



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

**State of West Virginia
 Request for Quotation**

Proc Folder: 84204

Doc Description: Processing USDA Egg Commodity

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2015-03-09	2015-03-25 13:30:00	CRFQ 1400 AGR1500000017	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Name, Address and Telephone Number:
 Cargill Kitchen Solutions
 206 W 4th St
 Monticello MN 55362
 800-872-3447

03/19/15 09:32:16
 WV Purchasing Division

FOR INFORMATION CONTACT THE BUYER

Laura E Hooper
 (304) 558-0094
 laura.e.hooper@wv.gov

Signature X

L. Hooper

FEIN # 41-1518244

DATE

3/17/15

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

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Processing USDA Egg Commodity				

Comm Code	Manufacturer	Specification	Model #
73131800			

Extended Description :
 Processing USDA Egg Products

AGR150000017	Document Phase Draft	Document Description Processing USDA Egg Commodity	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

GENERAL TERMS AND CONDITIONS:

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

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

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

Term Contract

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

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

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

- Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.
- Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional _____ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited.
- One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.
- Other:** See attached.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATION AND SIGNATURE PAGE

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

Cargill Kitchen Solutions

(Company)



Trevor Stahl, Controller

(Authorized Signature) (Representative Name, Title)

800-872-3447/763-271-5716

(Phone Number) (Fax Number) (Date)

REQUEST FOR QUOTATION
Egg Products utilizing USDA Commodity Bulk Eggs

SPECIFICATIONS

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

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

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

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

3. **GENERAL REQUIREMENTS:**

- 3.1 **Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below
 - 3.1.1 **CONTRACT ITEMS INCLUDE, BUT ARE NOT LIMITED TO:**
 - 3.1.1.1 Diced Egg Product
 - 3.1.1.2 Whole Grain French Toast Sticks
 - 3.1.1.3 Scrambled Egg Mix
 - 3.1.1.4 Colby Cheese Omelet
 - 3.1.1.5 Sausage 7 Cheese Frittata
 - 3.1.1.6 Breakfast Wrap
 - 3.1.1.7 Tac-Go
 - 3.1.1.8 Tac-Go w/Egg Cheese and Honey Ham
 - 3.1.1.9 Scrambled Egg Patty
 - 3.1.1.10 Pre-Cooked Scrambled Egg
 - 3.1.1.11 Bacon & Cheese Eggstavaganza

REQUEST FOR QUOTATION
Egg Products utilizing USDA Commodity Bulk Eggs

- 3.1.2 MANDATORY REQUIREMENTS APPLICABLE TO ALL ITEMS**
- 3.1.2.1** CN Labels are required.
 - 3.1.2.2** No MSG, artificial flavorings, colorings and/or preservatives.
 - 3.1.2.3** Each individual item is to be packaged in such a way that will prevent sticking together when frozen.
 - 3.1.2.4** All frozen products are to be delivered at 0° F to -10° F and must show no signs of refreezing, thawing or freezer burn.
 - 3.1.2.5** All cases should be marked on at least 2 sides with product information including product name and number.
 - 3.1.2.6** All products provided in relation to this RFQ shall be formulated, manufactured, handled, stored, packaged, and shipped in compliance with the regulations and guidelines of the State of West Virginia, the United States Department of Agriculture, the Federal Food, Drug and Cosmetic Act, and all pertinent sections of the Code of Federal Regulations which govern Food Distribution and the National School Lunch Program, as well as Industry standards related to products for Food Distribution and the National School Lunch Program.
 - 3.1.2.7** Any end product not meeting the fabrication, formulation, and/or packaging requirements will be rejected by the WV Food Distribution Program and returned to Processor at Processor's expense.
 - 3.1.2.8** All products covered under this Agreement must be produced and processed domestically.
 - 3.1.2.9** The saturated fat for all end products cannot exceed ten percent (10%) of total calories per serving (<10%:total calories saturated fat).
 - 3.1.2.10** There can be no added trans fat for all end products (0g added trans fat).
 - 3.1.2.11** All end products which provide a grain contribution must be whole grain rich.
 - 3.1.2.12** The maximum allowable sodium for all end products is 400 mg per serving (<400mg Na+).

4. CONTRACT AWARD:

- 4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost.

REQUEST FOR QUOTATION
Egg Products utilizing USDA Commodity Bulk Eggs

- 4.2 Pricing Pages:** Vendor should complete the Pricing Pages by providing per case, fee-for-service prices for each product submitted that reflect the specific prices that will be charged to West Virginia for the duration of an awarded agreement. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

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

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

5. ORDERING AND PAYMENT:

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

6. DELIVERY AND RETURN:

- 6.1 Delivery Time:** Vendor shall deliver standard orders within thirty (30) working days after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.
- 6.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

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

- 6.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B.

REQUEST FOR QUOTATION
Egg Products utilizing USDA Commodity Bulk Eggs

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

- 6.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 6.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

7. VENDOR DEFAULT:

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

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

REQUEST FOR QUOTATION
Egg Products utilizing USDA Commodity Bulk Eggs

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

7.2.1 Immediate cancellation of the Contract.

7.2.2 Immediate cancellation of one or more release orders issued under this Contract.

7.2.3 Any other remedies available in law or equity.

8. MISCELLANEOUS:

8.1 **No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.

8.2 **Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

8.3 **Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.

8.4 **Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Becky Turner
Telephone Number: 763-271-5773
Fax Number: 763-271-5716
Email Address: becky_turner@cargill.com

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

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

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE:Vendor's Name: Cargill Kitchen SolutionsAuthorized Signature: *Jr. Ray* Date: _____State of MinnesotaCounty of Wright, to-wit:Taken, subscribed, and sworn to before me this 17 day of March, 2015.My Commission expires Jan 31, 2020.

AFFIX SEAL HERE

NOTARY PUBLIC

Purchasing Affidavit (Revised 07/01/2012)

State of West Virginia
VENDOR PREFERENCE CERTIFICATE

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

1. **Application is made for 2.5% vendor preference for the reason checked:**
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. **Application is made for 2.5% vendor preference for the reason checked:**
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. **Application is made for 2.5% vendor preference for the reason checked:**
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. **Application is made for 5% vendor preference for the reason checked:**
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
7. **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with *West Virginia Code §5A-3-50* and *West Virginia Code of State Rules*.**
 Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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

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

Under penalty of law for false swearing (*West Virginia Code, §61-6-3*), 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: Cargill Kitchen Solutions

Signed: *J. Italy*

Date: 3/12/15

Title: Controller



References

VDACS Food Distribution
Tami Radcliff, Processing Specialist
804-786-0665
102 Governor St
Richmond VA 23218
tami.radcliff@vdacs.virginia.gov

Texas Department of Agriculture
Manuel Flores, Commodity Operations Specialist
512-475-0063
PO Box 12847
Austin TX 78711
manuel.flores@texasagriculture.gov

Missouri Department of Agriculture
Matt Essner, Director
573-522-1974
PO Box 480
Jefferson MO 65102
Matthew.Essner@dese.mo.gov

North Carolina Department of Agriculture
Tysha Sherard, USDA Commodity Processing Specialist
PO Box 645
Butner, NC 27509
919-575-4490
tysha.sherard@ncagr.gov

Arizona Department of Education
Dawn Irvine, Processing Specialist
602-364-0714
Dawn.Irvine@azed.gov

Cargill Kitchen Solutions
206 West Fourth Street
Monticello, MN 55362

Tel 763-271-5600
Tel 800-247-5797
Fax 763-271-5711
www.cargillkitchensolutions.com





October 3, 2014

Dear Valued Customer,

You recently requested country of origin information regarding Cargill Kitchen Solutions school products. Please refer to the table below.

Product Code	Cargill Kitchen Solutions SAP Code:	Ingredient	% Ingredients Manufactured Inside US
10080	100007730	Contains ingredients manufactured outside of the U.S.	99.86%
10085	100007732	Contains ingredients manufactured outside of the U.S.	99.86%
40005	100008151	Contains ingredients manufactured outside of the U.S.	99.61%
40067	110006130	All ingredients manufactured in the U.S.	100%
40080	110006816	All ingredients manufactured in the U.S.	100%
40081	110006843	All ingredients manufactured in the U.S.	100%
40082	110006842	All ingredients manufactured in the U.S.	100%
40084	110014571	All ingredients manufactured in the U.S.	100%
40176	100008161	Contains ingredients manufactured outside of the U.S.	99.8%
40184	100008163	Contains ingredients manufactured outside of the U.S.	99.8%
40186	100008164	Contains ingredients manufactured outside of the U.S.	99.8%
40262	110006430	Contains ingredients manufactured outside of the U.S.	99.8%
40263	110006416	Contains ingredients manufactured outside of the U.S.	99.8%
40274	110003985	Contains ingredients manufactured outside of the U.S.	99.8%
40275	110004030	Contains ingredients manufactured outside of the U.S.	99.8%
40635	100008168	Contains ingredients manufactured outside of the U.S.	99.82%
40710	110010394	Contains ingredients manufactured outside of the U.S.	99.82%
40827	100008170	Contains ingredients manufactured outside of the U.S.	99.59%
40828	100008171	Contains ingredients manufactured outside of the U.S.	99.59%
50038	100008180	All ingredients manufactured in the U.S.	100%

Thank you,

Correna M. Spitzmueller
 Quality Assurance Manager
 Cargill Kitchen Solutions
 P: 763-271-5628
 F: 763-271-5957
Correna_Spitzmueller@cargill.com

Cargill Kitchen Solutions
 206 West Fourth Street
 Monticello, MN 55362

Tel 763-271-5600
 Tel 800-247-5797
 Fax 763-271-5711





STATE OF WEST VIRGINIA



2015/2016 School Year

Product Code	Product Description	Pack	Net Case WT. (Lb.)	Meal Pattern Contribution	No. of Svgs Per Case	Lbs DF* in 1 Case	(USING DIVERTED EGG) DELIVERED PRICING	
							Per Case	Per Svc.
10080	Frozen Egg Product w/ Citric Acid	6/5 lb. ctn.	30.00	1 oz. = 1 meat	480	29.95	\$14.01	\$0.029
10085	Frozen Egg Product w/ Citric Acid	6/5 lb. bag	30.00	1 oz. = 1 meat	480	29.95	\$14.40	\$0.030
40005	Diced Egg Product	4/5-lb. bag	20.00	1 oz. = 1 meat	320	19.31	\$19.38	\$0.061
40067	Fully Cut Whole Grain Cinnamon Glazed French Toast	100/2.9 oz	18.12	1 Meat, 1.5 Grain	100	6.30	\$31.90	\$0.319
40080	Whole Grain Cinnamon Glazed Toast	130/2.9 oz	23.56	1 Meat, 1.5 Grain	130	8.19	\$40.92	\$0.315
40081	IW Whole Grain Cinnamon Glazed Toast	110/2.9 oz	19.93	1 Meat, 1.5 Grain	110	6.93	\$40.70	\$0.370
40082	Whole Grain French Toast Sticks Perforated	130/2.65 oz	21.53	1 Meat, 1.5 Grain	130	8.17	\$34.77	\$0.267
40084	IW Whole Grain Cinnamon Glazed French Toast Sticks Peforated	110/2.9 oz	19.93	1 Meat, 1.5 Grain	110	6.93	\$41.08	\$0.373
40176	Colby Cheese Omelet	225/2.1 oz.	29.53	2 meat	225	20.90	\$43.77	\$0.195
40184	Turkey Sausage & Cheese Frittata	225/2.2 oz.	30.94	2 meat	225	21.81	\$47.54	\$0.211
40186	IW Turkey Sausage & Cheese Frittata	210/2.2 oz.	28.87	2 meat	210	20.32	\$52.44	\$0.250
40262	IW Whole Grain Skillet Frittata Wrap w/Chorizo and Peppers	75/3.45 oz	16.17	2 meat, 1 Grain	75	7.15	\$31.16	\$0.415
40263	IW Whole Grain Tac-Go w/ Ham & Cheese	96/3.35 oz.	20.10	2 meat, 1 Grain	96	9.76	\$40.01	\$0.417
40274	IW Whole Grain Tac-Go w/ Turkey Sausage & Cheese	96/3.2 oz.	19.20	2 meat, 1 Grain	96	9.20	\$38.77	\$0.404
40275	IW Whole Grain Breakfast Wrap w/ Egg & Cheese	75/3.1 oz.	14.53	2 meat, 1 Grain	75	6.86	\$28.61	\$0.381
40635	Scrambled Egg Patties	200/1.5 oz.	18.75	1.5 meat	200	18.06	\$17.47	\$0.087
40710	Grilled Egg Patties	369/1.25 oz	28.83	1 meat	369	21.49	\$19.22	\$0.052
40827	Pre-cooked Scrambled Egg	4/5 lb. bag	20.00	1 oz. = 1 meat	320	18.36	\$15.83	\$0.049
40828	Bacon and Cheese Eggstravaganza™	4/5 lb. bag	20.00	2 cz. = 1.75 meat	160	15.23	\$32.33	\$0.202

10080

GENUINE SELECTIONS™

GOLDEN NATURE®

Frozen Egg Product

PRODUCTO CONGELADO A BASE DE HUEVO

INGREDIENTS: Whole Eggs, Citric Acid.



1 00 38057 10080 7

PASTEURIZED
HOMOGENIZED
KEEP FROZEN

6/5 lb Cartons NET WT 30 lbs

S269



1 00 38057 10080 7

B





Product Code 10085

Frozen Egg Product with Citric Acid (Golden Nature®)

Nutrition Facts

Serving Size 3 Tbsp (50g)
Servings Per Container 270.00

Amount Per Servings

Calories 70.00
Calories from Fat 40.00

	% Daily Value	
	Amount Per Serving	(based on 2000 Calorie Diet)
Total Fat (g)	4.50	7.00
Saturated Fat (g)	1.50	8.00
Trans Fat (g)	0.00	
Cholesterol (mg)	210.00	71.00
Sodium (mg)	65.00	3.00
Total Carbohydrate (g)	1.00	0.00
Dietary Fiber	0.00	0.00
Sugars	0.00	
Protein (g)	6.00	
Vitamin A		6.00
Vitamin C		0.00
Iron		4.00
Calcium		2.00

Pack: 6.00 / 5.00 Lb.

Net Weight: 30.00 lbs

Gross Weight: 31.30 lbs

Case Dimensions: 13.780 x 7.600 x 12.130

Cube: 0.73 Shelf Life 365 days

UPC Code 10038057100852

Storage Process Text:

1. 15 cases per layer
2. 4 layer per pallet
3. 60 cases per pallet max
4. Tie Stack
5. For Pallet building instructions see SOP (document ID)

Whole Eggs, Citric Acid.

206 W. Fourth Street • Monticello, Minnesota • 55362-8524

Phone: 763/271-5600 • 1-800/247-5797 • FAX: 763/271-5711 • www.usaeggs.com

40005

SALAD STATEMENTS®

Diced Eggs

Premium

ITEM NO: 100008151



1 00 38057 40005 1

FROZEN DICED EGG HUEVO EN CUBOS CONGELADO

INGREDIENTS: Whole Eggs (Egg Whites, Egg Yolks), Modified Food Starch, Salt, Citric Acid, Xanthan Gum
CONTAINS: EGGS.



KEEP FROZEN

4/5 lb Bags

NET WT 20 lbs

1 00 38057 40005 1 B



BID DESCRIPTION:

Pre-cooked Frozen Diced Egg Product. CN labeled. Whites/yolks cooked separately and combined in natural proportion. Uniform cut. Consistent taste and appearance. (No clumping or watering.) Individually quick frozen (IQF). 100-percent yield. Assured by CN label to provide 1.0 oz. equivalent meat alternate per 1.0 oz. serving. Packed in convenient 4/5 lb. bag. Product to be Cargill Kitchen Solutions/Sunny Fresh Foods label code 40005

*Also available made from whites and yolks purchased to meet USDA commodity specification.

CN CONTRIBUTION	CN 071397
Each 1.0 oz. Serving (by weight) of Pre-cooked Frozen Diced Egg provides 1.0 oz. equivalent meat alternate for the Child Nutrition Meal Pattern Requirements.	

Alan G. Artner

Alan Artner, Regulatory Affairs Manager

9/30/2014

DATE

NUTRITION FACTS DATA		
	Amount	%DV
Portion Size	1 oz.	
Calories	45	
Protein	3 g	
Total Fat	3 g	4%
Saturated Fat	1 g	5%
Trans Fat	0 g	
Carbohydrates	1 g	0%
Total Dietary Fiber	0 g	0%
Cholesterol	120 mg	41%
Calcium	17.0 mg	2%
Iron	0.38 mg	2%
Sodium	70 mg	3%
Vitamin A	159 IU	4%
Vitamin C	0.0 mg	0%
Moisture	74%	

40067

ENTRÉE ESSENTIALS®

French Toast Sticks

Whole Grain
Cinnamon Glazed

ITEM NO: 110006130



1 00 38057 40067 9

Palitos de Pan Tostado Francés Grano Integral Glaseado Canela

INGREDIENTS: Whole Wheat Bread (Whole Wheat Flour, Water, enriched (enriched with Niacin, Iron, Thiamine, Riboflavin) Wheat Flour, Yeast, Wheat Gluten, High Fructose Corn Syrup, Soybean Oil, Calcium Hydroxide to maintain softness), Sugar, Imperial Hardened Wheat Flour, Frozen and Fully Cooked of Sweet French Toast Batter, Whole Egg, Sugar, Salt, Cinnamon, Sugar Cane Juice, Vegetable Oil, Soybean Oil, Hydroxypropyl Methyl Cellulose, Soybean Lecithin, Artificial Flavors, and other food additives as permitted by FDA. Contains 100% whole grain flour (enriched with Niacin, Iron, Thiamine, Riboflavin). Contains Soybean Oil, Hydrogenated Soybean Oil, Ground Cinnamon. Contains Eggs, Wheat, Soy, and other food additives as permitted by FDA. Emulsifier (Polyglycerol Ester, Citric Acid, Ascorbic Acid).

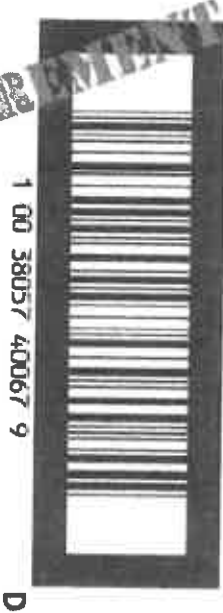
CONTAINS: EGGS, WHEAT, SOY.

Each 3-stick serving (three 0.967 oz pieces) of Whole Grain Cinnamon Glazed French Toast Sticks provides 1.00 oz. equivalent meat alternate and 1.50 oz. equivalent grains for the Child Nutrition Meal Pattern Requirements. (Use of this logo and statement authorized by the Food and Nutrition Service, USDA 95-13)



KEEP FROZEN

100/2.9 oz Servings NET WT 18.12 lbs



BID DESCRIPTION:

Whole Grain Cinnamon Glazed French Toast Sticks: CN labeled. Bread dipped in egg batter and glazed with cinnamon and sugar mixture. Fully cooked, oven-baked and lightly browned appearance. Individually quick frozen, (IQF). Assured by CN label to provide 1.0 oz. equivalent meat alternate and 1.50 oz. Equivalent grains. Packed in 18.12 lb. case, 100/2.9 oz. servings per case.

Product to be Cargill Kitchen Solutions/Sunny Fresh Foods Label Code 40067.

CN CONTRIBUTION CN 087134
Each 3-stick serving (2.9 oz.) of Whole Grain Cinnamon Glazed French Toast Sticks provides 1.00 oz. equivalent meat alternate and 1.50 oz. equivalent grains for the Child Nutrition Pattern Requirements.

NUTRITION FACTS DATA		
	Amount	%DV
Portion Size	2.9 oz.	
Calories	210	
Protein	8g	
Total Fat	8g	12%
Saturated Fat	2g	10%
Trans Fat	0g	
Carbohydrates	28g	9%
Total Dietary Fiber	3g	12%
Cholesterol	125mg	42%
Calcium	48.2mg	4%
Iron	1.7mg	10%
Sodium	320mg	13%
Vitamin A	207 IU	4%
Vitamin C	0 mg	0%
Moisture	41%	
Sugars	8g	

Alan G. Artner

Alan Artner, Regulatory Affairs Manager

9/30/2014

DATE

40081

ENTRÉE ESSENTIALS®

French Toast

Whole Grain
Cinnamon Glazed

ITEM NO: 110006843



1 00 38057 40081 5

Pan Tostado Francés Grano Integral Glaseado Canela

INGREDIENTS: Whole Wheat Bread (Whole Wheat Flour, Water, Bleached Enriched Flour (Wheat Flour, Malted Barley Flour, Reduced Iron, Thiamine Mononitrate, Riboflavin, Folate), Yeast, Wheat Gluten), High Fructose Corn Syrup, Soybean Oil, Sodium Propionate (to retard spoilage), Dough Improver (Malted Wheat Flour, Enzymes, and 2% or Less of Ascorbic Acid), Egg Batter (Whole Egg, Sugar, Salt), Cinnamon Sugar Glaze (Sugar, Vegetable Oil (Soybean Oil), Hydrogenated Soybean Oil, Soy Lecithin, Artificial Flavor, Artificial Color, and Citric Acid added as a preservative), Vegetable Shortening (Hydrogenated Soybean Oil, Hydrogenated Soybean Oil), Ground Cinnamon (treated with ethylene oxide), Salt, Potassium Sorbate, Potassium Citrate, Citric Acid, Ascorbic Acid)
CONTAINS: EGGS, WHEAT, SOY.

087131
Each 2.90 oz. serving of Whole Grain Cinnamon Glazed French Toast provides 1.00 oz. equivalent meat alternate and 1.50 oz. equivalent grains for the Child Nutrition Meal Pattern Requirements. Use of this logo and statement authorized by the Food and Nutrition Service, USDA 05-131.



KEEP FROZEN FULLY COOKED

110/2.9 oz Servings NET WT 19.93 lbs

1 00 38057 40081 5



BID DESCRIPTION:

Whole Grain Cinnamon Glazed Toast: CN labeled. Bread dipped in egg batter and glazed with cinnamon and sugar mixture. Fully cooked, oven-baked and lightly browned appearance. Individually quick frozen, (IQF). Assured by CN label to provide 1.00 oz. equivalent meat alternate and 1.50 oz. equivalent grains. Packed in 19.93 lb. case, 110/2.90 oz. servings per case.

Product to be Cargill Kitchen Solutions/Sunny Fresh Foods Label Code 40081.

CN CONTRIBUTION CN 087131
Each 2.90 oz. serving of Whole Grain Cinnamon Glazed French Toast provides 1.00 oz. equivalent meat alternate and 1.50 oz. equivalent grains for the Child Nutrition Meal Pattern Requirements.

Alan G. Artner
Alan Artner, Regulatory Affairs Manager

9/30/2014
DATE

NUTRITION FACTS DATA		
	Amount	%DV
Portion Size	2.90 oz.	
Calories	210	
Protein	8g	
Total Fat	8g	12%
Saturated Fat	2g	10%
Trans Fat	0g	
Carbohydrates	28g	9%
Total Dietary Fiber	3g	12%
Cholesterol	125mg	42%
Calcium	48.2mg	4%
Iron	1.7mg	10%
Sodium	320mg	13%
Vitamin A	207 IU	4%
Vitamin C	0 mg	0%
Moisture	41%	
Sugars	8g	

40082

ENTRÉE ESSENTIALS®

French Toast Sticks Whole Grain

ITEM NO: 110006842



1 00 38057 40082 2

Palitos de Pan Tostado Francés Grano Integral

INGREDIENTS: Whole Wheat Bread (Whole Wheat Flour, Water, Bleached Unenriched Flour (Wheat Flour, Malted Barley Flour, Niacin, Reduced Iron, Thiamine Mononitrate, Riboflavin, Folate), Yeast, Wheat Gluten, High Fructose Corn Syrup, Soybean Oil, Salt, Calcium Hydroxide (to retard staling), Dough Improver (Malted Wheat Flour, Enzymes, and 2% Citric Acid)), French Toast Batter (Whole Egg, Sugar, Salt).
CONTAINS: EGG, WHEAT.

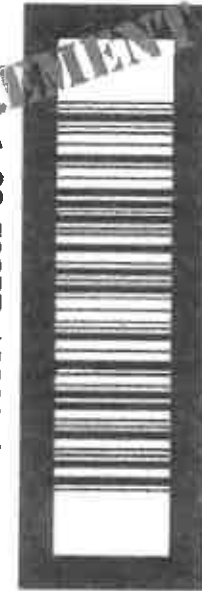
087132
Each 2.65 oz. (75 g) (3 sticks) (2.65 oz. pieces) of Whole Grain French Toast Sticks provides 1.00 oz. equivalent meat alternate and 1.50 oz. equivalent grains for Child Nutrition Meal Pattern Requirements. (Use of this logo and label is authorized by the Food and Nutrition Service, USDA 05-13)



KEEP FROZEN

130/2.65 oz Servings NET WT 21.53 lbs

1 00 38057 40082 2



C

BID DESCRIPTION:

French Toast Sticks--Whole Grain: CN labeled. Bread dipped in egg batter and perforated into pull apart sticks.. Fully cooked, oven-baked and lightly browned appearance. Individually quick frozen, (IQF). Assured by CN label to provide 1.00 oz. equivalent meat alternate and 1.50 oz. equivalent grains. Packed in 21.53 lb. case, 130/2.65 oz. servings per case.

Product to be Cargill Kitchen Solutions/Sunny Fresh Foods Label Code 40082.

CN CONTRIBUTION CN 087132
Each 3-stick serving (2.65 oz.) of Whole Grain French Toast Sticks provides 1.00 oz. equivalent meat alternate and 1.50 oz. equivalent grains for the Child Nutrition Meal Pattern Requirements.

Alan G. Artner

9/30/2014

Alan Artner, Regulatory Affairs Manager

DATE

NUTRITION FACTS DATA

	Amount	%DV
Portion Size	2.65	
Calories	160	
Protein	8g	
Total Fat	4.5g	7%
Saturated Fat	1g	6%
Trans Fat	0g	
Carbohydrates	24g	8%
Total Dietary Fiber	3g	10%
Cholesterol	125mg	42%
Calcium	46.1mg	4%
Iron	1.6mg	10%
Sodium	300mg	13%
Vitamin A	188IU	4%
Vitamin C	0 mg	0%
Moisture	44%	
Sugars	5g	

40084

ENTRÉE ESSENTIALS®

French Toast Sticks

Whole Grain Cinnamon Glazed

ITEM NO: 110014571



1 00 38057 40084 6

Palitos de Pan Tostado Francés Grano Integral Glaseado Canela

INGREDIENTS: Whole Wheat Bread, Whole Wheat Flour, Water, Bleached Enriched Flour (Wheat Flour, Malted Barley Flour, Inulin, Reduced Fat Wheat Bran, Iron, Riboflavin, Niacin, Thiamine, Folate, Vitamin E), Wheat Gluten, High Fructose Corn Syrup, Soybean Oil, Soy Lecithin, Proprietary Wheat Flour, Dough Conditioner (Wheat Flour, Eggs, and 2% or Less of: Ascorbic Acid, Calcium Peroxide, Monoacetylglycerol, Sorbic Acid), Sugar, Salt, Cinnamon, Sugar, Glaze (Sugar, Vegetable Oil, Soybean Oil, Eggs, Eggs Yolk, Salt, Water, Cinnamon, Wheat Flour, Eggs, and 2% or Less of: Ascorbic Acid, Calcium Peroxide, Monoacetylglycerol, Sorbic Acid), Hydrogenated Soybean Oil, Ground Cinnamon, Citric Acid, Citric Acid, Sorbic Acid, Ascorbic Acid, DATEM, Ascorbic Acid, DATEM, Sorbic Acid.

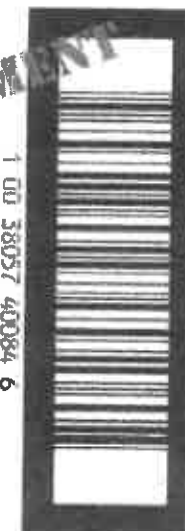
CONTAINS: EGGS, WHEAT, SOY.

091535
Each 2.90 oz. serving of Whole Grain Cinnamon Glazed French Toast provides 1.00 oz. equivalent meat alternate and 1.50 oz. equivalent grains for the Child Nutrition Meal Pattern Requirements. (Use of this logo and statement authorized by the Food and Nutrition Service, USDA 16-14)



KEEP FROZEN FULLY COOKED

110/2.9 oz Servings NET WT 19.93 lbs



1 00 38057 40084 6

A

BID DESCRIPTION:

Whole Grain Cinnamon Glazed Toast: CN labeled. Bread dipped in egg batter, scored and glazed with cinnamon and sugar mixture. Fully cooked, oven-baked and lightly browned appearance. Individually quick frozen, (IQF). Assured by CN label to provide 1.00 oz. equivalent meat alternate and 1.50 oz. equivalent grains. Packed in 19.93 lb. case, 110/2.90 oz. servings per case.

Product to be Cargill Kitchen Solutions/Sunny Fresh Foods Label Code 40084, or commercially purchased equivalent.

CN CONTRIBUTION

CN 091535

Each 2.90 oz. serving of Whole Grain Cinnamon Glazed French Toast provides 1.00 oz. equivalent meat alternate and 1.50 oz. equivalent grains for the Child Nutrition Meal Pattern Requirements.

Alan G. Artner

10/31/2014

Alan Artner, Regulatory Affairs Manager

DATE

NUTRITION FACTS DATA

	Amount	%DV
Portion Size	2.90 oz.	
Calories	210	
Protein	8g	
Total Fat	8g	12%
Saturated Fat	2g	10%
Trans Fat	0g	
Carbohydrates	28g	9%
Total Dietary Fiber	3g	12%
Cholesterol	125mg	42%
Calcium	48.2mg	4%
Iron	1.7mg	10%
Sodium	320mg	13%
Vitamin A	207 IU	4%
Vitamin C	0 mg	0%
Moisture	41%	
Sugars	8g	

1 00 38057 40176 8



40176

ENTRÉE ESSENTIALS®

Omelet relleno de queso colby

INGREDIENTS: Whole Eggs, Colby Cheese, Pasteurized Milk, Cheese Culture, Salt, Enzymes, Annatto, Water, Soybean Oil, Whole Milk Powder, Modified Food Starch, Salt, Xanthan Gum, Citric Acid.
CONTAINS: EGGS, MILK, SOY.

Skillet Omelet®

with Colby Cheese

ITEM NO: 100008161



1 00 38057 40176 8

CN 071399
Each 2.1 oz serving of Colby Cheese Skillet Omelets provides 2.00 oz equivalent meat alternate for the Child Nutrition Meal Pattern Requirements (Use of this logo and statement authorized by the Food and Nutrition Service USDA 01-08)
CN



KEEP FROZEN

225/2.1 oz Servings NET WT 29.53 lbs

BID DESCRIPTION:

Pre-cooked Frozen Colby Cheese Skillet Omelets. CN labeled. Contains pasteurized eggs and real colby cheese. Omelet is sized to 2.1 oz. portion. Simple heat and serve preparation. Assured by CN label to provide 2.0 oz. equivalent meat alternate per serving. Packed in 29.53 lb. case, 225/2.1 oz. servings per case. Product to be Cargill Kitchen Solutions/Sunny Fresh Foods label code 40176.

*Also available made with USDA commodity whole egg or commercially purchased equivalent.

CN CONTRIBUTION

CN 071399

Each 2.1 oz. serving of Colby Cheese Skillet Omelets provides 2.0 oz. equivalent meat alternate for the Child Nutrition Meal Pattern Requirements.

Alan G. Artner

9/30/2014

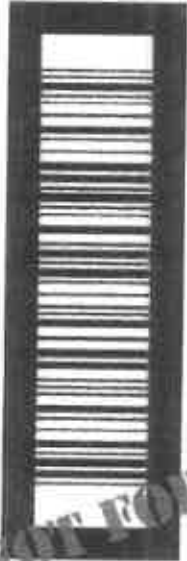
Alan Artner, Regulatory Affairs Manager

DATE

NUTRITION FACTS DATA

	Amount	%DV
Portion Size	2.1 oz.	
Calories	110	
Protein	8 g	
Total Fat	8 g	12%
Saturated Fat	3 g	16%
Trans Fat	0 g	
Carbohydrates	1 g	0%
Total Dietary Fiber	0 g	0%
Cholesterol	195 mg	64%
Calcium	84 mg	8%
Iron	0.66 mg	4%
Sodium	210 mg	9%
Vitamin A	374	8%
Vitamin C	0.0 mg	0%
Moisture	69%	

1 00 38057 40184 3



40184

ENTRÉE ESSENTIALS®

Skillet Frittata® with Egg, Cheese and Turkey Sausage



1 00 38057 40184 3

INGREDIENTS: Whole Eggs, Shredded Pasteurized Process Cheddar Cheese [Cheddar Cheese (Milk, Cheese Culture, Salt, Enzymes), Water, Sodium Phosphate, Milk Fat, Sodium Hexametaphosphate, Salt, Vegetable Color (Paprika and Annatto), Cellulose (to prevent caking)], Water, Cooked Turkey Breakfast Sausage (Turkey, Water, Contains less than 2% of the following: Salt, Sugar, Spice Extractives and Natural Flavoring), Soybean Oil, Contains less than 2% of the following: Whole Milk Powder, Modified Food Starch, Yeast, Seasoning [Autolyzed Yeast Extract, Maltodextrin, Salt, Sugar], Hydrogenated Coltonseed Oil and Soybean Oil, Sodium Diphosphate, Sodium Phosphate, Citric Acid.

CONTAINS: EGG, MILK

CN 078182
Each 2.20 oz. serving of Egg (Cheese and Turkey Sausage) Frittata provides 2.00 oz. equivalent meat/meat alternate for the Child Nutrition Meal Pattern Requirements. (Use of this logo and statement authorized by the Food and Nutrition Service, USDA 08-10).
CN

KEEP FROZEN

225/2.2 oz Servings NET WT 30.94 lbs

BID DESCRIPTION:

Pre-cooked Frozen Skillet Frittata with Cheese and Turkey Sausage. CN labeled. