069	Address	2200 Don Tyson Parkway
City, State, Zip	Ripley, WV, 25271	City, State, Zip	Springdale, AR 72762
Contact	Darrell Carter	Contact	Randall H. Collins
Phone	304-558-0573	Phone	479-290-3452
Fax	304-372-3312	Fax	479-757-7196
E-mail	dcarter@wvda.us	E-mail	randy.collins@tyson.com k12bidgroup@tyson.com
Web Address	www.state.wv.us/admin/purchase/vrc	Web Address	www.tyson.com
Signature		Signature	
Date		Date	4/13/2016

Period of Agreement: This Agreement shall become effective on **July 1, 2016** and will terminate on **June 30, 2017**.

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 USED IN WV	Fee for Service – billed by processor	X
	~~Fee for Service – billed by distributor~~	

*Sales Verification Required

2. **Summary End Product Data Schedules (SEPDS).** Processor should 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 should match the label on the finished case.

SUMMARY END PRODUCT DATA SCHEDULES SUBMITTED WITH THIS BID PACKAGE SHOULD INCLUDE MAXIMUM PRICES WHICH WILL BE CHARGED TO WEST VIRGINIA FOR THE DURATION OF THE AGREEMENT (IF AN AGREEMENT IS AWARDED)

Do you use a subcontractor for the production of any items covered in this agreement?
☒ Yes ☐ No

If yes, please identify in an attachment the subcontractor by name, address, USDA plant number, and each item produced.

Processor must provide written notification to the State Agency of any change(s) to the SEPDS including the nature of the change(s); notification may be made electronically.

3. **CN Labeling.** Products, which contribute toward the school meal pattern requirements, may qualify for CN labeling. State should check those that apply.

☐ CN Labeling is optional. Recipient agencies may request CN labeled products.

☒ CN Labeling is required, if applicable for the processed product.

☒ Submit CN labels with SEPDS.

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

☐ Processor must provide nutrition information to RA upon request.

☐ Processor's nutrition information has been submitted to USDA Database

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

_____ (Provide the web address)

☒ Processor must submit nutrition information with the SEPDS

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

☐ 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 BID PACKAGE 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 SHOULD INCLUDE MAXIMUM PRICES WHICH WILL BE CHARGED TO WEST VIRGINIA FOR THE DURATION OF THE AGREEMENT (IF AN AGREEMENT IS AWARDED)

ALL PROVISIONS OF THE BID PACKAGE ARE BY REFERENCE INCORPORATED HEREIN

Tyson Foods, Inc.

Tyson Foods, Inc., in conjunction with K12 Foodservice.com, has developed a verification process for the value pass thru method "Net-Off Invoice", as stipulated in *7 CFR 250.19(b)(2), 250.30(d)(1) and 250.30(m)*. This process has been demonstrated for and received approval by David Brothers, Program Analyst, USDA Food and Nutrition Service, Food Distribution Division.

The verification process proposes to exceed the statistical sampling requirements by documenting and reporting the electronic access and review of recipient agency account information by every school participating in this commodity distribution option. Once account activity has been reviewed, a recipient agency with any concerns regarding the receipt of VPT will initiate a contact with the appropriate manufacturer through K12 Foodservice.com.

The process consists of five steps:

A. The recipient agency receives an automated email at the beginning of each month with a summary of their commodity account status.
B. The email will contain an encoded link that will pass username/password information required to access and review commodity account data as provided by the commercial distributor.
C. When the user accesses their account, the username/password, school name, date, and time are logged into a separate database.
D. A link to a detailed Account Summary is provided as well as the ability to query the order database on a variety of criteria.
E. The Account Summary contains individual invoice line item data as provided by the distributor. This information may be viewed as an annual total or broken-out by month.

A report of sales verification as well as user initiated VPT inquiries will be reported semi-annually.

How does Sales Verification via K12Foodservice.com work?

Manufacturers who use K12Foodservice.com to display commodity data for their school customers also choose to use K12Foodservice.com to satisfy the sales verification requirement as stated in 7CFR 250.19. When commodity transaction data from a certified commercial distributor is received and processed, this data is viewable at K12Foodservice.com for the distributor, broker, school district,

State DA, and USDA. On a monthly schedule, all K12Foodservice.com NOI customers receive an Email Reminder, with their username and password, requesting that they access their account on K12Foodservice.com.

Once logged in, each school district is asked to compare the previous month's online account and transaction information to their hard-copy invoices from the distributor. Each district is then asked to respond, for each of their manufacturers, whether or not the distributor provided the correct quantity and discount for their commodity purchases. If the online data matches their paper invoices, they are asked to submit a "Yes" response for that manufacturer. If there is a discrepancy, they should submit "No" and enter a brief description of the problem. At this point, the "No" response is sent to the manufacturer's representative and to the broker. School districts should receive a response to their discrepancy submission within 48 hours. All "No" responses and their resolutions are collected by the manufacturer and are submitted with the bi-annual verification reports to the states.

