



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

Request for Quotation

RFQ NUMBER
AGR0910

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
RON PRICE 304-558-0492

VENDOR

RICK SCHWANTES
JENNIE O TURKEY
P O BOX 778
WILMAR MN 56201

SHIP TO

DEPARTMENT OF AGRICULTURE
ADMINISTRATIVE SERVICES
BUILDING 2, ROOM 106
4720 BRENDA LANE
CHARLESTON, WV
25312 304-558-2221

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/18/2009				

BID OPENING DATE:

03/10/2009

BID OPENING TIME

01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		385-42		
PROCESSING USDA COMMODITY TURKEY						
OPEN END CONTRACT						
CONTRACT FOR PROCESSING USDA COMMODITY TURKEY INTO TURKEY ROASTS AND OTHER TURKEY PRODUCTS						
SPECIFICATIONS ATTACHED						
PRICE ADJUSTMENTS WILL BE CONSIDERED AT THE TIME OF RENEWAL IN ACCORDANCE WITH THE FOLLOWING:						
PRICE ADJUSTMENT PROVISION: THE STATE OF WEST VIRGINIA WILL CONSIDER BIDS THAT CONTAIN PROVISIONS FOR PRICE ADJUSTMENTS PRIOR TO THE ORIGINAL EXPIRATION OF THE CONTRACT, PROVIDED THAT SUCH PRICE ADJUSTMENT COVERS BOTH UPWARD AND DOWNWARD MOVEMENT OF THE COMMODITY PRICE, AND THAT ADJUSTMENT IS BASED ON THE "PASS THROUGH" INCREASE OR DECREASE OF RAW MATERIALS AND/OR LABOR, WHICH MAKE UP ALL OR A SUBSTANTIAL PART OF A PRODUCT. ADJUSTMENTS ARE TO BE BASED UPON AN ACTUAL DOLLAR FIGURE, NOT A PERCENTAGE. ALL PRICE ADJUSTMENT REQUESTS MUST BE SUBSTANTIATED IN A MANNER ACCEPTABLE TO THE DIRECTOR PURCHASING, E.G. GOVERNMENTAL BENCH MARKS, GENERAL MARKET INCREASE, PUBLISHED PRICE LISTS. SUCH REQUESTS FOR AND INCREASE SHOULD BE RECEIVED IN WRITING BY THE DIRECTOR OF PURCHASING AT LEAST 30 DAYS IN ADVANCE OF THE EFFECTIVE DATE OF THE INCREASE. ANY TIME THE VENDOR REQUESTS A PRICE ADJUSTMENT, THE PURCHASING DIVISION MAY EITHER						

RECEIVED

2009 MAR -3 AM 9:45

WV PURCHASING
DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

**GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



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

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2

ADDRESS CORRESPONDENCE TO ATTENTION OF

RON PRICE
304-558-0492

RFQ COPY

TYPE NAME/ADDRESS HERE

DEPARTMENT OF AGRICULTURE
ADMINISTRATIVE SERVICES
BUILDING 2, ROOM 106
4720 BRENDA LANE
CHARLESTON, WV

25312

304-558-2221

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/18/2009				

BID OPENING DATE:

03/10/2009

BID OPENING TIME

01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ACCEPT THE PRICE ADJUSTMENT AND AMEND THE CONTRACT ACCORDINGLY OR REJECT THE ADJUSTMENT IN ITS ENTIRETY AND CANCEL THE CONTRACT.						
NOTICE						
A SIGNED BID MUST BE SUBMITTED TO:						
DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:						
SEALED BID						
BUYER: RP-41						
RFQ. NO.: AGR0910						
BID OPENING DATE: 03/10/09						
BID OPENING TIME: 1:30PM						
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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3

ADDRESS CORRESPONDENCE TO ATTENTION OF

RON PRICE
304-558-0492

RFQ COPY

TYPE NAME/ADDRESS HERE

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DEPARTMENT OF AGRICULTURE
ADMINISTRATIVE SERVICES
BUILDING 2, ROOM 106
4720 BRENDA LANE
CHARLESTON, WV
25312 304-558-2221

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS		
02/18/2009						
BID OPENING DATE: 03/10/2009		BID OPENING TIME 01:30PM				
LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT

CONTACT PERSON (PLEASE PRINT CLEARLY):						

***** THIS IS THE END OF RFQ AGR0910 ***** TOTAL: _____						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE			TELEPHONE		DATE	
TITLE		FEIN		ADDRESS CHANGES TO BE NOTED ABOVE		

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

To establish an agreement between the West Virginia Department of Agriculture Donated Foods Program and a processing firm to produce turkey products using USDA Commodity A534 - TURKEY

SPECIAL PROVISIONS FOR THE PROCESSING OF TURKEY:

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 turkey into processed turkey products for use and consumption by West Virginia Schools and other authorized recipient agencies in the State of West Virginia.

Any processing company submitting a completed Bid Package under this Invitation must have an approved National Processing Agreement in place with USDA for the time period covered by this Invitation and any subsequent agreement(s) with the State of West Virginia. The contractual obligations under which a Processor may utilize USDA Commodities to manufacture and deliver specified end product(s) to the WV Department of Agriculture Food Distribution Program to ensure the return of quantity, quality, and value of such commodities is set forth in the National Processing Agreement and also in the State Participation Agreement, Bid Specifications and all other attachments included in this Bid Package.

1a. CONTRACT PERIOD:

The State Participation Agreement shall be valid for a one (1) year period from July 01, 2009, through June 30, 2010.

2. PRODUCT FORMULA:

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

A NUTRITIONAL ANALYSIS OF FINISHED PRODUCTS SHOULD BE PROVIDED WITH THIS BID PACKAGE. THE ANALYSIS IS TO INCLUDE THE AMOUNTS OF SODIUM, THE AMOUNTS OF SATURATED FAT, MONOSATURATED FAT, POLYSATURATED FAT; AND THE AMOUNT OF THEIR PERCENT OF CALORIES, TOTAL FAT GRAMS AND TOTAL CALORIES PER SERVING. ALSO, INFORMATION REGARDING COOKING/PREPARATION, HANDLING AND STORAGE SHOULD BE SUBMITTED. ANY BID PACKAGE SUBMITTED WITHOUT AN ADEQUATE AND COMPLETE NUTRITIONAL ANALYSIS AND THE OTHER OUTLINED INFORMATION MAY BE CONSIDERED DISQUALIFIED AND INVALID AND, THEREFORE, NOT AWARDED AN AGREEMENT.

3. SAMPLES:

The WV Department of Agriculture Food Distribution Program requests bidding processors submit samples of each item for testing purposes PRIOR TO THE DAY OF THE BID OPENING.

SAMPLES SUBMITTED SHOULD BE IN SUFFICIENT QUANTITY TO PERMIT EVALUATION BY A MINIMUM OF TWENTY (20) PEOPLE. SAMPLES SHOULD BE CLEARLY MARKED WITH APPROPRIATE PRODUCT NAMES AND CODES IDENTICAL TO THOSE ON SUBMITTED END PRODUCT DATA SCHEDULES.

Samples shall be submitted without charge PRIOR TO the BID OPENING DATE to:

WV Department of Agriculture
Food Distribution Program
908 Bullitt Street
Charleston, WV 25301

4. END PRODUCT DATA SCHEDULE (EPDS):

End Product Data Schedule (EPDS) forms and/or a Summary End Product Data Schedule (SEPDS) form with all applicable columns completed must be submitted for each end product and returned as part of the completed bid package.

ALL PRICING SUBMITTED ON EPDSs and/or SEPDSs and/or OTHERWISE SUBMITTED AS PART OF THE BID PACKAGE MUST BE THE ACTUAL MAXIMUM PRICE YOU WILL CHARGE WEST VIRGINIA FOR THE DURATION OF THIS AGREEMENT, NOT NATIONAL PRICES. ADDITIONALLY, ALL PRICES MUST BE BASED ON GUARANTEED MINIMUM RETURN ON A FEE-FOR-SERVICE BASIS. ALL EPDSs AND SEPDSs SHOULD BE ASCRIBED WITH ORIGINAL SIGNATURES IN BLUE INK. NEITHER ELECTRONIC NOR STAMPED SIGNATURES CAN BE ACCEPTED.

5. PRICE:

In addition to the pricing requirements outlined above in Number 4, prices quoted shall be firm for the duration of the Agreement. Prices must be based on "Guaranteed Minimum Return" and shall be calculated on a "Fee-for-Service" basis.

6. SPECIFICATIONS:

The commodities processed in conjunction with this Agreement shall adhere to the specifications marked as ATTACHMENT A.

7. PACKAGING AND LABELING:

The finished end products are to be packaged and shipped under the proper conditions recognized by the industry to ensure the return of a quality finished product free from damage and deformity upon delivery and as may otherwise be set forth in Attachment A - Specifications.

