



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

Request for Quotation

RFO NUMBER

AGR1232

PAGE

1

ADDRESS CORRESPONDENCE TO ATTENTION OF:

FRANK WHITTAKER
304-558-2316

*508140328 574-858-0430
JENNIE O TURKEY STORE SALES LL
2505 WILLMAR AVE SW

WILLMAR MN 56201

DEPARTMENT OF AGRICULTURE

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS		
05/02/2012						
BID OPENING DATE: 05/29/2012		BID OPENING TIME 01:30PM				
LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		385-42		
PROCESSING USDA COMMODITY TURKEY						
THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY THE DEPARTMENT OF AGRICULTURE IS SOLICITING BIDS FOR AN OPEN-END CONTRACT FOR PROCESSING USDA TURKEY INTO TURKEY PRODUCTS PER THE ATTACHED SPECIFICATIONS.						
ALL TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO FRANK WHITTAKER IN THE WV PURCHASING DIVISION VIA EMAIL AT FRANK.M.WHITTAKER@WV.GOV OR VIA FAX AT 304-558-4115. DEADLINE FOR TECHNICAL QUESTIONS IS 04/15/2012 AT 4:00 PM. ALL TECHNICAL QUESTIONS WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE.						
EXHIBIT 3						
LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.						
UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT BY THE STATE OF WEST VIRGINIA, ITS AGENCIES, OR POLITICAL SUBDIVISIONS, THE						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE <i>Frank Whittaker</i>			TELEPHONE 320-231-7214		DATE 5/17/12	
TITLE VP of Foodservice		FEIN 20-1832218		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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
 4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
 5. Payment may only be made after the delivery and acceptance of goods or services.
 6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
 7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
 8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
 9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
 10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
 11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
 12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
 13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.html and is hereby made part of the agreement provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
 14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
 15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
 16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.
- I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or Fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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05/02/2012				

BID OPENING DATE:

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BID OPENING TIME

01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
TERMS, CONDITIONS, AND PRICING SET FORTH HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.						
RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.						
CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.						
OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)						
QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.						
BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>[Signature]</i>	320-231-7214	5/17/12
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Vp of Food Service	20-1832218	

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BID OPENING TIME

01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.						
THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.						
REV. 01/17/2012						
NOTICE						
A SIGNED BID MUST BE SUBMITTED TO:						
DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:						
SEALED BID						
BUYER: 44						
RFQ. NO.: AGR1232						
BID OPENING DATE: 05/29/2012						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
	320-231-7214	5/17/12
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
	20-1832218	

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01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
BID OPENING TIME: 1:30 PM						
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						

CONTACT PERSON (PLEASE PRINT CLEARLY):						

***** THIS IS THE END OF RFQ AGR1232 ***** TOTAL: _____						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>[Signature]</i>	320-231-7214	5/12/12
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Vp of Foodservice	20-1832218	

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INVITATION TO BID

To establish an agreement between the West Virginia Department of Agriculture Food Distribution Program and a processing firm to produce turkey products using USDA Commodity 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, 2012, through June 30, 2013.

2. PRODUCT FORMULA:

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

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

3. SAMPLES:

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

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

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

WV Department of Agriculture
Food Distribution Program
4496 Cedar Lakes Road
Ripley, WV 25271

4. END PRODUCT DATA SCHEDULE (EPDS):

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

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

5. PRICE:

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

6. SPECIFICATIONS:

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

7. PACKAGING AND LABELING:

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

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

shall be firm for the duration of this Agreement.

7a. CONTAINER AND MARKING SPECIFICATIONS:

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

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

ALL CASES SHOULD BE CLEARLY MARKED ON AT LEAST TWO SIDES WITH PRODUCT INFORMATION INCLUDING THE PRODUCT NAME AND NUMBER.

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

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

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

8. DELIVERY:

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

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

9. SHIPPING TERMS:

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

10. QUANTITY:

The quantity of 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 located in WV. The cost of transportation to the processing plant may be added to the price of the finished end product (on a \$ per lb. processed product basis). Written approval from the WV Department of Agriculture Food Distribution Program is required prior to any backhauling of USDA commodity items from Recipient Agencies.

12. ACCOUNTABILITY AND RECORDS:

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

13. PROCESSING AGREEMENT:

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

13a. BASIS OF AWARD:

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

14. LIFE OF CONTRACT:

This contract is to become effective on July 01, 2012 and extend for a period of one year. The vendor may terminate this contract for any reason upon giving the Director of the WV Department of Agriculture Food Distribution Program and the Director of the Purchasing Division thirty (30) days written notice.