Monthly Sales Verification via K12Foodservice.com exceeds the USDA requirement in two ways; (1) all customers are asked to verify, not just a sample, and (2) customers are asked to verify on a monthly basis, not just every six months. This level of participation in sales verification also benefits the NOI school customers by providing them with data on commodity availability and usage for 18 processors, all within one website. When used by foodservice directors and menu planners, this information can help schools make the most of their commodity "dollars". State directors and manufacturers alike want districts to "use the commodities", and not to carry-over balances year after year. Monthly verification can raise awareness of school customers' under-utilized commodities.

How to view the Verification report on K12Foodservice.com

1. Access your account to K12Foodservice.com. If you do not know your username and password, please contact K12 Services (301-251-5515) to get set up.
2. Select a manufacturer to view data for on the left hand side of the screen. Once you have made this selection, click the link for "Verification.
3. Select a month and school year for data review and click "Submit". These tables display activity recorded during the month after the month you have selected. For example, selecting "January" displays results that were submitted in February. This is because we ask customers to log in and review data for the previous month, which we assume is complete by the 10th of the next month.

4. Verification results are calculated based on a statistically valid sample set of ACTIVE NOI customers within a state – this group is called the Population Requiring Verification. Only customers who have purchased NOI commodity products during the six-month period are asked to complete the verification process. These customers are listed in GREEN text on the verification report. Customers displayed in RED text have not received discounted (USDA) product and are not included in the population requiring verification.
5. The Verification report displays three levels of activity: (a)has the customer logged in to the website AT LEAST ONCE during the six month period (6 Month Status), (b) how many times have they logged on to the website during the current month (Monthly Logins), and (c) have they submitted a YES or NO verification for the current month.
6. Verification results for each state are based on the first level of activity, (a) the 6 Month Status. A statistically valid sample (number of schools) within the population requiring verification (Req. Sample Size) must log in to the website AT LEAST ONCE during the six month period.
7. There is a summary table at the bottom of the report that displays whether the manufacturer has reached the log-in requirement for your state. In this table, the 6 Month Login number must be equal to or greater than the Req. Sample Size.

- Subcontractor:
  - Better Baked Foods- 56 Smedly Street, North East PA 16428
  - USDA Plant Number- P88484A
  - Products Provided:018186-0328, 025838-0328, & 025839-0328

SUBCONTRACTOR AGREEMENT

Subcontractor Agreement: Authority USDA FNS 7 CFR Part 250

Whereas, Tyson Foods, Inc. (Primary Processor) holds a National Master Processing Agreement (hereinafter "Agreement") with the U.S. Department of Agriculture Food and Nutrition Service and whereas _Better Baked Foods, Co._(Subcontractor) desires and is capable of performing part of the Agreement, namely _assembling and individually wrapping sandwiches_. It is further agreed that the Subcontractor mentioned above will conform to all terms and conditions of the above named Agreement, making this addendum part of that Agreement.

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

A. Quantity of raw DF received from Primary Processor for each month.
B. Quantities of raw DF and end products remaining on hand for each month.
C. Quantities of end products delivered to RA or back to the Primary Processor.

Subcontractor will attach a signed End Product data Schedule to this Addendum for the end products that are being processed, or any other function for which the Subcontractor is performing.

ALL PARTIES APPROVE BY SIGNING BELOW:

PRIMARY PROCESSOR

Processor: Tyson Foods, Inc. Address: 2200 Don Tyson Blvd., Springdale AR 72764
Name: Michael Turley Title: Vice President & General Manger of Government Sales

Signature: _____ Date: November 8, 2013

SUBCONTRACTOR

Subcontractor: Better Baked Foods, Co Address: 56 Smedley Street North East, PA 16428