Packaging descriptions submitted and therefore agreed to by Processor (i.e. stated case sizes)

shall be firm for the duration of this Agreement.

7a. CONTAINER AND MARKING SPECIFICATIONS:

Packaged end-products shall be packed in good commercial fiberboard shipping containers which are acceptable by common or other carrier for safe transportation to point of destination specified in shipping instructions and shall be of a size to accommodate the products without slack filling or bulging. The container shall be securely sealed by gluing, or closed by use of a filament reinforced freezer-type tape, or Scotch Brand No. 3523 Cold Temperature Polyester Film Packaging Tape or its equal, or nonmetallic strapping having a heat-sealed or comparable friction weld joint. Staples and/or steel or wire straps shall not be used as closure for the container.

ALL PRODUCTS MUST BE PACKED IN CONTAINERS CAPABLE OF BEING STACKED FOR PALLETIZING AND/OR WAREHOUSING.

All packing and packing materials shall be new, clean, sanitary, and shall not impart objectionable odors or flavors to the product and shall be approved for use in contact with food products. Marking material shall be water fast, non-smearing, and of a color contrasting with the color of the container.

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

- A. The net weight.
- B. USDA inspection marks and plant number and name, and location of processor. Each container shall bear required labeling, USDA contract compliance stamp and certificate number.
- C. Date of Manufacture-Processing.
- E. Ingredient statement by order of predominance.
- F. The appropriate CN LABEL is to be affixed to each case and a copy of same CN LABEL attached to the EPDS. The CN LABEL identification number assigned by FNS is to be clearly shown.
- G. The proper recommended storage instructions.

8. DELIVERY:

The Processor agrees to process, produce and deliver the end products in truckload lots to a warehouse located (in or near Charleston) in West Virginia; so specified upon the order of the West Virginia Department of Agriculture.

Delivery quantities will be determined by the WV Department of Agriculture Food Distribution Program. The processor will be responsible for the delivery of the end product, undamaged, unspoiled, and fit for human consumption.

9. SHIPPING TERMS:

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

10. QUANTITY:

The quantity of turkey made available to West Virginia will vary according to commodity availability and USDA policy. The WV Department of Agriculture Food Distribution Program shall be the final

authority with regard to the total quantity of USDA commodities allocated for processing under this agreement.

11. PICK-UP:

From time to time commodities may have to be picked up for processing. In an instance of that unlikely event; the pick up point will be designated by the WV Department of Agriculture Food Distribution Program and will most usually be the Food Distribution warehouse in or near Charleston, WV. The cost of transportation to the processing plant may be added to the price of the finished end product (on a \$ per lb. processed product basis). Written permission from the WV Department of Agriculture Food Distribution Program is required for backhauling from Recipient Agencies.

12. ACCOUNTABILITY AND RECORDS:

The successful bidding processor shall be required to establish and maintain perpetual inventories and control of all commodities received for processing, performance and production records and other reporting systems as may be required by state and federal regulations.

13. PROCESSING AGREEMENT:

In addition to an approved National Processing Agreement with USDA, the successful bidding processor shall be required to execute a standard State Participation Agreement with the West Virginia Department of Agriculture, Food Distribution Program. The attached State Participation Agreement (ATTACHMENT B) must be fully executed in BLUE INK by bidding processor and returned as part of the completed bid package. Upon award, the State Participation Agreement executed by the successful bidding processor will be further executed in full by the appropriate Food Distribution Program personnel and become, at that time, in full force and effect. A copy of the fully executed State Participation Agreement will be sent to the successful bidding processor for processor's records.

13a. BASIS OF AWARD:

The West Virginia Purchasing Division shall award the contract to the lowest responsible bidder(s) who meets the requirements of the INVITATION TO BID, and who is considered best able to serve the interests of the State of West Virginia.

14. LIFE OF CONTRACT:

This contract is to become effective on July 01, 2009 and extend for a period of one year. The vendor may terminate this contract for any reason upon giving the Director of the WV Department of Agriculture Food Distribution Program and the Director of the Purchasing Division thirty (30) days written notice.

This contract may be declared immediately terminated at the option of the Director of the WV Department of Agriculture Food Distribution Program and/or the Director of the Purchasing Division if this contract and/or any of its terms, conditions, or covenants are not complied with by the Processor, or if any right thereunder in favor of the WV Department of Agriculture Food Distribution Program is threatened or jeopardized by processor or his agent.

This contract may be terminated by the agency only upon the return delivery of unencumbered and/or unobligated food and/or funds to the WV Department of Agriculture Food Distribution Program. In the event of termination due to non-compliance with the terms of this contract, or at the request of the 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 WV Department of Agriculture Food Distribution Program.

Unless specific provisions are stipulated elsewhere in this contract-agreement document, the terms, conditions, and pricing set herein are firm for the life of the contract.

15. RENEWAL:

June 30, 2010 is to be the expiration date of the contract-agreement. The contract may be extended for two 1-year periods. Any changes to date must be updated before any contract extension is granted including, but not limited to, pricing, yield, and the signature page.

16. LETTERS OF REFERENCE:

Bidding processors should provide **three (3) business references** with the completed bid package. These references will consist of current or previous customers and should include: the name of the company/agency, the most current mailing address and telephone number, and the name of at least one contact person.

17. BILLING:

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

18. PAYMENT:

The West Virginia Department of Agriculture Food Distribution Program will authorize and process for payment each invoice within thirty (30) days after the date of receipt.

ATTACHMENT A**FOR TURKEY PRODUCTS****1. END PRODUCT INFORMATION**

The following are the turkey products being solicited. These turkey products may contain no more than 8 grams of fat per 1 oz, no more than 630 mg of sodium per serving, and 0 trans fats.

- Turkey Bologna (approximate 2 oz. serving)
- Turkey Canadian Bacon (approximate 3.15 oz. serving)
- Deli Style Turkey Breast (approximate 3.5 oz. serving)
- Turkey Ham (approximate 3 oz. serving)
- Turkey Salami (approximate 3.4 oz. serving)
- Raw Ground Turkey (approximate 1 oz. serving)
- Cooked Turkey Roasts (approximate 3.2 oz. serving)
- Mini Turkey Corn Dogs (approximate 3 oz. serving)

2. GENERAL REQUIREMENTS

- CN Labels are required
- No MSG, artificial flavorings, colorings and/or preservatives
- Cases should have a gross weight of no more than 30 lbs.
- Each individual item is to be packaged in such a way that will prevent sticking together when frozen
- All frozen products are to be delivered at 0° F to -10° F and must show no signs of refreezing, thawing or freezer burn.
- A Poultry Grading Certificate shall accompany each shipment of finished end product showing that the product was produced under continuous supervision, that it is fit for human consumption, and that it meets the requirements of the specifications.

3. PRODUCT STANDARDS

- All products covered under this Agreement shall be formulated, manufactured, handled, stored, packaged, and shipped in compliance with the regulations and guidelines of the State of West Virginia, the United States Department of Agriculture, the Federal Food, Drug and Cosmetic Act, and all pertinent sections of the Code of Federal Regulations which govern Food Distribution and the National School Lunch Program, as well as Industry standards related to products for Food Distribution and the National School Lunch Program.
- Any end product not meeting the fabrication, formulation, and/or packaging requirements will be rejected by the WV Food Distribution Program and returned to Processor at Processor's expense.

NATIONAL MASTER PROCESSING AGREEMENT
STATE PARTICIPATION AGREEMENT

This Agreement is subject to the terms and conditions set forth in the National Master Processing Agreement made by and between the U.S. Department of Agriculture, Food and Nutrition Service and Jennie-O Turkey Store Sales, LLC (Processor).

State Distributing Agency
WV Department of Agriculture, Donated Foods Program

Processor

Jennie-O Turkey Store Sales, LLC

Name Darrell Carter

Name

Mark Nellermoe

Title Program Director

Title

VP of Food service

Address 908 Bullitt Street

Address

2505 Willmar Ave SW

City, State, Zip Charleston, WV, 25301

City, State, Zip

Willmar, MN 56201

Contact Darrell Carter

Contact

Jay Dwyer

Phone 304-558-0573

Phone

574-858-0430

Fax 304-558-2105

Fax

574-858-0911

E-mail dcarter@ag.state.wv.us

E-mail

jtdwyer@j-ots.com

Web Address www.state.wv.us/admin/purchase/vrc

Web Address www.jennietoTurkeyStore.com

Signature _____

Signature

[Signature]

Date _____

Date

2-25-09

Period of Agreement: This Agreement shall become effective on JULY 1, 2009 and will terminate on JUNE 30, 2010.

- 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 NMPA (National Master Processing Agreement).

Permitted By State	Value Pass Through System	Selected by Processor
	Direct Discount	
	Refund	
	Indirect Discount (net off invoice)*	
	Alternate Value Pass Thru System* (requires FNS approval)	
THIS IS THE ONLY VPT ALLOWED IN WV	Fee for Service – billed by processor	X
	Fee for Service – billed by distributor	

*Sales Verification Required

If sales verification is required, check one:

- ☐ State delegates sales verification to the processor
 [According to 250.19 (2)(vi) (C) states must review the processor's findings and select a random sub-sample of at least 10% of all sales verified by the processor and reverify the sales by re-contacting the RA]

Processor should submit their Sales Verification Plan to the State Agency.

- ☐ State will conduct sales verification

2. **Summary End Product Data Schedules (SEPDS).** Processor will submit SEPDS to State with the completed State Participation Agreement. The SEPDS contains summary information from approved EPDS and a master SEPDS approved by USDA. Processor may select specific EPDS for processing in a given state. The state also has the option to accept or reject individual products listed on the SEPDS, and in the case of multiple commodities available for processing, may accept or reject certain commodities for processing. Note: the case weight listed on the SEPDS **MUST** match the label on the finished case.

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

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

6. 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

7. ~~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.

8. Special Instructions for Delivery of End Product to Designated Delivery Locations:

ALL INSTRUCTIONS AND PROVISIONS OF THE INVITATION TO BID AND ATTACHMENT A – SPECIFICATIONS ARE BY REFERENCE INCORPORATED HEREIN

9. Additional State Requirements.

AS OUTLINED UNDER NUMBER 1 ABOVE, THE ONLY VALUE-PASS-THROUGH SYSTEM CURRENTLY ALLOWED BY WV IS FEE-FOR-SERVICE BILLED BY PROCESSOR

AS OUTLINED UNDER NUMBER 2 ABOVE, SUMMARY END PRODUCT DATA SCHEDULES SUBMITTED WITH THIS BID PACKAGE MUST INCLUDE MAXIMUM PRICES WHICH WILL BE CHARGED TO WEST VIRGINIA FOR THE DURATION OF THE AGREEMENT (IF AN AGREEMENT IS AWARDED)

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

SUBCONTRACTOR AGREEMENT

Subcontractor Agreement: Authority USDA FNS 7 CFR Part 250

Whereas **Jennie-O Turkey Store Sales, LLC** (Primary Processor) holds a National Master Processing Agreement (hereinafter "Agreement") with the U.S. Department of Agriculture Food and Nutrition Service and whereas **Double "D" Foods, Inc.** (Subcontractor) desires and is capable of performing part of the Agreement, namely **custom processing donated commodity A534 Bulk Whole Turkey**. 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: Jennie-O Turkey Store Sales, LLC Address: 2505 Willmar Ave. SW Willmar MN 56201

Name: Mark Nellermoe

Title: Vice President of Foodservice

Signature: 

Date: 1-18-07

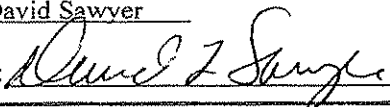
SUBCONTRACTOR

Subcontractor: Double "D" Foods, Inc.

Address: 7300 SW 29th Street Oklahoma City, OK 73179

Name: David Sawyer

Title: Operations Manager

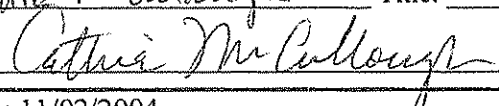
Signature: 

Date: 2-6-7

FNS APPROVAL

Name: Cathie McCullough

Title: Director, Food Distribution Division

Signature: 

Date: 3/7/07

Revision Date: 11/02/2004

SEPDS A

☐ **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

SUMMARY END PRODUCT DATA SCHEDULE

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)											
End Product Code & Description	Net Weight Per Case (lbs.)	Servings Per Case	Net Weight per Serving (oz.)	Donated Food (Use commodity code and short title)	DF Inventory Drawdown per case (lbs)	By Products Produced*	Value per pound of DF	Value of DF per case (F x H)	Certified by State Agency		Fee For Service
A	B	C	D	E	F	G	H	I	Effective Date	State Agency Acceptance/Approval	Per/LBS Pricing
									J	K	N
2025-24 Turkey Ham Log (Fixed Wt & Frozen)	24.00	114	3.37	A534 TURKEY BULK Dark Meat	24.27	No	\$0.9268	\$22.49		L	\$1.15
2031 Sliced Canadian Style Ham	25.00	267	1.50	A534 TURKEY BULK Dark Meat	21.56	No	\$0.9268	\$19.98		794	\$27.60
2032-25 NYC Sliced Canadian Style Turkey Ham	10.00	107	1.50	A534 TURKEY BULK Dark Meat	9.42	No	\$0.9268	\$8.73		894	\$41.25
2089-24 Turkey Ham Steak 1.69 oz	27.04	128	3.37	A534 TURKEY BULK Dark Meat	27.34	No	\$0.9268	\$25.34		2045	
2085 Sliced Turkey Combo Pack: Ham 20-3.18 oz avg Salami 21-3.01 oz avg Bologna 32-2.00 oz avg	12.00	73	varies	A534 TURKEY BULK Dark Meat	9.05	No	\$0.9268	\$8.39		705	\$47.32
2089 Sliced Oven Roasted Turkey Breast	12.00	55	3.49	A534 TURKEY BULK White Meat	9.40	No	\$0.9268	\$8.71		2128	\$17.40
2088-21 Sliced Smoked Turkey Breast 4-5.25 lb units per case	21.00	96	3.49	A534 TURKEY BULK White Meat	16.44	No	\$0.9268	\$15.24		1783	\$19.80
2089-21 Sliced Oven Roasted Turkey Breast 4-5.25 lb units	21.00	96	3.49	A534 TURKEY BULK White Meat	16.44	No	\$0.9268	\$15.24		1019	\$32.97
2150-12 Peppercorn Style Seasoned Turkey Slices 3.5"	12.00	69	2.75	A534 TURKEY BULK Dark Meat	12.40	No	\$0.9268	\$11.49		1019	\$32.97
2131-30 Oven Roasted Breast Log 3-10 lb units	30.00	128	3.76	A534 TURKEY BULK White Meat	28.56	No	\$0.9268	\$24.92		1553	\$28.80
2153-34 BBQ Thigh Entrée (28-36 lbs)	32.00 Avg. (28-36 lbs)	153	3.34	A534 TURKEY BULK Dark Meat	31.90	No	\$0.9268	\$29.57		631	\$43.20
2154-34 Tinga Thigh Entrée (28-36 lbs)	32.00 Avg. (28-36 lbs)	122	4.17	A534 TURKEY BULK Dark Meat	25.56	No	\$0.9268	\$23.69		604 Avg 19,328 Lbs Return	\$44.16
2155-34 Cuban Thigh Entrée (28-36 lbs)	32.00 Avg. (28-36 lbs)	155	3.29	A534 TURKEY BULK Dark Meat	32.37	No	\$0.9268	\$30.00		754 Avg 24,128 Lbs Return	\$50.56
2178-04 Raw Breast & Thigh Roast (41-49 lbs)	44.80 Avg. (41-49 lbs)	234	2.29 **	A534 TURKEY BULK White Meat	17.56	No	\$0.9268	\$16.27		595 Avg 19,040 Lbs Return	\$44.16
2307-24 1.55 oz Turkey Breast Steak	24.80	128	3.10	A534 TURKEY BULK Dark Meat	20.19	No	\$0.9268	\$18.71		954 Avg 42,739 Lbs Return	\$56.00
2361-02 Oven Roasted Turkey Breast	19.6 Avg. (18-22 lbs)	69	4.52	A534 TURKEY BULK White Meat	25.63	No	\$0.9268	\$23.75			\$2.00
2364-20 Blue Ribbon Oven Roasted Skinless Turkey Breast Reduced Sodium (Fixed Weight & Frozen)	19.20	70	4.41	A534 TURKEY BULK White Meat	11.99	No	\$0.9268	\$11.11		654	\$49.60
2364-40 Blue Ribbon Oven Roasted Skinless Turkey Breast Reduced Sodium (Fixed Weight & Frozen)	36.40	140	4.41	A534 TURKEY BULK White Meat	13.25	No	\$0.9268	\$12.28		1265	\$24.19
2565 Sliced Turkey Ham 12-1 lb units	12.00	60	3.18	A534 TURKEY BULK Dark Meat	26.49	No	\$0.9268	\$24.55		633	\$48.38
2565-21 Sliced Turkey Ham 4-5.25 lb units	21.00	106	3.18	A534 TURKEY BULK Dark Meat	11.83	No	\$0.9268	\$10.96		1628	\$19.80
2655-08 Sliced Turkey Pastrami 12-1 lb units	12.00	68	2.89	A534 TURKEY BULK Dark Meat	20.69	No	\$0.9268	\$19.18		931	\$32.97
2671 Turkey Ham 15% Water Added	41.00	194	3.37	A534 TURKEY BULK Dark Meat	12.42	No	\$0.9268	\$11.51		1551	\$19.80
2711-06 Pre-Cooked Turkey Bacon (1 oz MT/MT ALT)	7.50	203	0.59	A534 TURKEY BULK White Meat	38.05	No	\$0.9268	\$35.82			
2840-28 Pre-Cooked Turkey Taco Meat	28.00	150	2.97	A534 TURKEY BULK Dark Meat	3.09	No	\$0.9268	\$2.86		6385	\$65.33
2842-28 Pre-Cooked Turkey Sloppy Joe Meat	28.00	92	4.82	A534 TURKEY BULK Dark Meat	3.55	No	\$0.9268	\$3.29			
				A534 TURKEY BULK Dark Meat	29.27	No	\$0.9268	\$27.13		473	\$30.80
				A534 TURKEY BULK Dark Meat	17.77	No	\$0.9268	\$16.47		778	\$30.80