This contract may be declared immediately terminated at the option of the Director of the WV

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

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

Vendor shall not assign and/or delegate any of the duties and/or responsibilities to process food products under this Agreement to any party, either by way of a subcontract or any other arrangement, without first having received the prior written consent of the WV Department of Agriculture Food Distribution Program.

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

15. RENEWAL:

June 30, 2013 is to be the expiration date of the contract-agreement. The contract may be extended for two 1-year periods. Any changes to date must be updated before any contract extension is granted including, but not limited to, pricing, yield, and the signature page.

16. LETTERS OF REFERENCE:

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

17. BILLING:

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

18. PAYMENT:

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

ATTACHMENT A

BID SPECIFICATIONS

BID SPECIFICATIONS FOR TURKEY PRODUCTS

1. END PRODUCT INFORMATION

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.

2. GENERAL REQUIREMENTS

- CN Labels are required
- No MSG, artificial flavorings, colorings and/or preservatives
- Each individual item is to be packaged in such a way that will prevent sticking together when frozen
- All frozen products are to be delivered at 0° F to -10° F and must show no signs of refreezing, thawing or freezer burn.
- A Poultry Grading Certificate shall accompany each shipment of finished end product showing that the product was produced under continuous supervision, that it is fit for human consumption, and that it meets the requirements of the specifications.
- All cases should be marked on at least 2 sides with product information including product name and number.

3. PRODUCT STANDARDS

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

ATTACHMENT B

STATE PARTICIPATION AGREEMENT

NATIONAL PROCESSING AGREEMENT
STATE PARTICIPATION AGREEMENT

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

State Distributing Agency
WV Department of Agriculture, Food Distribution Program

Processor

Jennie-O Turkey Store Sales, LLC

Name Darrell Carter

Name

Mark Nellermao

Title Program Director

Title

VP of Foodservice

Address 4496 Cedar Lakes Road

Address

2505 Willmar Ave SW

City, State, Zip Ripley, WV 25271

City, State, Zip

Willmar, MD 56201

Contact Darrell Carter

Contact

Joy Trawbridge

Phone 304-558-0573

Phone

574-858-0430

Fax 304-372-3322

Fax

574-858-0911

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

E-mail

jtrawbridge@j-o-ts.com

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

Web Address www.jenniesfoodservice.com/schools

Signature _____

Signature _____

Date _____

Date 5/17/12

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

1. **Value Pass Through Systems.** State Agency will indicate which value pass through systems are acceptable in their State. Processor will indicate which value pass through systems they desire to use in the State and have been approved by USDA in the NPA (National Processing Agreement).

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

*Sales Verification Required

If sales verification is required, check one:

☐ State delegates sales verification to the processor

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

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

☐ State will conduct sales verification

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

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

Do you use a subcontractor for the production of any items covered in this agreement?

☒ Yes ☐ No

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

See attached.

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

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

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

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

☒ Submit CN labels with SEPDS.

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

- ☐ Processor must provide nutrition information to RA upon request.
- ☐ Processor's nutrition information has been submitted to USDA Database
- ☐ Processor's nutrition information is available on their web site.
- _____ (Provide the web address)
- ☒ Processor must submit nutrition information with the SEPDS

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

- ☐ Full Certification per AMS Instruction MGC 640
- ☐ PCCP per AMS Instruction MGC 638

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

7. **Backhauling of DF.** If backhauling is permitted, processor must notify the State before backhauling products. Please check those that apply.

State permits backhauling ☐ Yes ☒ No

Backhauling permitted from State Warehouse ☐ School District ☐

State requires attached form for requesting approval to backhaul ☐ Yes ☐ No

8. ~~List of Eligible Recipient Agencies. State will provide a list of eligible recipient agencies to the processor upon State approval of the State Participation Agreement.~~

COMMODITIES IN WEST VIRGINIA ARE PURCHASED AND DISTRIBUTED DIRECTLY BY THE STATE DISTRIBUTING AGENCY.

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

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

10. Additional State Requirements.

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

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

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

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 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: Jennie - O Turkey Store Sales, LLC Signed: [Signature]

Date: 5/17/12 Title: VP of Food service

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

RFQ No. AGA 1232STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT**

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

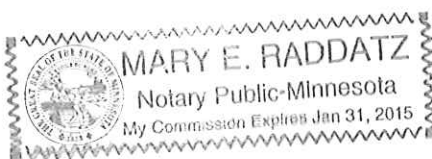
DEFINITIONS:

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

"Debtor" means any individual, corporation, partnership, association, Limited Liability Company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

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

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

WITNESS THE FOLLOWING SIGNATUREVendor's Name: Jennie - O Tunkes Store Sales, LLCAuthorized Signature: [Signature] Date: 5/17/12State of MinnesotaCounty of Kanabec, to-wit:Taken, subscribed, and sworn to before me this 17th day of May, 2012My Commission expires Jan 31, 2015, 20 .**AFFIX SEAL HERE**NOTARY PUBLIC Mary E. Raddatz