Name: JOSEPH A. PACINELLI Title: PRESIDENT

Signature: _____ Date: 11-12-13

FNS APPROVAL

Name: Laura Castro Title: Director, Food Distribution Division

Signature: _____ Date: 11/25/13

11-12-13

SEPDS A

SUMMARY END PRODUCT DATA SCHEDULE

TYSON

☐ **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 (lbs.)**	**Servings Per Case**	**Net Weight per Serving (oz.)**	**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** ☐ **Check for quick approval**
A		B	C	D	E		F	G	H	I	J	K
CHICKEN - NATURAL PROPORTION												
2154-928	FC CN Whole Grain Breaded Chicken Pattie Fritter	30.80	150	3.29	100103	CHICKEN LARGE CHILLED -BULK	14.65	No	$0.9794	$14.35		
					100103W	CHICKEN LARGE CHILLED -WHITE MEAT	8.79	No	$0.9794	$8.61		
					100103D	CHICKEN LARGE CHILLED -DARK MEAT	5.86	No	$0.9794	$5.74		
2155-928	FC CN Whole Grain Chicken Chunk Fritters	28.35	157	3.00	100103	CHICKEN LARGE CHILLED -BULK	13.48	No	$0.9794	$13.20		
					100103W	CHICKEN LARGE CHILLED -WHITE MEAT	8.09	No	$0.9794	$7.92		
					100103D	CHICKEN LARGE CHILLED -DARK MEAT	5.39	No	$0.9794	$5.28		
2241-928	FC CN Whole Grain Spicy Homestyle Pepper Popcorn Chicken Fritters	28.90	120	3.85	100103	CHICKEN LARGE CHILLED -BULK	24.24	No	$0.9794	$23.74		
					100103W	CHICKEN LARGE CHILLED -WHITE MEAT	14.54	No	$0.9794	$14.24		
					100103D	CHICKEN LARGE CHILLED -DARK MEAT	9.70	No	$0.9794	$9.50		
2940-928	FC CN Whole Grain HomeStyle Popcorn Chicken Fritter	30.00	124	3.85	100103	CHICKEN LARGE CHILLED -BULK	25.17	No	$0.9794	$24.65		
					100103W	CHICKEN LARGE CHILLED -WHITE MEAT	15.10	No	$0.9794	$14.79		
					100103D	CHICKEN LARGE CHILLED -DARK MEAT	10.07	No	$0.9794	$9.86		
3731-928	FC CN Whole Grain Breaded Chicken Patties	26.25	103	4.07	100103	CHICKEN LARGE CHILLED -BULK	28.21	No	$0.9794	$27.63		
					100103W	CHICKEN LARGE CHILLED -WHITE MEAT	16.93	No	$0.9794	$16.58		
					100103D	CHICKEN LARGE CHILLED -DARK MEAT	11.28	No	$0.9794	$11.05		
3732-928	CN FC Whole Grain Breaded Chicken Chunks	26.42	107	3.95	100103	CHICKEN LARGE CHILLED -BULK	28.02	No	$0.9794	$27.44		
					100103W	CHICKEN LARGE CHILLED -WHITE MEAT	16.81	No	$0.9794	$16.46		
					100103D	CHICKEN LARGE CHILLED -DARK MEAT	11.21	No	$0.9794	$10.98		
3857-928	FC CN Whole Grain Krisp n Krunchy Chicken Pattie Fritters	31.05	140	3.53	100103	CHICKEN LARGE CHILLED -BULK	19.19	No	$0.9794	$18.79		
					100103W	CHICKEN LARGE CHILLED -WHITE MEAT	11.51	No	$0.9794	$11.27		
					100103D	CHICKEN LARGE CHILLED -DARK MEAT	7.68	No	$0.9794	$7.52		

Information Certified as Accurate from Approved EPDS (requires signature from agency that approved EPDS)											Certified by State Agency	
End Product Code & Description		Net Weight Per Case (lbs.)	Servings Per Case	Net Weight per Serving (oz.)	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 ☐ Check for quick approval
A		B	C	D	E		F	G	H	I	J	K
3859-928	FC CN Whole Grain Krispy N Krunchy Breaded Strip-Shaped Chicken Patie Fritters	31.86	141	3.60	100103	CHICKEN LARGE CHILLED -BULK	19.66	No	$0.9794	$19.26		
					100103W	CHICKEN LARGE CHILLED -WHITE MEAT	11.80	No	$0.9794	$11.56		
					100103D	CHICKEN LARGE CHILLED -DARK MEAT	7.86	No	$0.9794	$7.70		
5567-928	FC CN Whole Grain Breaded Chicken Patie Hot n Spicy w/packaging	30.28	148	3.26	100103	CHICKEN LARGE CHILLED -BULK	26.79	No	$0.9794	$26.24		
					100103W	CHICKEN LARGE CHILLED -WHITE MEAT	16.07	No	$0.9794	$15.74		
					100103D	CHICKEN LARGE CHILLED -DARK MEAT	10.72	No	$0.9794	$10.50		
5778-928	FC CN Whole Grain HomeStyle Breakfast Chicken Patie	20.00	200	1.30	100103	CHICKEN LARGE CHILLED -BULK	13.26	No	$0.9794	$12.99		
					100103W	CHICKEN LARGE CHILLED -WHITE MEAT	7.96	No	$0.9794	$7.80		
					100103D	CHICKEN LARGE CHILLED -DARK MEAT	5.30	No	$0.9794	$5.19		
16477-928	FC CN Whole Grain Breaded Chicken Patie	30.60	144	3.40	100103	CHICKEN LARGE CHILLED -BULK	16.09	No	$0.9794	$15.76		
					100103W	CHICKEN LARGE CHILLED -WHITE MEAT	9.65	No	$0.9794	$9.45		
					100103D	CHICKEN LARGE CHILLED -DARK MEAT	6.44	No	$0.9794	$6.31		
16478-928	FC CN Whole Grain Breaded Chicken Nuggets	30.60	144	3.40	100103	CHICKEN LARGE CHILLED -BULK	16.09	No	$0.9794	$15.76		
					100103W	CHICKEN LARGE CHILLED -WHITE MEAT	9.65	No	$0.9794	$9.45		
					100103D	CHICKEN LARGE CHILLED -DARK MEAT	6.44	No	$0.9794	$6.31		
21879-928	Fully Cooked Mesquite Glazed Chicken Pieces	23.08	57 - 100	3.7-6.5 oz	100103	CHICKEN LARGE CHILLED -BULK	18.40	No	$0.9794	$18.02		
					100103W	CHICKEN LARGE CHILLED -WHITE MEAT	11.04	No	$0.9794	$10.81		
					100103D	CHICKEN LARGE CHILLED -DARK MEAT	7.36	No	$0.9794	$7.21		
22830	FC Diced Chicken, Low Sodium	10.00	70	2.30	100103	CHICKEN LARGE CHILLED -BULK	14.22	No	$0.9794	$13.93		
					100103W	CHICKEN LARGE CHILLED -WHITE MEAT	8.53	No	$0.9794	$8.36		
					100103D	CHICKEN LARGE CHILLED -DARK MEAT	5.69	No	$0.9794	$5.57		
25560-928	FC Boneless Skinless Low Sodium All Natural Pulled Dark & White Chicken Meat	10.00	73	2.20	100103	CHICKEN LARGE CHILLED -BULK	14.21	No	$0.9794	$13.92		
					100103W	CHICKEN LARGE CHILLED -WHITE MEAT	4.97	No	$0.9794	$4.87		
					100103D	CHICKEN LARGE CHILLED -DARK MEAT	9.24	No	$0.9794	$9.05		
70304-928	FC CN Whole Grain Golden Crispy Chicken Patie Fritters	32.82	148	3.54	100103	CHICKEN LARGE CHILLED -BULK	15.36	No	$0.9794	$15.06		
					100103W	CHICKEN LARGE CHILLED -WHITE MEAT	9.23	No	$0.9794	$9.04		
					100103D	CHICKEN LARGE CHILLED -DARK MEAT	6.15	No	$0.9794	$6.02		