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

End Product Code & Description	Net Weight Per Case (lbs.)	Servings Per Case	Net Weight per Serving (oz.)	Donated Food (Use commodity code and short title)	DF Inventory Drawdown per case (lbs)	By Products Produced*	Value per pound of DF (F x H)	Value of DF per case (F x H)	Certified by State Agency Effective Date	State Agency Acceptance/Approval	Check for quick approval	Guaranteed Cases Finished Product Per Truck	Fee For Service Per/LBS Pricing	Fee For Service Case Pricing
A	B	C	D	E	F	G	H	I	J	K		L	M	N
2847-28 Pre-Cooked Turkey & Gravy	28.00	85	5.23	A534 TURKEY BULK White Meat	7.08	No	\$0.9268	\$6.56				2366	\$1.38	\$38.64
				A534 TURKEY BULK Dark Meat	8.14	No	\$0.9268	\$7.54						
2848-28 Pre-Cooked Ground Turkey Patty Crumbles	28.00	156	2.86	A534 TURKEY BULK Dark Meat	29.30	No	\$0.9268	\$27.16				472	\$1.10	\$30.80
2851-28 Pre-Cooked Turkey & BBQ Sauce	28.00	102	4.36	A534 TURKEY BULK White Meat	18.26	No	\$0.9268	\$16.92				917	\$1.80	\$50.40
2853-28 Pre-Cooked Turkey Spaghetti Sauce (White & Dark Meat)	28.00	91	4.89	A534 TURKEY BULK White Meat	8.01	No	\$0.9268	\$7.42				2090	\$1.10	\$30.80
				A534 TURKEY BULK Dark Meat	9.22	No	\$0.9268	\$8.55						
2854-28 Pre-Cooked Turkey Chili (White & Dark Meat)	28.00	105	4.23	A534 TURKEY BULK White Meat	9.29	No	\$0.9268	\$8.61				1802	\$1.10	\$30.80
				A534 TURKEY BULK Dark Meat	10.69	No	\$0.9268	\$9.91						
2855-28 Pre-Cooked Turkey Chorizo Meat (White & Dark Meat)	28.00	148	3.01	A534 TURKEY BULK White Meat	13.02	No	\$0.9268	\$12.07				1286	\$1.10	\$30.80
				A534 TURKEY BULK Dark Meat	14.98	No	\$0.9268	\$13.88						
2856-42 Pre-Cooked Turkey Chorizo Meat (White & Dark Meat)	42.00	223	3.01	A534 TURKEY BULK White Meat	19.53	No	\$0.9268	\$18.10				858	\$1.10	\$46.20
				A534 TURKEY BULK Dark Meat	22.47	No	\$0.9268	\$20.83						
2856-28 Pre-Cooked Turkey Taco (White & Dark Meat)	28.00	150	2.97	A534 TURKEY BULK White Meat	13.61	No	\$0.9268	\$12.61				1231	\$1.10	\$30.80
				A534 TURKEY BULK Dark Meat	15.65	No	\$0.9268	\$14.50						
2856-42 Pre-Cooked Turkey Taco (White & Dark Meat)	42.00	226	2.97	A534 TURKEY BULK White Meat	20.42	No	\$0.9268	\$18.93				821	\$1.10	\$46.20
				A534 TURKEY BULK Dark Meat	23.48	No	\$0.9268	\$21.76						
2857-28 Pre-Cooked Ground Turkey Patty Crumbles (White & Dark Meat)	28.00	156	2.86	A534 TURKEY BULK White Meat	13.63	No	\$0.9268	\$12.63				1229	\$1.10	\$30.80
				A534 TURKEY BULK Dark Meat	15.67	No	\$0.9268	\$14.52						
2858-28 Pre-Cooked Turkey Sloppy Joe Meat White & Dark	28.00	92	4.82	A534 TURKEY BULK White Meat	8.27	No	\$0.9268	\$7.66				2026	\$1.10	\$30.80
				A534 TURKEY BULK Dark Meat	9.50	No	\$0.9268	\$8.80						
2861-28 Pre-Cooked Turkey Taco Meat	28.00	150	2.97	A534 TURKEY BULK Dark Meat	29.27	No	\$0.9268	\$27.13						
3170-04 Cooked Breast & Thigh Roast	41.50 Avg. (33-45 lbs)	202	2.47 **	A534 TURKEY BULK White Meat	25.17	No	\$0.9268	\$23.33				658 666 Avg 27,639 Lbs Return	\$1.10 \$1.55	\$30.80 \$64.33
				A534 TURKEY BULK Dark Meat	14.69	No	\$0.9268	\$13.61						
6132 Country Recipe Turkey Sausage Patties (1 oz MNA)	10.25	160	1.03	A534 TURKEY BULK Dark Meat	9.97	No	\$0.9268	\$9.24				1386	\$1.97	\$20.19
6133 Pre Cooked Turkey Burger	28.75	200	2.38	A534 TURKEY BULK White Meat	15.75	No	\$0.9268	\$14.58				1065	\$1.98	\$58.91
				A534 TURKEY BULK Dark Meat	18.09	No	\$0.9268	\$16.77						
6139 Breaded Turkey Patty	24.50	112	3.50	A534 TURKEY BULK White Meat	21.06	No	\$0.9268	\$19.52				796	\$2.46	\$60.27
6140 Country Recipe Turkey Sausage Links (1 oz MNA)	10.25	160	1.03	A534 TURKEY BULK Dark Meat	9.97	No	\$0.9268	\$9.24				1386	\$2.05	\$21.01
6409 Diced Turkey Ham	10.00	50	3.18	A534 TURKEY BULK Dark Meat	9.62	No	\$0.9268	\$8.92				2002	\$1.50	\$15.00
6423 Diced Oven Roasted Turkey Breast	10.00	37	4.30	A534 TURKEY BULK White Meat	6.90	No	\$0.9268	\$6.39				2427	\$2.25	\$22.50
6447-20 Pre-Cooked Chunked Turkey Breast & Thigh	20.00	125	2.56	A534 TURKEY BULK White Meat	10.11	No	\$0.9268	\$9.37				1657	\$1.70	\$34.00
				A534 TURKEY BULK Dark Meat	11.63	No	\$0.9268	\$10.78						