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 Abbyland Foods Inc. (Subcontractor) desires and is capable of performing part of the Agreement, namely custom processing donated commodity A534 Bulk Whole Turkey and A582 Bulk Turkey Thighs into finished end products. 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 Nellermeoe

Title: Senior VP of Foodservice

Signature: _____

Date: 8/31/09

SUBCONTRACTOR

Subcontractor: Abbyland Foods Inc. Address: 1 PO Box 69, ABBOTSFORD, WI 54405

Name: X HARLAND SCHWARTZ Title: X PRESIDENT

Signature: X _____

Date: 8/27/09

FNS APPROVAL

Name: Cathie McCullough

Title: Director, FDD

Signature: Cathie McCullough

Date: 9/21/09

Revision Date: 11/02/2004

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

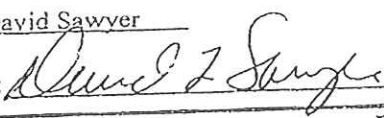
SUBCONTRACTOR

Subcontractor: Double "D" Foods, Inc.

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

Name: David Sawyer

Title: Operations Manager

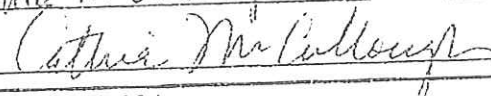
Signature: 

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

SUMMARY END PRODUCT DATA SCHEDULE

JENNIE-O

VALUE PASS THROUGH SYSTEMS APPROVED:

- ☒ **National Summary**
(EPDS approved by USDA)
- ☐ **State Summary**
(EPDS approved by state agency)

THIS IS AN ORIGINAL SUMMARY SCHEDULE UNLESS CHECKED BELOW:

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

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

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

Certified by State Agency

End Product Code & Description	Net Weight Per Case (lbs.)	Servings Per Case	Net Weight per Serving (oz.)	Item Code	New WBSM Item Code	New WBSM Description		DF Inventory Drawdown per case (lbs)	By Products Produced*	Value per pound of DF	Value of DF per case (F x M)	Effective Date	State Agency Acceptance/Approval <input type="checkbox"/> Check for quick approval	Guaranteed Cases Finished 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
2025-24 Turkey Ham Log (Fixed Wt & Frozen)	24.00	127	3.01	A534	100124	TURKEY CHILLED -BULK	Dark Meat	26.51	No	\$1.0144	\$26.89			727	\$1.25	\$30.00
2031 Sliced Canadian Style Turkey Ham (10z MT/MT ALT)	25.00	263	1.52	A534	100124	TURKEY CHILLED -BULK	Dark Meat	27.62	No	\$1.0144	\$28.02			698	\$1.90	\$47.50
2031-35 Sliced Canadian Style Turkey Ham (10z MT/MT ALT)	25.00	263	1.52	A582	100883	TURKEY THIGHS BNLS SKNLS CHILLED-BULK	Dark Meat	20.31	No	\$1.3756	\$27.94			1773	\$1.65	\$41.25
2051-35 Raw Ground Turkey	20.00	111	2.86	A582	100883	TURKEY THIGHS BNLS SKNLS CHILLED-BULK	Dark Meat	19.99	No	\$1.3756	\$27.50			1801	\$0.80	\$16.00
2089-24 Turkey Ham Steak 1.51 oz	27.00	143	3.02	A534	100124	TURKEY CHILLED -BULK	Dark Meat	29.83	No	\$1.0144	\$30.26			646	\$1.80	\$48.60
2094-12 Sliced Turkey Combo Pack: Salami 32-3.00 oz svg, Bologna 48-2.00 oz svg	12.00	76	varies	A534	100124	TURKEY CHILLED -BULK	Dark Meat	9.16	No	\$1.0144	\$9.29			1509	\$1.50	\$18.00
2095 Sliced Turkey Combo Pack: Ham 21-3.01 oz svg Salami 21-3.00 oz svg, Bologna 32-2.00 oz svg	12.00	71	varies	A534	100124	TURKEY CHILLED -BULK	Dark Meat	10.53	No	\$1.0144	\$10.68			1830	\$1.63	\$19.56
2096-12 Sliced Turkey Italian Combo Pack: Ham 21-3.01 oz svg Salami 21-3.00 oz svg, Pepperoni 22-2.89 oz svg	12.00	64	varies	A534	100124	TURKEY CHILLED -BULK	Dark Meat	11.11	No	\$1.0144	\$11.27			1734	\$2.10	\$25.20
2098-21 Sliced Smoked Turkey Breast 4-5.25 lb units per case	21.00	112	3.00	A534	100124	TURKEY CHILLED -BULK	White Meat	18.74	No	\$1.0144	\$19.01			894	\$1.70	\$35.70
2099 Sliced Oven Roasted Turkey Breast	12.00	64	3.00	A534	100124	TURKEY CHILLED -BULK	White Meat	10.71	No	\$1.0144	\$10.86			1564	\$1.75	\$21.00
2099-21 Sliced Oven Roasted Turkey Breast 4-5.25 lb units	21.00	112	3.00	A534	100124	TURKEY CHILLED -BULK	White Meat	18.74	No	\$1.0144	\$19.01			894	\$1.70	\$35.70
2130-12 Pepperoni Style Seasoned Turkey Slices 3.5" 6-2lb units per case	12.00	66	2.89	A534	100124	TURKEY CHILLED -BULK	Dark Meat	12.40	No	\$1.0144	\$12.58			1553	\$2.38	\$28.56
2131-30 Oven Roasted Breast Log 3-10 lb units	30.00	128	3.76	A534	100124	TURKEY CHILLED -BULK	White Meat	26.56	No	\$1.0144	\$26.94			631	\$1.55	\$46.50
2153-34 BBQ Thigh Entrée	35.00 Target (28-36 lbs)	167	3.34	A534	100124	TURKEY CHILLED -BULK	Dark Meat	34.89	No	\$1.0144	\$35.39			552 Avg 19,320 Lbs Return	\$1.60	\$56.00
2154-34 Tinga Thigh Entrée	35.00 Target (28-36 lbs)	134	4.17	A534	100124	TURKEY CHILLED -BULK	Dark Meat	27.95	No	\$1.0144	\$28.35			689 Avg 24,115 Lbs Return	\$1.75	\$61.25
2155-34 Cuban Thigh Entrée	35.00 Target (28-36 lbs)	170	3.29	A534	100124	TURKEY CHILLED -BULK	Dark Meat	35.41	No	\$1.0144	\$35.92			544 Avg 19,040 Lbs Return	\$1.60	\$56.00
2156-34 Pot Roast Thigh Entrée	35.00 Target (28-36 lbs)	173	3.22	A534	100124	TURKEY CHILLED -BULK	Dark Meat	36.14	No	\$1.0144	\$36.66			533 Avg 18,655 Lbs Return	\$1.60	\$56.00
2156-35 L'Attitudes Pot Roast Thigh Entrée	35.00 Target (28-36 lbs)	173	3.22	A582	100883	TURKEY THIGHS BNLS SKNLS CHILLED-BULK	Dark Meat	31.08	No	\$1.3756	\$42.75			1,159 Avg 40,565 Lbs Return	\$1.42	\$49.70
2156-36 L'Attitudes Turkey Pot Roast Thigh Entrée	35.00 Target (28-36 lbs)	173	3.22	A534	100124	TURKEY CHILLED -BULK	Dark Meat	36.14	No	\$1.0144	\$36.66			533 Avg 18,655 Lbs Return	\$1.43	\$50.05
2178-04 Raw Breast & Thigh Roast	44.80 Avg. (41-49 lbs)	234	2.29 **	A534	100124	TURKEY CHILLED -BULK	White Meat	17.56	No	\$1.0144	\$17.81			954 Avg 42,739 Lbs Return	\$1.74	\$77.95
				A534	100124	TURKEY CHILLED -BULK	Dark Meat	20.19	No	\$1.0144	\$20.48					
2307-24 1.55 oz Turkey Breast Steak	24.80	128	3.10	A534	100124	TURKEY CHILLED -BULK	White Meat	25.63	No	\$1.0144	\$26.00			654	\$2.10	\$52.08
2364-20 Blue Ribbon Oven Roasted Skinless Turkey Breast Reduced Sodium (Fixed Weight & Frozen)	19.20	76	4.00	A534	100124	TURKEY CHILLED -BULK	White Meat	15.95	No	\$1.0144	\$16.18			1050	\$1.40	\$26.88
2364-40 Blue Ribbon Oven Roasted Skinless Turkey Breast Reduced Sodium (Fixed Weight & Frozen)	38.40	153	4.00	A534	100124	TURKEY CHILLED -BULK	White Meat	31.91	No	\$1.0144	\$32.37			525	\$1.40	\$53.76
2565 Sliced Turkey Ham 12-1 lb units	12.00	62	3.06	A534	100124	TURKEY CHILLED -BULK	Dark Meat	13.26	No	\$1.0144	\$13.45			1453	\$1.75	\$21.00
2565-21 Sliced Turkey Ham 4-5.25 lb units	21.00	109	3.06	A534	100124	TURKEY CHILLED -BULK	Dark Meat	23.20	No	\$1.0144	\$23.53			831	\$1.65	\$34.65
2565-35 Sliced Turkey Ham 4-5.25 lb units	21.00	109	3.06	A582	100883	TURKEY THIGHS BNLS SKNLS CHILLED-BULK	Dark Meat	17.06	No	\$1.3756	\$23.47			2111	\$1.38	\$28.98
2655-08 Sliced Turkey Pastrami 12-1 lb units	12.00	64	3.00	A534	100124	TURKEY CHILLED -BULK	Dark Meat	12.42	No	\$1.0144	\$12.60			1551	\$1.70	\$20.40