Information Certified as Accurate from Approved EPDS (requires signature from agency that approved EPDS)											Certified by State Agency	
End Product Code & Description		Net Weight Per Case (lbs.)	Servings Per Case	Net Weight per Serving (oz.)	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 ☐ Check for quick approval
A		B	C	D	E		F	G	H	I	J	K
70314-928	FC CN Whole Grain Hot & Spicy Chicken Fatue Fritters	32.82	148	3.53	100103	CHICKEN LARGE CHILLED -BULK	15.38	No	$0.9794	$15.06		
					100103W	CHICKEN LARGE CHILLED -WHITE MEAT	9.23	No	$0.9794	$9.04		
					100103D	CHICKEN LARGE CHILLED -DARK MEAT	6.15	No	$0.9794	$6.02		
70334-928	FC CN Whole Grain Golden Crispy Chicken Tender Shaped Fritters (3 Piece Serving)	31.86	150	3.39	100103	CHICKEN LARGE CHILLED -BULK	14.94	No	$0.9794	$14.63		
					100103W	CHICKEN LARGE CHILLED -WHITE MEAT	8.96	No	$0.9794	$8.78		
					100103D	CHICKEN LARGE CHILLED -DARK MEAT	5.98	No	$0.9794	$5.85		
70335-928	FC CN Whole Grain Golden Crispy Chicken Tender Shaped Fritters (4 Piece Serving)	30.17	142	3.40	100103	CHICKEN LARGE CHILLED -BULK	14.15	No	$0.9794	$13.86		
					100103W	CHICKEN LARGE CHILLED -WHITE MEAT	8.49	No	$0.9794	$8.32		
					100103D	CHICKEN LARGE CHILLED -DARK MEAT	5.66	No	$0.9794	$5.54		
70344-928	FC CN Whole Grain Hot & Spicy Chicken Tender Shaped Patties - 2 pieces	31.86	148	3.42	100103	CHICKEN LARGE CHILLED -BULK	14.94	No	$0.9794	$14.63		
					100103W	CHICKEN LARGE CHILLED -WHITE MEAT	8.96	No	$0.9794	$8.78		
					100103D	CHICKEN LARGE CHILLED -DARK MEAT	5.98	No	$0.9794	$5.85		
70364-928	FC CN Whole Grain Golden Crispy Chicken Chunk Fritters	32.81	149	3.50	100103	CHICKEN LARGE CHILLED -BULK	15.38	No	$0.9794	$15.06		
					100103W	CHICKEN LARGE CHILLED -WHITE MEAT	9.23	No	$0.9794	$9.04		
					100103D	CHICKEN LARGE CHILLED -DARK MEAT	6.15	No	$0.9794	$6.02		
70366-928	FC CN Whole Grain Golden Crispy Chicken Rings	34.84	150	3.70	100103	CHICKEN LARGE CHILLED -BULK	31.01	No	$0.9794	$30.37		
					100103W	CHICKEN LARGE CHILLED -WHITE MEAT	18.61	No	$0.9794	$18.22		
					100103D	CHICKEN LARGE CHILLED -DARK MEAT	12.40	No	$0.9794	$12.15		
70367-928	FC CN Whole Grain Golden Crispy Chicken Stick Fritters	31.50	146	3.44	100103	CHICKEN LARGE CHILLED -BULK	14.77	No	$0.9794	$14.47		
					100103W	CHICKEN LARGE CHILLED -WHITE MEAT	8.86	No	$0.9794	$8.68		
					100103D	CHICKEN LARGE CHILLED -DARK MEAT	5.91	No	$0.9794	$5.79		
70368-928	FC CN Whole Grain Golden Crispy Popcorn Chicken Fritters	32.79	155	3.36	100103	CHICKEN LARGE CHILLED -BULK	15.37	No	$0.9794	$15.05		
					100103W	CHICKEN LARGE CHILLED -WHITE MEAT	9.22	No	$0.9794	$9.03		
					100103D	CHICKEN LARGE CHILLED -DARK MEAT	6.15	No	$0.9794	$6.02		