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.)	Donated Food (Use commodity code and short title)	DF Inventory Drawdown per case (lbs)	By Products Produced*	Value per pound of DF	Value of DF per case (F x H)	Effective Date	State Agency Acceptances/Approval	Check for quick approval	
A	B	C	D	E	F	G	H	I	J	K	L	N
6448-20 Chunked Turkey Breast	20.00	125	2.56	A534 TURKEY BULK White Meat	21.74	No	\$0.9268	\$20.15			771	\$35.69
8028 Turkey Ham 20% Water Added	13.80 Avg. (11-15 lbs)	62	3.58	A534 TURKEY BULK Dark Meat	12.29	No	\$0.9268	\$11.39			1,567 Avg 21,624.6 Lbs	\$15.87
8089-02 Turkey Ham Log	1,400 Avg. (1,300-1500 lbs)	6847	3.37	A534 TURKEY BULK Dark Meat	1,415.63	No	\$0.9268	\$1,312.01			13.61 Avg 19,054 Lb	\$1,596.00
8130-30 Turkey Ham Log 3-10 lb units	30.00	142	3.37	A534 TURKEY BULK Dark Meat	30.33	No	\$0.9268	\$28.11			635	\$34.50
8131-30 Oven Roasted Breast 3-10 lb units	30.00	128	3.76	A534 TURKEY BULK White Meat	26.56	No	\$0.9268	\$24.62			631	\$43.20
8132-30 Turkey Pastrami Log 3-10 lb units	30.00	152	3.15	A534 TURKEY BULK Dark Meat	31.73	No	\$0.9268	\$29.41			607	\$34.50
8134 NYC Oven Roasted Turkey Breast	20.00	87	3.69	A534 TURKEY BULK White Meat	18.01	No	\$0.9268	\$16.69			930	
8134-20 NYC Oven Roasted Turkey Breast	20.00	87	3.69	A534 TURKEY BULK White Meat	18.01	No	\$0.9268	\$16.69			930	#VALUE!
8135-02 3.5" Turkey Ham Log	35.00 Avg. (32-35lbs)	166	3.37	A534 TURKEY BULK Dark Meat	35.39	No	\$0.9268	\$32.80			545 Avg 19,075 Lbs Return	\$38.15
8136-02 3.5" Oven Roast Turkey Breast Log	35.00 Avg. (32-35lbs)	148	3.76	A534 TURKEY BULK White Meat	30.99	No	\$0.9268	\$28.72			541 Avg 18,935 Lbs Return	\$47.95
8137-02 3.5" Turkey Pastrami Log	35.00 Avg. (32-35lbs)	177	3.15	A534 TURKEY BULK Dark Meat	37.02	No	\$0.9268	\$34.31			521 Avg 18,235 Lbs Return	\$38.15
8138-40 Smoked Dark Turkey Log	40.00	180	3.37	A534 TURKEY BULK White Meat	40.44	No	\$0.9268	\$37.48			477	#VALUE!
8139-01 Turkey Pastrami Log	1,400 Avg. (1,300-1500 lbs)	6847	3.37	A534 TURKEY BULK Dark Meat	1480.69	No	\$0.9268	\$1,372.31			13.01 Avg 18,214 Lb	#VALUE!
8180-01 Peppercorn Style Seasoned Turkey Logs Bined	1,400 Avg. (1,300-1500 lbs)	8028	2.79	A534 TURKEY BULK Dark Meat	1446.88	No	\$0.9268	\$1,340.97			13.31 Avg 18,634 Lb	#VALUE!
8307-24 3.10 oz Turkey Breast Steak	24.80	128	3.10	A534 TURKEY BULK White Meat	25.63	No	\$0.9268	\$23.75			654	\$49.60
8354-02 Grand Champ Oven Roasted Skinless Turkey Breast	19.50 Avg. (17-22 lbs)	81	3.86	A534 TURKEY BULK White Meat	16.79	No	\$0.9268	\$16.56			998 Avg 19,461 Lbs Return	\$30.62
8364-02 Blue Ribbon Oven Roasted Skinless Turkey Breast Reduced Sodium	19.50 Avg. (17-22 lbs)	71	4.41	A534 TURKEY BULK White Meat	13.45	No	\$0.9268	\$12.47			1,245 Avg 24,277.5 Lbs	\$25.16
8482 Sliced Smoked Turkey Breast 6-2 lb units	12.00	54	3.56	A534 TURKEY BULK White Meat	9.68	No	\$0.9268	\$8.97			1731	\$23.20
8483 Sliced Oven Roasted Turkey Breast 6-2 lb units	12.00	55	3.46	A534 TURKEY BULK White Meat	10.47	No	\$0.9268	\$9.70			1600	\$25.20
8483-01 Oven Roasted Breast Slicing Log	1,400 Avg. (1,300-1500 lbs)	5957	3.76	A534 TURKEY BULK White Meat	1239.49	No	\$0.9268	\$1,148.76			13.51 Avg 18,914 Lb	\$2,068.00
8528-01 Cuban Brand Turkey Breast Logs Bined	1,400 Avg. (1,300-1500 lbs)	5879	3.81	A534 TURKEY BULK White Meat	1,220.93	No	\$0.9268	\$1,131.56			13.72 Avg 19,208 Lb	#VALUE!

** Assuming a 75% stripping yield (As Served).

PROCESSOR:

Jennite-O Turkey Store Sales, LLC
Name of Company
Mark Nellermoe, VP of Foodservice
Name and Title of Authorized Representative
<i>Mark Nellermoe</i>
Signature
1/12/2009
Date Signed

USDA APPROVAL:

(not applicable for state summary)

USDA FNS FDD HQ
Name of Approving Agency
Raymond Mauff - Program Analyst
Name and Title of Authorized Representative
<i>Raymond Mauff</i>
Signature
2/11/2009
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



STATE OF WEST VIRGINIA
DEPARTMENT OF AGRICULTURE

Gus R. Douglass, Commissioner

Donated Foods Program

908 Bullitt Street

Charleston, West Virginia 25301

Telephone:(304)558-0573 Fax: (304)558-2105

Janet L. Fisher
Deputy
Commissioner

Steve Hannah
Deputy
Commissioner

MEMORANDUM

TO: State of West Virginia
Purchasing Division

CC: Gus R. Douglass, Commissioner
Jean F. Smith, Director Marketing and Development Division
Sandi Gillespie, Director Administrative Services Division
Cindy Fisher, Administrative Services Division

FROM: Darrell Carter, Director
Donated Foods Program
West Virginia Department of Agriculture
Marketing and Development Division

SUBJECT: Request for Quotations

DATE: January 16, 2009

As previously discussed and as was the case with the RFQ in 2006, the attached Request for Quotations for commodity processed food products do not require the vendor to provide a bond for our State. Each vendor responding to these requests are required to have a National Processing Agreement (NPA – Copy Attached for reference) with the United States Department of Agriculture (USDA). Under these NPAs, USDA retains full responsibility and liability for the products and therefore also holds the bonds (Copy of USDA Policy Memorandum FD-039 – Bonding in National Master Processing Agreements- attached for reference).

Please expedite these as much as possible. Thank you for your time and consideration in this matter. If you have any questions, please contact me or Melinda Scaggs at 558-0573.

DC/mds



Food Distribution National Policy Memorandum

United States
Department of
Agriculture

DATE: November 24, 2008

Food and
Nutrition
Service

POLICY NO.: FD-081: Summer Food Service Program (SFSP)

SUBJECT: Distribution of Donated Foods to Service Institutions
Participating in the Summer Food Service Program

3101 Park
Center Drive

Alexandria, VA
22302-1500

7 CFR Parts 225 and 250 provide for the distribution of donated foods to eligible service institutions (referred to as sponsors in 7 CFR Part 225) in the Summer Food Service Program (SFSP). These service institutions may include school food authorities (SFAs), residential summer camps, or other public or private nonprofit organizations that serve summer meals to children. Although the Richard B. Russell National School Lunch Act does not establish a specific per-meal value of donated food assistance in SFSP (as in the National School Lunch Program (NSLP)), Food and Nutrition Service (FNS) has traditionally provided donated food assistance in SFSP valued at 1.5 cents per meal served. Such assistance helps service institutions to provide nutritious meals to children participating in summer activities. However, the relatively small amount of donated food assistance provided presents some challenges to distributing agencies in distributing such foods in an efficient and cost-effective manner. For example, summer camps or programs sponsored by private nonprofit or public organizations may be eligible to receive only a limited quantity of donated foods, or may be located in remote areas. In this memorandum, we present several options for consideration by the distributing agency to help ensure that service institutions receive donated foods for use in the summer meals provided in SFSP in an efficient and cost-effective manner.

Distribution from Distributing Agency Storage Facilities

The distributing agency may distribute NSLP donated foods in its storage facilities to service institutions, as part of their SFSP "entitlement", if this would help to ensure that such institutions receive donated foods in a more timely and efficient manner. In such case, the distributing agency must subsequently report to FNS the types and amounts of NSLP donated foods that have been distributed in SFSP, so that FNS can make the appropriate adjustments on delivery orders and NSLP entitlements. However, the distributing agency may not distribute such NSLP donated foods to service institutions, for use in SFSP, in excess of such institutions' SFSP "entitlement", unless the distributing agency:

- 1) Determines, in consultation with SFAs, that such donated foods may not be efficiently used in NSLP; and
- 2) Receives approval from FNS to "redonate" such foods to service institutions in SFSP.

Policy Memorandum No. FD-081

Distribution through an SFA or School Co-op

The distributing agency may approve distribution of SFSP donated foods to service institutions through an SFA (or school co-op or consortium), in accordance with the distributing agency's agreement with the SFA, as required in 7 CFR 250.12(b), and in accordance with an agreement between the SFA and service institutions providing for such distribution. In accordance with its agreement with service institutions, the SFA may:

- 1) Submit orders for donated foods to the distributing agency on behalf of service institutions;
- 2) Store donated foods for service institutions together with its NSLP and SFSP donated foods;
- 3) Distribute any such donated foods requested by service institutions to meet their "entitlement", as well as any additional foods that may not be efficiently utilized by the SFA or school co-op; and
- 4) Assess a distribution charge to cover costs associated with storage and delivery of such foods to service institutions.