End Product Code & Description	Net Weight Per Case (lbs.)	Servings Per Case	Net Weight per Serving (oz.)	Item Code	New WBSM Item Code	New WBSM Description		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 Acceptance/Approval <input type="checkbox"/> 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
2711-06 Pre-Cooked Turkey Bacon (1 oz MT/MT ALT)	7.50	156	0.77	A534	100124	TURKEY CHILLED -BULK White Meat		3.09	No	\$1.0144	\$3.13			5424	\$9.06	\$67.95
				A534	100124	TURKEY CHILLED -BULK Dark Meat		3.55	No	\$1.0144	\$3.60					
2840-28 Pre-Cooked Turkey Taco Meat	28.00	150	2.97	A534	100124	TURKEY CHILLED -BULK Dark Meat		29.27	No	\$1.0144	\$29.69			658	\$1.18	\$33.04
2847-28 Pre-Cooked Turkey & Gravy (White & Dark Meat)	28.00	112	4.00	A534	100124	TURKEY CHILLED -BULK White Meat		9.77	No	\$1.0144	\$9.91			1714	\$1.55	\$43.40
				A534	100124	TURKEY CHILLED -BULK Dark Meat		11.24	No	\$1.0144	\$11.40					
2848-28 Pre-Cooked Ground Turkey Patty Crumbles	28.00	157	2.84	A534	100124	TURKEY CHILLED -BULK Dark Meat		30.77	No	\$1.0144	\$31.21			626	\$1.18	\$33.04
2850-28 Pre-Cooked Ground Turkey Patty Crumble White Meat	28.00	150	2.97	A534	100124	TURKEY CHILLED -BULK White Meat		29.79	No	\$1.0144	\$30.22			563	\$1.40	\$39.20
2851-28 Pre-Cooked Turkey & BBQ Sauce (White Meat)	28.00	102	4.37	A534	100124	TURKEY CHILLED -BULK White Meat		20.09	No	\$1.0144	\$20.38			706	\$1.85	\$51.80
2853-28 Pre-Cooked Turkey Spaghetti Sauce (White & Dark Meat)	28.00	91	4.89	A534	100124	TURKEY CHILLED -BULK White Meat		8.37	No	\$1.0144	\$8.49			2001	\$1.18	\$33.04
				A534	100124	TURKEY CHILLED -BULK Dark Meat		9.63	No	\$1.0144	\$9.77					
2854-28 Pre-Cooked Turkey Chili (White & Dark Meat)	28.00	105	4.23	A534	100124	TURKEY CHILLED -BULK White Meat		9.81	No	\$1.0144	\$9.95			1708	\$1.18	\$33.04
				A534	100124	TURKEY CHILLED -BULK Dark Meat		11.28	No	\$1.0144	\$11.44					
2856-28 Pre-Cooked Turkey Taco (White & Dark Meat)	28.00	150	2.97	A534	100124	TURKEY CHILLED -BULK White Meat		13.61	No	\$1.0144	\$13.81			1231	\$1.18	\$33.04
				A534	100124	TURKEY CHILLED -BULK Dark Meat		15.65	No	\$1.0144	\$15.88					
2857-28 Pre-Cooked Ground Turkey Patty Crumbles (White & Dark Meat)	28.00	154	2.90	A534	100124	TURKEY CHILLED -BULK White Meat		14.31	No	\$1.0144	\$14.52			1171	\$1.18	\$33.04
				A534	100124	TURKEY CHILLED -BULK Dark Meat		16.46	No	\$1.0144	\$16.70					
2858-28 Pre-Cooked Turkey Sloppy Joe Meat White & Dark	28.00	90	4.94	A534	100124	TURKEY CHILLED -BULK White Meat		8.27	No	\$1.0144	\$8.39			2026	\$1.18	\$33.04
				A534	100124	TURKEY CHILLED -BULK Dark Meat		9.50	No	\$1.0144	\$9.64					
2859-28 Pre-Cooked Turkey Taco Meat	28.00	154	2.90	A582	100883	TURKEY THIGHS BNLS SKNLS CHILLED-BULK Dark Meat		25.17	No	\$1.3756	\$34.62			1431	\$1.05	\$29.40