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End Product Code & Description		Net Weight Per Case (lbs.)	Servings Per Case	Net Weight per Serving (oz.)	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 ☐ Check for quick approval
A		B	C	D	E		F	G	H	I	J	K
70374-928	FC CN Whole Grain Hot & Spicy Chicken Chunk Fritters	32.81	150	3.45	100103	CHICKEN LARGE CHILLED -BULK	15.38	No	$0.9794	$15.06		
					100103W	CHICKEN LARGE CHILLED -WHITE MEAT	9.23	No	$0.9794	$9.04		
					100103D	CHICKEN LARGE CHILLED -DARK MEAT	6.15	No	$0.9794	$6.02		
70377-928	FC CN Whole Grain Hot & Spicy Chicken Stick Fritters	31.50	146	3.44	100103	CHICKEN LARGE CHILLED -BULK	14.77	No	$0.9794	$14.47		
					100103W	CHICKEN LARGE CHILLED -WHITE MEAT	8.86	No	$0.9794	$8.68		
					100103D	CHICKEN LARGE CHILLED -DARK MEAT	5.91	No	$0.9794	$5.79		
70378-928	FC CN Whole Grain Hot & Spicy Popcorn Chicken	32.79	159	3.30	100103	CHICKEN LARGE CHILLED -BULK	15.37	No	$0.9794	$15.05		
					100103W	CHICKEN LARGE CHILLED -WHITE MEAT	9.22	No	$0.9794	$9.03		
					100103D	CHICKEN LARGE CHILLED -DARK MEAT	6.15	No	$0.9794	$6.02		
686000-928	FC Whole Grain Breaded Chicken Breast Pieces, Thighs and Drumsticks	29.64	57 - 100	4.7-8.4 oz	100103	CHICKEN LARGE CHILLED -BULK	23.29	No	$0.9794	$22.81		
					100103W	CHICKEN LARGE CHILLED -WHITE MEAT	13.97	No	$0.9794	$13.69		
					100103D	CHICKEN LARGE CHILLED -DARK MEAT	9.32	No	$0.9794	$9.12		
CHICKEN - WHITE												
15476-928	FC CN Glazed Chicken Breast Pattie	30.45	174	2.80	100103	CHICKEN LARGE CHILLED -BULK	34.46	No	$0.9794	$33.75		
15489-928	FC CN All Natural Whole Grain Breaded Chicken Chunk	29.57	108	4.35	100103	CHICKEN LARGE CHILLED -BULK	27.63	No	$0.9794	$27.06		
21122-928	FC CN Sweet Asian Style Glazed Whole Grain Breaded Chicken Breast Chunks	28.50	84	5.43	100103	CHICKEN LARGE CHILLED -BULK	21.09	No	$0.9794	$20.66		
21422-928	FC Whole Grain Breaded Chicken Breast Chunk Fritters	10.00	31	5.10	100103	CHICKEN LARGE CHILLED -BULK	9.40	No	$0.9794	$9.21		
22178	FC CN Whole Grain Battered Chicken Breast Chunk Fritters	23.12	98	3.75	100103	CHICKEN LARGE CHILLED -BULK	17.91	No	$0.9794	$17.54		
25838-328	FC Mini Chicken Sandwiches Whole Grain Breast Filets on Buns Twin Pack	24.63	60	6.57	100103	CHICKEN LARGE CHILLED -BULK	16.87	No	$0.9794	$16.52		
25839-328	FC Whole Grain Chicken Breast Filets on Biscuits	25.75	100	4.12	100103	CHICKEN LARGE CHILLED -BULK	14.06	No	$0.9794	$13.77		
38300-928	FC Grilled Chicken Breast Filet	10.00	54	3.00	100103	CHICKEN LARGE CHILLED -BULK	11.75	No	$0.9794	$11.51		
38350-928	FC Grilled Chicken Breast Filet	10.00	54	3.00	100103	CHICKEN LARGE CHILLED -BULK	11.45	No	$0.9794	$11.21		
70300-928	FC CN Whole Grain Golden Crispy Breaded Chicken Breast Filets (Whole Muscle)	30.00	104-136	Approx. 4.0	100103	CHICKEN LARGE CHILLED -BULK	30.90	No	$0.9794	$30.26		
70302-928	FC CN Whole Grain Golden Crispy Breaded Chicken Breast Filet	30.94	132	3.75	100103	CHICKEN LARGE CHILLED -BULK	33.74	No	$0.9794	$33.04		
70303-928	FC CN Whole Grain Homestyle Chicken Breast Filets	30.00	226	2.12	100103	CHICKEN LARGE CHILLED -BULK	31.84	No	$0.9794	$31.18		
70312-928	FC CN Whole Grain Hot & Spicy Breaded Breast Filet	30.90	132	3.75	100103	CHICKEN LARGE CHILLED -BULK	33.74	No	$0.9794	$33.04		