This means of distribution may be more cost-effective, as it would permit the distributing agency to consolidate shipments to a single distribution site, and would permit service institutions to receive foods (or to pick them up) from a distribution site closer to them. Service institutions would be responsible for making the necessary arrangements with the SFA to ensure receipt of donated foods, and must maintain a record of such receipt, in accordance with 7 CFR 250.16(a). Any question arising with respect to the distribution or control of such donated foods must be resolved by the SFA and service institutions, in accordance with their agreement.

Distribution through a Commercial Storage Facility or Other Organization

The distributing agency may arrange for the distribution of SFSP donated foods to a storage facility or other organization (such as a food bank) for subsequent distribution to service institutions. This means of distribution may be more cost-effective, as the storage facility or other organization may be located closer to service institutions, thus reducing any distribution charge. Such distribution must be made in accordance with an agreement between the distributing agency and the appropriate organization, as required in 7 CFR 250.12(b), or, for a commercial storage facility, in accordance with a contract, as required in 7 CFR 250.14(d). Procurement of such service from a commercial enterprise using Federal funds must ensure compliance with Federal procurement requirements in 7 CFR Part 3016. All entities performing such a storage and distribution function would be subject to the storage and inventory requirements in 7 CFR Part 250 applicable to storage facilities at the distributing agency level. Service institutions would be responsible for making the necessary arrangements with the storage facility or other organization to ensure receipt of donated foods, in accordance with an agreement between the parties, and must maintain a record of receipt of such foods, in accordance with 7 CFR 250.16(a).

Policy Memorandum No. FD 081

Distribution through the TEFAP Network

The distributing agency may also distribute SFSP foods to service institutions using the TEFAP distribution network (i.e., food banks or other eligible recipient agencies, as defined in 7 CFR 251.3), if the distributing agency administers both SFSP and TEFAP. Such distribution must be performed in accordance with the distributing agency's agreement with the eligible recipient agency, as required in 7 CFR 251.2(c) and (d). Since service institutions serve predominantly needy persons, they are eligible to receive TEFAP foods as eligible recipient agencies, and, as emergency feeding organizations, would receive first priority in distribution of such foods, in accordance with 7 CFR 251.4(h). This means of distribution may be more cost-effective, as it would permit service institutions to receive consolidated deliveries of SFSP and TEFAP foods (or to pick up such foods at one time) from a food bank near them, which may reduce the charge assessed by the food bank for the cost of storage and distribution of such foods. Service institutions must have an agreement with such food bank or other eligible recipient agency, in accordance with 7 CFR 251.2(c) and (d), and must maintain a record of receipt of all SFSP and TEFAP foods received, in accordance with 7 CFR 250.16(a).

Processing and Purchase of End Products from a Commercial Distributor

The distributing agency may arrange for the delivery of SFSP donated foods to a processor for processing into end products that service institutions purchase through local commercial distributors for use in SFSP. Such processing must be performed in accordance with the requirements in Subpart C of 7 CFR Part 250, and in accordance with an agreement between the distributing agency and the processor. It also must ensure that service institutions receive credit for the value of donated foods in the end products, through a discount, or refund or rebate, in its purchase of the end products from the processor or distributor.



Cathie McCullough
Director
Food Distribution Division

STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT****VENDOR OWING A DEBT TO THE STATE:**

West Virginia Code §5A-3-10a provides that: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the **West Virginia Code**. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the **West Virginia Code** and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the **West Virginia Code** may take place before their work on the public improvement is begun.

ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

LICENSING:

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY:

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

Under penalty of law for false swearing (**West Virginia Code** §61-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

Vendor's Name: Jennie-O Turkey Store Sales, LLC
Authorized Signature: Mark Niekemue Date: 2/25/09

VENDOR PREFERENCE CERTIFICATE

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

1. **Application is made for 2.5% resident vendor preference for the reason checked:**

- ____ Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
- ____ Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
- ____ Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,

2. **Application is made for 2.5% resident vendor preference for the reason checked:**

- ____ Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

3. **Application is made for 2.5% resident vendor preference for the reason checked:**

- ____ Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

4. **Application is made for 5% resident vendor preference for the reason checked:**

- ____ Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,

5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**

- ____ Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,

6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**

- ____ Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (*West Virginia Code*, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: _____ Signed: _____

Date: _____ Title: _____

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

Every hero
should have
special powers.



2008-2009



Including our K-12 School Nutrition
Commodity Processing Program.

ADD MORE POWER TO YOUR MENU!



A foundation of fortitude

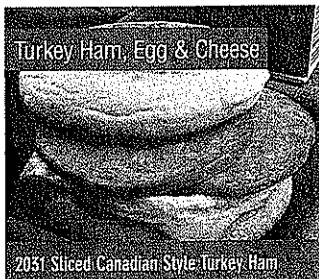
Foodservice Directors are introducing "Thursday is Turkey Day" to anchor their weekly menus with great-tasting, lower-in-fat proteins. It's a new tradition that kids can look forward to, while parents appreciate your role in building students' tastes for healthier options.

With great power comes great variety...and value

With more than 40 commodity products available — including sliced, diced, sauced, and pre-cooked items — it's easy to offer turkey in a variety of ways. Every Thursday, you can create excitement with fun meals such as enchiladas, chili, spaghetti, hero sandwiches, tacos...plus numerous comfort food favorites. You'll get consistent nutrition without sacrificing choice, and you'll get great value.

Who works tirelessly to promote health, variety, value and fun in the school cafeteria? Who has a keen eye for exciting new applications? Who's strong enough to uphold kids' nutrition in a world where it's constantly challenged?

A hero, that's who. And now, with Jennie-O Turkey Store's Commodity Processing Program, everyday heroes like you can add even more muscle to weekly menus.





K-12 School Nutrition Commodity Processing Program

2008-2009 School Year

Product Variety • Menu Versatility • Nutritional Power

							Nutritional Info			
CODE	DESCRIPTION	FRESH/ FROZEN	NET CASE WT. (LBS.)	PACK SIZE	MEAT BARK	CATCH WEIGHT	TOTAL CAL (Kcal)	TOTAL FAT (g)	SAT. FAT (g)	PROT (g)
TRADITIONAL ROASTS										
3170-04	Pre-Cooked Turkey Breast & Thigh Roast	Frozen	41.50	4/8.5-11.5 lbs.	Drk/Wht	Y	111.3	4.36	1.08	18.
PRE-COOKED DELI MEATS										
8354-02	Jennie-O Skinless Oven Roasted Turkey Breast <small>REDUCED SODIUM</small>	Fresh	19.50	2/9-11 lbs.	White	Y	85.8	0.86	0.28	17.
8364-02	Blue Ribbon Oven Roasted Turkey Breast – Reduced Sodium <small>REDUCED SODIUM</small>	Fresh	19.50	2/9-11 lbs.	White	Y	76.4	0.76	0.23	14.
2364-40	Blue Ribbon Oven Roasted Turkey Breast – Reduced Sodium <small>REDUCED SODIUM</small>	Frozen	38.40	4/9.6 lbs.	White	N	76.4	0.76	0.23	14.
8028	Deli Style Turkey Ham	Fresh	13.80	2/6-7 lbs.	Dark	Y	138.0	7.59	2.13	14.
2025-24	Turkey Ham <small>REDUCED SODIUM</small>	Frozen	24.00	4/6 lbs.	Dark	N	113.7	5.23	1.58	16.
8130-30	Turkey Ham Slicing Log <small>REDUCED SODIUM</small>	Fresh	30.00	3/10 lbs.	Dark	N	113.7	5.23	1.58	16.
8131-30	Oven Roasted Turkey Breast Slicing Log <small>REDUCED SODIUM</small>	Fresh	30.00	3/10 lbs.	White	N	89.0	0.72	0.25	18.
8132-30	Turkey Pastrami Slicing Log <small>REDUCED SODIUM</small>	Fresh	30.00	3/10 lbs.	Dark	N	143.5	7.05	1.96	17.
PRE-SLICED SOLUTIONS										
8482	Extra Lean Sliced Smoked Turkey Breast, .7 oz	Fresh	12.00	6/2 lbs.	White	N	88.1	1.06	0.33	18.
8483	Extra Lean Sliced Oven Roasted Turkey Breast, .7 oz	Fresh	12.00	6/2 lbs.	White	N	94.9	0.92	0.29	19.
2099	Extra Lean Sliced Oven Roasted Turkey Breast with White Meat, .5 oz. <small>REDUCED SODIUM</small>	Frozen	12.00	12/1 lbs.	White	N	110.0	3.24	0.90	17.
2099-21	Extra Lean Sliced Oven Roasted Turkey Breast with White Meat, .5 oz. <small>REDUCED SODIUM</small>	Frozen	21.00	4/5.25 lbs.	White	N	110.0	3.24	0.90	17.
2565	Extra Lean Sliced Turkey Ham, .5 oz. <small>REDUCED SODIUM</small>	Frozen	12.00	12/1 lbs.	Dark	N	113.7	5.23	1.58	16.
2565-21	Extra Lean Sliced Turkey Ham, .5 oz. <small>REDUCED SODIUM</small>	Frozen	21.00	4/5.25 lbs.	Dark	N	113.7	5.23	1.58	16.
2655-08	Extra Lean Sliced Turkey Pastrami, .5 oz.	Frozen	12.00	6/2 lbs.	Dark	N	139.0	6.37	1.81	17.
2095	Extra Lean Sliced Turkey Combo Pack (Ham), .5 oz. <small>REDUCED SODIUM</small>	Frozen	12.00	12/1 lbs.	Dark	N	113.7	5.23	1.58	16.
	Extra Lean Sliced Turkey Combo Pack (Salami), .5 oz.	Frozen			Dark	N	155.6	9.12	2.58	14.
	Extra Lean Sliced Turkey Combo Pack (Bologna), .5 oz.	Frozen			Dark	N	214.0	17.12	4.69	13.
6423	Diced Turkey Breast, 1/2" <small>REDUCED SODIUM</small>	Frozen	10.00	2/5 lbs.	White	N	76.4	0.76	0.23	14.
6409	Diced Turkey Ham, 1/2" <small>REDUCED SODIUM</small>	Frozen	10.00	2/5 lbs.	Dark	N	113.7	5.23	1.58	16.
CENTER-OF-PLATE SOLUTIONS										
2840-28*	Pre-Cooked Turkey Taco Meat	Frozen	28.00	4/7 lbs.	Dark	N	167.4	9.18	2.51	17.
2842-28*	Pre-Cooked Turkey Sloppy Joe Meat	Frozen	28.00	4/7 lbs.	Dark	N	128.6	5.19	1.53	12.
2847-28*	Pre-Cooked Turkey & Gravy	Frozen	28.00	4/7 lbs.	Drk/Wht	N	100.4	4.39	1.66	12.
2848-28*	Pre-Cooked Ground Turkey	Frozen	28.00	4/7 lbs.	Dark	N	139.1	7.56	1.99	16.
2851-28*	Pre-Cooked Turkey Breast & BBQ Sauce	Frozen	28.00	4/7 lbs.	White	N	111.3	1.15	0.34	13.
2853-28*	Pre-Cooked Turkey Spaghetti Meat Sauce	Frozen	28.00	4/7 lbs.	Drk/Wht	N	109.6	4.97	1.30	11.
2854-28*	Pre-Cooked Turkey Chili	Frozen	28.00	4/7 lbs.	Drk/Wht	N	105.2	3.03	0.85	15.
2855-28*	Pre-Cooked Turkey Chorizo	Frozen	28.00	4/7 lbs.	Drk/Wht	N	128.1	4.95	1.60	19.
2856-28*	Pre-Cooked Turkey Taco Meat W/D <small>NEW</small>	Frozen	28.00	4/7 lbs.	Drk/Wht	N	148.8	5.95	1.87	21.
8307-24	Pre-Sliced Turkey Breast Steak, 3.1 oz.	Frozen	24.80	4/6.2 lbs.	White	N	105.0	1.08	0.59	21.
2307-24	Pre-Sliced Turkey Breast Steak, 1.55 oz.	Frozen	24.80	4/6.2 lbs.	White	N	105.0	1.08	0.59	21.
2089-24	Pre-Sliced Turkey Ham Steak <small>NEW</small>	Frozen	27.04	4/6.76 lbs.	Dark	N	113.7	5.23	1.58	16.
6447-20	Pre-Cooked Chunked Turkey Breast & Thigh Meat	Frozen	20.00	4/5 lbs.	Drk/Wht	N	121.8	3.76	1.15	22.
6448-20	Pre-Cooked Chunked Turkey Breast Meat	Frozen	20.00	4/5 lbs.	White	N	100.0	0.88	0.31	23.
6139	Breaded Turkey Patty	Frozen	24.50	112/3.5 oz.	White	N	154.3	6.20	1.42	18.
BREAKFAST SOLUTIONS										
2031	Sliced Canadian Style Turkey Ham <small>REDUCED SODIUM</small>	Frozen	25.00	8/3.125 lbs.	Dark	N	114.8	5.01	1.42	15.
6132	Pre-Cooked Turkey Sausage Patty	Frozen	10.25	160/1.025 oz.	Dark	N	213.2	14.11	3.82	21.
6140	Pre-Cooked Turkey Sausage Link	Frozen	10.25	160/1.025 oz.	Dark	N	213.2	14.11	3.82	21.
2711-06	Premium PERFECT SLICE™ Fully Cooked Crispy Turkey Bacon	Frozen	6.37	12/50 slice	Drk/Wht	N	428.7	27.79	5.78	39.

*Indicates new product code for 2008 – 2009 school year based on change in pack size.

With the Jennie-O Turkey Store Full Substitution and Standard Yield Commodity Processing Program, we give you more options. You decide what products you want, the quantity you want, how you get them, and when you want them. All you have to do is divert your USDA's A-534 Bulk Turkey to Jennie-O Turkey Store and we process it into nutritious, delicious products for your menus that all of your students will enjoy.

n per 100 gram Serving					Nutritional Information per 2 oz. Mt/Mt Alternate Serving										
IRON (mg)	VIT. A (I.U.)	VIT. C (mg)	SODIUM (mg)	CALC. (mg)	SVG SIZE (oz)	SVG CASE	TOTAL CAL (Kcal)	TOTAL FAT (g)	SAT. FAT (g)	PROTEIN (g)	IRON (mg)	VIT. A (I.U.)	VIT. C (mg)	SODIUM (mg)	CALC. (mg)
0.8	0.0	1.2	605.0	4.5	2.47	202	76.9	3.01	0.75	13.09	0.5	0.0	0.8	418.4	3.1
0.4	0.0	0.9	813.0	4.3	3.86	81	92.7	0.93	0.30	18.82	0.4	0.0	1.0	878.7	4.6
0.5	0.0	0.4	431.0	17.1	4.41	71	94.7	0.94	0.29	18.18	0.7	0.0	0.5	534.4	21.2
0.5	0.0	0.4	431.0	17.1	4.41	140	94.7	0.94	0.29	18.18	0.7	0.0	0.5	534.4	21.2
1.2	27.7	1.5	910.0	9.2	3.58	62	138.3	7.61	2.13	14.74	1.2	27.7	1.5	912.2	9.2
1.1	43.0	1.9	689.0	7.9	3.37	114	107.3	4.94	1.49	15.13	1.0	40.6	1.8	650.1	7.5
1.1	43.0	1.9	689.0	7.9	3.37	142	107.3	4.94	1.49	15.13	1.0	40.6	1.8	650.1	7.5
0.8	0.0	1.1	798.0	6.1	3.76	128	93.7	0.76	0.26	19.18	0.8	0.0	1.2	840.1	6.4
1.3	16.3	1.8	835.0	13.3	3.15	152	126.5	6.22	1.73	15.56	1.2	14.4	1.6	735.3	11.7
0.6	0.0	0.9	913.2	8.8	3.56	54	87.8	1.06	0.33	18.24	0.6	0.0	0.9	910.3	8.8
0.5	0.0	0.9	1163.5	7.3	3.46	55	92.0	0.89	0.28	18.41	0.4	0.0	0.9	1127.2	7.1
0.5	0.0	0.8	570.0	6.8	3.49	55	107.5	3.17	0.88	16.71	0.5	0.0	0.8	554.1	6.6
0.5	0.0	0.8	570.0	6.8	3.49	96	107.5	3.17	0.88	16.71	0.5	0.0	0.8	554.1	6.6
1.1	43.0	1.9	689.0	7.9	3.18	60	101.2	4.66	1.41	14.29	1.0	38.3	1.7	613.2	7.0
1.1	43.0	1.9	689.0	7.9	3.18	106	101.2	4.66	1.41	14.29	1.0	38.3	1.7	613.2	7.0
1.3	31.3	2.0	811.0	13.7	2.89	66	112.2	5.14	1.46	14.35	1.1	25.3	1.6	655.2	11.1
1.1	43.0	1.9	689.0	7.9	3.18	73	101.2	4.66	1.41	14.29	1.0	38.3	1.7	613.2	7.0
1.4	43.3	2.0	1166.2	65.2	3.01		131.1	9.12	2.17	12.47	1.2	36.5	1.6	982.9	54.9
1.9	105.0	2.3	1144.5	117.6	2.00	37	119.8	9.59	2.63	7.56	1.1	58.8	1.3	640.9	65.8
0.5	0.0	0.4	431.0	17.1	4.30		92.0	0.92	0.28	17.65	0.6	0.0	0.5	518.9	20.6
1.1	43.0	1.9	689.0	7.9	3.18	50	101.2	4.66	1.41	14.29	1.0	38.3	1.7	613.2	7.0
2.3	52.5	1.1	495.0	26.0	2.97	150	139.2	7.63	2.09	14.59	1.9	43.7	0.9	426.7	66.2
1.4	16.3	4.0	551.8	58.1	4.82	92	173.4	6.99	2.06	17.22	1.9	22.0	5.4	744.1	78.4
0.7	73.0	0.5	448.7	8.6	5.23	85	147.0	6.43	2.43	18.72	1.0	106.9	0.7	657.0	12.6
1.6	60.0	0.7	231.5	87.1	2.86	156	111.3	6.05	1.60	13.45	1.3	48.0	0.5	495.4	69.7
1.4	0.0	0.5	667.7	43.6	4.36	102	135.9	1.40	0.42	16.92	1.7	0.0	0.7	815.1	53.2
1.4	0.0	10.0	304.0	60.6	4.89	91	129.5	4.16	1.25	17.72	1.5	0.0	11.8	380.6	33.4
1.3	0.0	4.9	343.0	21.2	4.23	105	126.7	3.65	1.02	18.30	1.5	0.0	5.9	413.0	25.5
1.6	51.0	1.2	412.4	22.4	3.01	148	107.6	4.16	1.34	16.56	1.4	42.8	1.0	346.4	18.8
2.1	0.0	1.0	495.0	26.0	2.97	150	123.7	4.95	1.56	17.53	1.8	0.0	0.8	411.6	21.6
0.5	0.0	0.5	478.5	6.5	3.10	128	91.1	0.94	0.51	19.09	0.4	0.0	0.5	415.3	5.7
0.5	0.0	0.5	478.5	6.5	3.10	128	91.1	0.94	0.51	19.09	0.4	0.0	0.5	415.3	5.7
1.1	43.0	1.9	689.0	7.9	3.38	128	107.6	4.95	1.50	15.17	1.0	40.7	1.8	652.1	7.5
1.2	0.0	0.5	569.0	6.8	2.56	125	87.0	2.69	0.82	15.73	0.8	0.0	0.4	406.6	4.8
0.5	0.0	0.5	484.0	3.3	2.56	125	72.6	0.64	0.22	16.73	0.3	0.0	0.4	351.2	3.3
0.9	20.0	0.8	560.7	13.2	3.50	112	151.2	6.07	1.39	18.19	0.8	19.6	0.7	549.5	12.9
1.1	27.3	1.6	729.0	7.1	1.5*	276	48.2	2.10	0.60	6.62	0.4	11.5	0.7	306.5	3.0
1.7	145.7	1.6	425.4	41.2	1.025*	160	61.2	4.05	1.10	6.24	0.5	41.8	0.5	122.1	11.8
1.7	145.7	1.6	425.4	41.2	1.025*	160	61.2	4.05	1.10	6.24	0.5	41.8	0.5	122.1	11.8
1.6	0.0	3.8	2220.0	32.4	5g (1 slice)	600 slices	20.0	1.50	0.00	2.00	0.0	0.0	0.0	110.0	0.0

*2031 = .75 oz. Mt/Mt Alternate; 6132 & 6140 = 1 oz. Mt/Mt Alternate

Program Details & Management Tools.

The commodity processing program that works for you.

First and foremost you must divert USDA's A-534 Bulk Turkey.

Jennie-O Turkey Store's USDA-approved **FULL SUBSTITUTION/STANDARD YIELD** commodity processing program is essential to menu planning success, allowing you to plan your turkey needs annually and not worry about product availability or commodity to commercial product code conversions...it's seamless!



Features

Full Substitution

Commercial Labels & Formulas

Comprehensive Product Line

Multiple Procurement Options:

Direct Delivery, State Contracted Warehouses, Commercial Distribution

Multiple Means of Commodity Processing and Pass Through Value (PTV) Available to All States. Options include NOI (Net Off Invoice), FFS (Fee For Service) & Modified Fee For Service – all of which must be approved by your state agency.

NOI (Net Off Invoice)

Benefits

Guarantees delivery of the products you want, when you want them, in quantities you can manage by distribution method of your choice from beginning to end of school year.

Allows a seamless flow from commodity to commercial purchases using the same product, same label, and same formula.

Provides multiple menu solutions for key dayparts: lunch, à la carte, breakfast, snacks. Enables you to effectively manage your commodities and eliminate menu fatigue.

Allows you to purchase in the most efficient manner for your district.

Allows the school to select the means that is most efficient for their program to integrate commodity purchases with commercial purchases, maximizing menu success and minimizing food cost.

Utilizes commercial distribution and allows the schools to combine commercial purchases with commodity purchases all on one truck in manageable quantities, with frequent deliveries and ONE invoice.

How our commodity program works:

Using USDA's A534, we can process your diverted commodity pounds into various combinations of products offered in our program providing you the most efficient and flexible way to spend your commodity turkey dollars.

Here's how it works:

- Using your Entitlement/PAL monies, you divert USDA's Commodity A-534 Bulk Turkey to Jennie-O Turkey Store.
- Jennie-O Turkey Store will provide you with our user-friendly Annual Commodity Planners (food based or nutrient standard) that will calculate the number of commodity pounds to divert.
- You must menu white and dark meat; our Annual Commodity Planner will help allocate your planned diversions into the correct ratio: 54% dark and 46% white.
- Direct diversion only, no backhauls.
- When your diverted commodities run out, keep ordering the same product with the same code. The only thing that changes is the price and the only difference is the value of your commodities.
- If you have remaining Entitlement/PAL monies available during the school year, we can work with you to divert additional pounds.

Comprehensive Jennie-O Turkey Store Commodity Processing Program Information

• Annual Commodity Planners • SEPDS Charts • Product Information Sheets • Promotional Programs • Contact Information • And More

www.jennieofoodservice.com/schools

Commodity Management & Tracking

Easily track and manage your commodities through k12foodservice.com. Here you have access to:

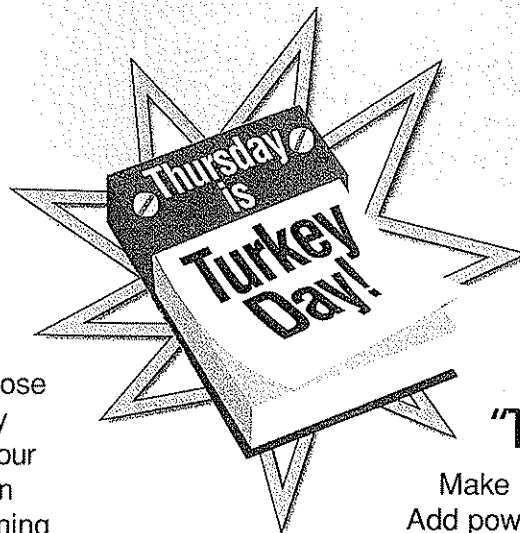
- Allocations, current balances, and usage
- Monthly usage and product usage summary reports
- Status of direct orders - new, pending and shipped
- Daily or weekly invoice data from NOI distributors
- On-line sales verification
- Cross-manufacturer reporting for over 30 processors



A dedicated duo

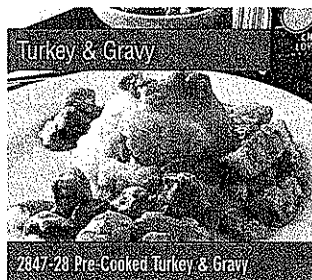
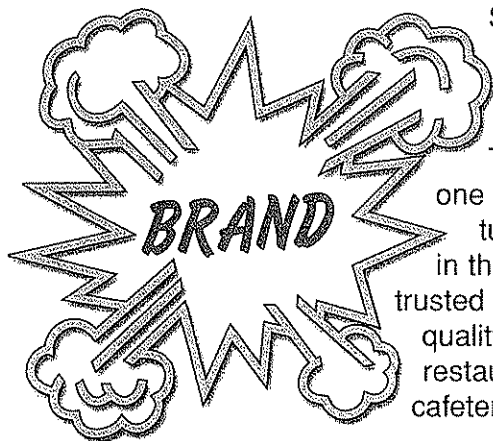
As you set out each week on a mission to provide nutrition, variety, value and fun, choose Jennie-O Turkey

Store as your partner in proclaiming "Thursday is Turkey Day." We're one of the largest turkey processors in the world, with a trusted reputation for quality in grocery stores, restaurants and school cafeterias nationwide.



"Thursday is Turkey Day"

Make every Thursday "Turkey Day." Add power to your menu each week and get the hero's welcome you deserve!



Use your special powers

Our Commodity Processing Program makes it easy to turn your bulk commodity turkey into a wide range of value-added products. This effectively utilizes your entitlement/PAL monies, while managing your food costs. It's a proven program that's achieving heroic results in schools all across the country.