2860-28 Pre-Cooked Ground Turkey Patty Crumbles	28.00	160	2.79	A582	100883	TURKEY THIGHS BNLS SKNLS CHILLED-BULK Dark Meat		26.46	No	\$1.3756	\$36.40			1361	\$1.05	\$29.40
2861-28 Pre-Cooked Turkey Spaghetti Sauce	28.00	88	5.05	A582	100883	TURKEY THIGHS BNLS SKNLS CHILLED-BULK Dark Meat		14.82	No	\$1.3756	\$20.39			2430	\$1.05	\$29.40
2862-28 Pre-Cooked Turkey & Gravy (All White Meat)	28.00	112	4.00	A534	100124	TURKEY CHILLED -BULK White Meat		21.01	No	\$1.0144	\$21.31			798	\$1.55	\$43.40
3170-04 Cooked Breast & Thigh Roast	43.00 Avg. (37-45 lbs)	209	2.47 **	A534	100124	TURKEY CHILLED -BULK White Meat		26.09	No	\$1.0144	\$26.47			642 Avg 27,606 Lbs Return	\$1.70	\$73.10
				A534	100124	TURKEY CHILLED -BULK Dark Meat		15.22	No	\$1.0144	\$15.44					
6132 Country Recipe Turkey Sausage Patties (1 oz MT/MT ALT)	10.25	160	1.03	A534	100124	TURKEY CHILLED -BULK Dark Meat		9.97	No	\$1.0144	\$10.11			1932	\$1.93	\$19.78
6134 Pre-Cooked Turkey Burger (White & Dark Meat)	27.75	200	2.22	A534	100124	TURKEY CHILLED -BULK White Meat		13.83	No	\$1.0144	\$14.03			1211	\$2.51	\$69.65
				A534	100124	TURKEY CHILLED -BULK Dark Meat		15.90	No	\$1.0144	\$16.13					
6137 Pre-Cooked Turkey Sausage Link (1oz MT/MT ALT)	30.00	300	1.60	A534	100124	TURKEY CHILLED -BULK Dark Meat		27.33	No	\$1.0144	\$27.72			705	\$1.75	\$52.50
6137-35 Pre-Cooked Turkey Sausage Link (1oz MT/MT ALT)	30.00	300	1.60	A582	100883	TURKEY THIGHS BNLS SKNLS CHILLED-BULK Dark Meat		23.50	No	\$1.3756	\$32.33			1532	\$1.30	\$39.00
6140 Country Recipe Turkey Sausage Links (1 oz MT/MT ALT)	10.25	160	1.03	A534	100124	TURKEY CHILLED -BULK Dark Meat		9.97	No	\$1.0144	\$10.11			1932	\$2.09	\$21.42
6150-10 Pre-Cooked Ground Turkey Sausage Patty Crumbles	10.00	72	2.20	A534	100124	TURKEY CHILLED -BULK Dark Meat		11.41	No	\$1.0144	\$11.57			1688	\$1.72	\$17.20
6151-10 Pre-Cooked Ground Turkey Italian Sausage Patty Crumble	10.00	69	2.29	A534	100124	TURKEY CHILLED -BULK Dark Meat		10.97	No	\$1.0144	\$11.13			1756	\$1.72	\$17.20
6409 Diced Turkey Ham	10.00	53	3.01	A534	100124	TURKEY CHILLED -BULK Dark Meat		11.05	No	\$1.0144	\$11.21			1744	\$1.70	\$17.00
6410-20 Julienne Striped Breast and Ham 50/50	20.00	92	3.47	A534	100124	TURKEY CHILLED -BULK White Meat		8.32	No	\$1.0144	\$8.44			1741	\$1.58	\$31.60
				A534	100124	TURKEY CHILLED -BULK Dark Meat		11.07	No	\$1.0144	\$11.23					
6423 Diced Oven Roasted Turkey Breast	10.00	40	4.00	A534	100124	TURKEY CHILLED -BULK White Meat		8.31	No	\$1.0144	\$8.43			2016	\$1.70	\$17.00
6424-20 Pepperoni Style Seasoned Turkey Diced	20.00	104	3.06	A534	100124	TURKEY CHILLED -BULK Dark Meat		20.67	No	\$1.0144	\$20.97			932	\$2.15	\$43.00
6447-20 Pre-Cooked Chunked Turkey Breast & Thigh	20.00	110	2.89	A534	100124	TURKEY CHILLED -BULK White Meat		10.11	No	\$1.0144	\$10.26			1657	\$1.80	\$36.00

End Product Code & Description	Net Weight Per Case (lbs.)	Servings Per Case	Net Weight per Serving (oz.)	Item Code	New WBSCM Item Code	New WBSCM Description		DF Inventory Drawdown per case (lbs)	By Products Produced*	Value per pound of DF	Value of DF per case (F x H)	Effective Date	State Agency Acceptance/Approval <input type="checkbox"/> 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
				A534	100124	TURKEY CHILLED -BULK	Dark Meat	11.63	No	\$1.0144	\$11.80					
6448-20 Chunked Turkey Breast	20.00	109	2.92	A534	100124	TURKEY CHILLED -BULK	White Meat	21.74	No	\$1.0144	\$22.05			771	\$1.85	\$37.00
8028 Turkey Ham 20% Water Added	13.80 Avg. (11-15 lbs)	62	3.58	A534	100124	TURKEY CHILLED -BULK	Dark Meat	12.29	No	\$1.0144	\$12.47			1,567 Avg 21,624.6 Lbs Return	\$1.23	\$16.97
8088-01 Turkey Ham Slicing Log	1,400 Avg. (1,300-1500 lbs)	7441	3.01	A534	100124	TURKEY CHILLED -BULK	Dark Meat	1546.51	No	\$1.0144	\$1,568.77			12.46 Avg 17,444 Lbs Return	\$1.30	\$1,820.00
8089-02 Turkey Ham Log	1,400 Target (1,300-1500 lbs)	6647	3.37	A534	100124	TURKEY CHILLED -BULK	Dark Meat	1415.63	No	\$1.0144	\$1,436.00			13.61 Avg 19,054 Lbs Return	\$1.23	\$1,722.00
Sliced Turkey Italian Combo Pack: 8098-31 Ham 55-3.01 oz svg, Salami 56-2.97 oz svg, Pepperoni 56-2.96 oz svg	31.50	169	varies	A534	100124	TURKEY CHILLED -BULK	Dark Meat	32.96	No	\$1.0144	\$33.43			585	\$2.05	\$64.58
8130-30 Turkey Ham Log 3-10 lb units	30.00	159	3.01	A534	100124	TURKEY CHILLED -BULK	Dark Meat	33.14	No	\$1.0144	\$33.62			582	\$1.20	\$36.00
8130-35 Turkey Ham Log	30.00	159	3.01	A582	100883	TURKEY THIGHS BNLS SKNLS CHILLED-BULK	Dark Meat	24.37	No	\$1.3756	\$33.52			1478	\$0.95	\$28.50
8131-30 Oven Roasted Breast 3-10 lb units	30.00	128	3.76	A534	100124	TURKEY CHILLED -BULK	White Meat	26.56	No	\$1.0144	\$26.94			631	\$1.55	\$46.50
8132-30 Turkey Pastrami Log 3-10 lb units	30.00	152	3.15	A534	100124	TURKEY CHILLED -BULK	Dark Meat	31.73	No	\$1.0144	\$32.19			607	\$1.20	\$36.00
8134-20 NYC Oven Roasted Turkey Breast	20.00	87	3.69	A534	100124	TURKEY CHILLED -BULK	White Meat	18.01	No	\$1.0144	\$18.27			930	\$1.59	\$31.80
8137-02 3.5" Turkey Pastrami Log	35.00 Avg. (32-35lbs)	177	3.15	A534	100124	TURKEY CHILLED -BULK	Dark Meat	37.02	No	\$1.0144	\$37.55			521 Avg 18,235 Lbs Return	\$1.35	\$47.25
8139-01 Turkey Pastrami Log	1,400 Avg. (1,300-1500 lbs)	6647	3.37	A534	100124	TURKEY CHILLED -BULK	Dark Meat	1480.69	No	\$1.0144	\$1,502.00			13.01 Avg 18,214 Lbs Return	\$1.20	\$1,680.00
8140-01 3.5" Oven Roast Turkey Breast Log (BIN FRESH)	1,400 Avg. (1,300-1500 lbs)	6892	3.25	A534	100124	TURKEY CHILLED -BULK	White Meat	1249.42	No	\$1.0144	\$1,267.40			13.41 Avg 18,774 Lbs Return	\$1.18	\$1,652.00
8141-01 3.5" Smoked Dark Turkey Log (BIN FRESH)	1,400 Avg. (1,300-1500 lbs)	7466	3.00	A534	100124	TURKEY CHILLED -BULK	Dark Meat	1546.52	No	\$1.0144	\$1,568.78			12.46 Avg 17,444 Lbs Return	\$1.03	\$1,442.00
8156-34 Turkey Pot Roast Thigh Entrée (FRESH)	35.00 Avg. (28-36lbs)	173	3.22	A534	100124	TURKEY CHILLED -BULK	Dark Meat	36.14	No	\$1.0144	\$36.66			533 Avg 18,655 Lbs Return	\$1.43	\$50.05