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A		B	C	D	E		F	G	H	I	J	K
70320-928	FC CN Glazed, Grilled Chicken Breast Filets (Whole Muscle)	31.25	175-225	Approx. 2.5	100103	CHICKEN LARGE CHILLED -BULK	39.03	No	$0.9794	$38.23		
70322-928	FC CN Glazed Grilled Chicken Breast Filets	30.39	215	2.26	100103	CHICKEN LARGE CHILLED -BULK	40.78	No	$0.9794	$39.94		
70324-928	FC CN Hot & Spicy Glazed Chicken Breast Filets	30.84	210	2.35	100103	CHICKEN LARGE CHILLED -BULK	41.34	No	$0.9794	$40.49		
70332-928	FC CN Whole Grain Breaded Golden Crispy Chicken Tenderloins	30.99	117	4.23	100103	CHICKEN LARGE CHILLED -BULK	34.29	No	$0.9794	$33.58		
70342-928	FC CN Whole Grain Breaded Hot & Spicy Chicken Tenderloins	30.99	119	4.14	100103	CHICKEN LARGE CHILLED -BULK	34.29	No	$0.9794	$33.58		
70352-928	FC CN Glazed Grilled Chicken Breast Tenders	30.71	210	2.34	100103	CHICKEN LARGE CHILLED -BULK	41.18	No	$0.9794	$40.33		
70362-928	FC CN Whole Grain Golden Crispy Breaded Chicken Breast Chunks	30.00	121	3.95	100103	CHICKEN LARGE CHILLED -BULK	32.74	No	$0.9794	$32.07		
70372-928	FC CN Whole Grain Breaded Hot & Spicy Breaded Chicken Breast Chunks	30.00	126	3.80	100103	CHICKEN LARGE CHILLED -BULK	32.74	No	$0.9794	$32.07		
70382-928	FC CN Glazed Grilled Chicken Breast Chunks	30.64	228	2.15	100103	CHICKEN LARGE CHILLED -BULK	41.59	No	$0.9794	$40.73		
70383-928	FC CN Peruvian Chicken Breast Chunks	30.24	168	2.88	100103	CHICKEN LARGE CHILLED -BULK	37.90	No	$0.9794	$37.12		
70387-928	FC CN Coated Chicken Breast Chunks	30.37	176	2.75	100103	CHICKEN LARGE CHILLED -BULK	41.92	No	$0.9794	$41.06		
CHICKEN - DARK												
413-928	FC Buffalo Style Glazed Chicken Drumsticks	30.00	80-128	3.75-6.0	100103	CHICKEN LARGE CHILLED -BULK	22.86	No	$0.9794	$22.39		
4621-928	FC Fajita Chicken Dark Meat Strips	30.00	160	3.00	100103	CHICKEN LARGE CHILLED -BULK	45.84	No	$0.9794	$44.90		
16702-928	FC Boneless, Skinless Chicken Dark Meat	30.00	168	2.85	100103	CHICKEN LARGE CHILLED -BULK	45.84	No	$0.9794	$44.90		
17443-928	FC Chicken Sausage Pattie	30.07	336	1.43	100103	CHICKEN LARGE CHILLED -BULK	44.75	No	$0.9794	$43.83		
18186-328	FC Chicken Sausage Patties with Biscuits	21.40	100	3.43	100103	CHICKEN LARGE CHILLED -BULK	13.24	No	$0.9794	$12.97		
19777	FC Chicken Meatball	10.00	61	2.62	100103	CHICKEN LARGE CHILLED -BULK	11.13	No	$0.9794	$10.90		
19957-328	FC Chicken Taco Meat	20.13	107	3.00	100103	CHICKEN LARGE CHILLED -BULK	27.93	No	$0.9794	$27.35		
20980-328	FC Sliced Chicken Ham	12.00	55	3.50	100103	CHICKEN LARGE CHILLED -BULK	17.29	No	$0.9794	$16.93		
22188-928	CN Sliced Chicken Pepperoni	20.00	320	1.00	100103	CHICKEN LARGE CHILLED -BULK	29.23	No	$0.9794	$28.63		
23987-928	FC WG Chicken Chili Crispito	15.53	72	3.45	100103	CHICKEN LARGE CHILLED -BULK	10.80	No	$0.9794	$10.58		
24313-928	FC CN Chicken Sausage Pattie	30.00	384	1.25	100103	CHICKEN LARGE CHILLED -BULK	44.62	No	$0.9794	$43.70		
24841-928	FC Breaded Chicken Sausgae Pattie Bites	30.45	156	3.12	100103	CHICKEN LARGE CHILLED -BULK	26.74	No	$0.9794	$26.19		
24450-928	FC Whole Grain Breaded Dark Meat Chicken Chunks	30.16	160	3.00	100103	CHICKEN LARGE CHILLED -BULK	46.69	No	$0.9794	$45.73		
26072-928	FC Boneless Skinless Chicken Dark Meat (Teriyaki Sauce)	37.32	180	3.30	100103	CHICKEN LARGE CHILLED -BULK	44.49	No	$0.9794	$43.57		
26073-928	FC Whole Grain Breaded Dark Meat Chicken Chunks (Tangerine Sauce)	35.80	142	4.00	100103	CHICKEN LARGE CHILLED -BULK	41.89	No	$0.9794	$41.03		
26074-928	FC Whole Grain Breaded Dark Meat Chicken Chunks (General Tso's Sauce)	35.80	142	4.00	100103	CHICKEN LARGE CHILLED -BULK	41.89	No	$0.9794	$41.03		

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End Product Code & Description		Net Weight Per Case (lbs.)	Servings Per Case	Net Weight per Serving (oz.)	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 ☐ Check for quick approval
A		B	C	D	E		F	G	H	I	J	K
26435-928	Fully Cooked Oven Roasted Glazed Chicken Drumsticks	30.00	80-128	3.75-6.0 oz	100103	CHICKEN LARGE CHILLED -BULK	23.80	No	$0.9794	$23.31		
26436-928	Fully Cooked Mesquite Glazed Chicken Drumsticks	30.00	80-128	3.75-6.0 oz	100103	CHICKEN LARGE CHILLED -BULK	23.90	No	$0.9794	$23.41		
27001-928	Fully Cooked Oven Roasted Glazed Chicken Drumstick	20.74	68 - 100	3.31-4.95 oz	100103	CHICKEN LARGE CHILLED -BULK	15.44	No	$0.9794	$15.12		
29001-928	Fully Cooked Mesquite Glazed Chicken Drumstick	20.74	68 - 100	3.31-4.90 oz	100103	CHICKEN LARGE CHILLED -BULK	15.48	No	$0.9794	$15.16		
36233-928	FC CN Chicken Crumble	20.00	106	3.00	100103	CHICKEN LARGE CHILLED -BULK	33.07	No	$0.9794	$32.39		
83860-928	FC CN Dark Chicken Patties	30.00	200	2.40	100103	CHICKEN LARGE CHILLED -BULK	51.12	No	$0.9794	$50.07		
666010-928	Fully Cooked Whole Grain Breaded Chicken Drumsticks	29.64	72 - 108	4.40-6.60 oz	100103	CHICKEN LARGE CHILLED -BULK	23.72	No	$0.9794	$23.23		
CHEESE												
701422	12x16 WGR STUFFED CRUST PIZZA	25.90	80	5.17	110244	CHEESE MOZ LM PT SKM UNFZ PROC PK(41125)	10.00	No	$1.8987	$18.99		
702011	6" WGR BOSCO STICKS	19.30	144	2.14	110244	CHEESE MOZ LM PT SKM UNFZ PROC PK(41125)	9.00	No	$1.8987	$17.09		
702015	7" WBR BOSCO STICKS	19.80	108	2.93	110244	CHEESE MOZ LM PT SKM UNFZ PROC PK(41125)	10.13	No	$1.8987	$19.22		
702110	7" WG BOSCO STICKS	19.30	108	2.86	110244	CHEESE MOZ LM PT SKM UNFZ PROC PK(41125)	6.75	No	$1.8987	$12.82		
702372	7" WGR PIZZA BOSCO STICKS	16.80	72	3.72	110244	CHEESE MOZ LM PT SKM UNFZ PROC PK(41125)	3.47	No	$1.8987	$6.58		
702672	6" WGR IW BOSCO STICKS	11.30	72	2.51	110244	CHEESE MOZ LM PT SKM UNFZ PROC PK(41125)	2.93	No	$1.8987	$5.55		
703112	4" WGR PEPPERONI BOSCO STICKS	13.90	144	1.54	110244	CHEESE MOZ LM PT SKM UNFZ PROC PK(41125)	3.50	No	$1.8987	$6.65		
703114	4" WGR BOSCO STICKS	13.70	144	1.52	110244	CHEESE MOZ LM PT SKM UNFZ PROC PK(41125)	4.50	No	$1.8987	$8.54		
705672	6" WGR PRETZEL BOSCO STICKS	10.80	72	2.40	110244	CHEESE MOZ LM PT SKM UNFZ PROC PK(41125)	2.25	No	$1.8987	$4.27		

PROCESSOR:

Tyson Sales and Distributions, Inc.
Name of Company

Gail Ferguson - Dir Business Management
Name and Title of Authorized Representative

Signature — 12/14/2015 Date Signed

USDA APPROVAL:
(not applicable for state summary)

USDA, AMS, LPS, Quality Assessment Division
Name of Approving Agency

Samantha Rhoderick, Asst. to the National Supervisor
Name and Title of Authorized Representative

Signature — 12/14/2015 Date Signed

STATE AGENCY APPROVAL:

Name of Approving Agency

Name and Title of Authorized Representative

Signature — Date Signed

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

SEPDS B

SUMMARY END PRODUCT DATA SCHEDULE

Tyson
Fee for Service System Approved

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

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

For Meat and Poultry Processed Under Guaranteed Minimum Return

THIS IS AN ORIGINAL SUMMARY SCHEDULE UNLESS CHECKED BELOW:

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

☐ Billed by Processor
☐ Billed by Distributor

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

End Product Code & Description	Net Weight Per Case	Servings Per Case	Net Weight per Serving	WBSCM Item Code	WBSCM Description	When Applicable: Minimum Percent Breading / CN Method	Estimated Cases of Finished Product Per Truckload (Poultry Only)	Lbs to Produce a Case (Meat Only)	Guaranteed Percent For Finished Product (GMR)	By Products Produced (none unless box is checked)	State Agency Certification: Effective Date	State Agency Certification: State Agency Acceptance/Approval ☐ Check for quick approval
A	B	C	D	E		F	G	H	I	J	K	L
3522 FC Charbroiled Chicken Fajita Meat	39.93	Approx 228	2.80	100103	CHICKEN LARGE CHILLED -BULK		415		46.03%	No		

Processor

Tyson Sales and Distribution, Inc.
Name of Company

Gail Ferguson - Dir Business Management
Name and Title of Authorized Representative

11/16/2015
Date Signed

USDA APPROVAL:
(Not applicable for State Summary)

USDA, AMS, LPS, Quality Assessment Division
Name of Approving Agency

Michelle Degenhart, Assistant to the Director
Name and Title of Authorized Representative

Michelle Degenhart
Signature

11/16/2015
Date Signed

STATE AGENCY APPROVAL:

Name of Approving Agency

Name and Title of Authorized Representative

Signature

Date Signed

Contract Value Per Pound: (basis for paying for lost or damaged goods, and missed yields)

100103	$0.9794

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

INVITATION TO BID

To establish an agreement between the West Virginia Department of Agriculture Food Distribution Program and a processing firm to produce **CHICKEN PRODUCTS** using USDA Commodity **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 Chicken Products for use and consumption by West Virginia Schools and other authorized recipient agencies in the State of West Virginia.

Any processing company submitting a completed Bid Package under this Invitation must have an approved National Processing Agreement in place with USDA for the time period covered by this Invitation and any subsequent agreement(s) with the State of West Virginia. The contractual obligations under which a Processor may utilize USDA Commodities to manufacture and deliver specified end product(s) to the 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.

1a. CONTRACT PERIOD:

The State Participation Agreement shall be valid for a one (1) year period from July 1, 2016, through June 30, 2017.

2. PRODUCT FORMULA:

Processor should 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):

A Summary End Product Data Schedule (SEPDS) form with all applicable columns completed for each end product should be submitted and returned as part of the completed bid package.

ALL PRICING 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 should adhere to all specifications set forth herein for the duration of the Agreement.

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.

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 should be water fast, non-smearing, and of a color contrasting with the color of the container.

Each shipping container should be legibly initialed, stamped, or labeled to show:

A. The net weight.
B. Date of Manufacture-Processing and/or Best-If-Used-By Date.
C. 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 A) should be fully executed by bidding processor and returned as part of the completed bid package.

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 July 1, 2016 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:

June 30, 2017 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.

EXHIBIT A- PRICING PAGE

Commodity: USDA CHICKEN

RFQitem No.	Item Description	Estimated Annual Order Quantity (Cases) *	Net Wt per Case per USDA Summary End Product Data Schedule (lbs.) Column (A)	Processing Fee Per Case($) Column (B)	Price per Pound **Column (B) divided by Column (A) = Column (C)**	Tyson Material Number
3.1.1.1	DICED CHICKEN	2,800	10 lbs.	$15.50	$1.55	022830-0928
3.1.1.2	CHICKEN FAJITA STRIPS	3,500	39.93 lbs.	$73.87	$1.85	003522-0928
3.1.1.3	NON BREADED CHICKEN PATIY	4,800	10 lbs.	$27.20	$2.72	038350-0928
3.1.1.4	WHOLE GRAIN CHICKEN NUGGETS	5,300	28.35 lbs.	$34.30	$1.21	002155-0928
3.1.1.5	WHOLE GRAIN CHICKEN STRIPS	5,900	31.86 lbs.	$38.55	$1.21	070334-0928
3.1.1.6	WHOLE GRAIN CHICKEN PATIY	5,050	30.80 lbs.	$37.27	$1.21	002154-0928
	*Annual order quantity estimates for evaluation purposes only. Agency may have more or less order volume based upon need over the life of the contract.		**TOTAL BID AMOUNT (Sum of PRICE PER POUND for all items)**		$9.75	

Bidder / Vendor Information

Name:	Tyson Preapred Foods
Address:	2200 Don Tyson Parkway
	Springdale, AR 72762
Phone:	479-290-3519
Email Address:	k12bidgroup@tyson.com
Authorized Signature:	Charles Boger

NON- APPLICABLE

WV-10
Approved / Revised
08/01/15

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: _____ Signed: _____

Date: _____ Title: _____

STATE OF WEST VIRGINIA RFQ NO. AGR1600000016
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 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: Tyson Prepared Foods

Authorized Signature: _____ Date: 4/13/2016

State of ARKANSAS

County of Washington, to-wit:

Taken, subscribed, and sworn to before me this 13th day of April, 2016.

My Commission expires February 7, 2018.

AFFIX SEAL HERE

NOTARY PUBLIC Jeanne M. King

Jeanne M. King
Notary Public
Benton County
State of Arkansas
Commission #12364442
Commission Expires 2/7/18