8180-01 Pepperoni Style Seasoned Turkey Logs Bined	1,400 Avg. (1,300-1500 lbs)	6956	3.22	A534	100124	TURKEY CHILLED -BULK	Dark Meat	1446.88	No	\$1.0144	\$1,467.70			13.31 Avg 18,634 Lbs Return	\$1.70	\$2,380.00
8307-24 3.10 oz Turkey Breast Steak	24.80	128	3.10	A534	100124	TURKEY CHILLED -BULK	White Meat	25.63	No	\$1.0144	\$26.00			654	\$2.10	\$52.08
8312-12 Sliced Low Sodium Oven Roasted Turkey Breast	12.00	60	3.17	A534	100124	TURKEY CHILLED -BULK	White Meat	11.93	No	\$1.0144	\$12.10			1404	\$2.35	\$28.20
8354-02 Grand Champ Oven Roasted Skinless Turkey Breast	20.8 Avg. (18-22 lbs)	86	3.86	A534	100124	TURKEY CHILLED -BULK	White Meat	17.92	No	\$1.0144	\$18.18			935 Avg 19,448 Lbs Return	\$1.57	\$32.66
8364-02 Blue Ribbon Oven Roasted Skinless Turkey Breast Reduced Sodium	20.8 Avg. (18-22 lbs)	83	4.00	A534	100124	TURKEY CHILLED -BULK	White Meat	17.28	No	\$1.0144	\$17.53			969 Avg 20,155.2 Lbs Return	\$1.43	\$29.74
8469-02 Natural Choice Browned Turkey Breast	16.50 Avg. (14-18 lbs)	97	2.70	A534	100124	TURKEY CHILLED -BULK	White Meat	16.92	No	\$1.0144	\$17.16			990 Avg 16,335 Lbs Return	\$2.35	\$38.78
8482 Sliced Smoked Turkey Breast 6-2 lb units	12.00	54	3.56	A534	100124	TURKEY CHILLED -BULK	White Meat	9.68	No	\$1.0144	\$9.82			1731	\$2.33	\$27.96
8483 Sliced Oven Roasted Turkey Breast 6-2 lb units	12.00	57	3.35	A534	100124	TURKEY CHILLED -BULK	White Meat	10.47	No	\$1.0144	\$10.62			1600	\$2.26	\$27.12
8483-01 Oven Roasted Breast Slicing Log	1,400 Avg. (1,300-1,500 lbs)	5957	3.76	A534	100124	TURKEY CHILLED -BULK	White Meat	1239.49	No	\$1.0144	\$1,257.33			13.51 Avg 18,914 Lbs Return	\$1.57	\$2,198.00
8528-01 Cuban Brand Turkey Breast Logs Bined	1,400 Avg. (1,300-1,500 lbs)	5879	3.81	A534	100124	TURKEY CHILLED -BULK	White Meat	1,220.93	No	\$1.0144	\$1,238.50			13.72 Avg 19,208 Lbs Return	\$1.52	\$2,128.00
8714-02 Perfect 1/2 Slice Pre-Cooked Turkey Bacon (1 oz MT/MT ALT)	7.68 Target (6-9 lbs)	170	0.72	A534	100124	TURKEY CHILLED -BULK	White Meat	3.16	No	\$1.0144	\$3.21			5297 Avg 40,680 Lbs Return	\$7.60	\$58.37
				A534	100124	TURKEY CHILLED -BULK	Dark Meat	3.64	No	\$1.0144	\$3.69					
8716-02 Pre Cooked Turkey Bacon Bits (1 oz MT/MT ALT)	15 lbs Avg. (13-17 lb range)	313	0.77	A534	100124	TURKEY CHILLED -BULK	White Meat	6.18	No	\$1.0144	\$6.27			2712 Avg 40,680 Lbs Return	\$6.30	\$94.50


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A	B	C	D	E				F	G	H	I	J	K	L	M	N
				A534	100124	TURKEY CHILLED -BULK	Dark Meat	7.10	No	\$1.0144	\$7.20					
8784-03 VIP Roasted Turkey Breast 1/4" Slice Intact	45.00 Target (36-47 lbs)	244	2.94	A534	100124	TURKEY CHILLED -BULK	White Meat	40.70	No	\$1.0144	\$41.29			412 Avg 18,540 Lbs Return	\$2.90	\$130.50

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

PROCESSOR:

Jennie-O Turkey Store Sales, LLC
Name of Company
Mark Nellerroe, VP of Foodservice
Name and Title of Authorized Representative
 5/15/2012
Signature

USDA APPROVAL:
(not applicable for state summary)

USDA,FNS,FDD
Name of Approving Agency
Sherry Thackeray-Commodity Processing
Name and Title of Authorized Representative
 5/15/2012
Signature

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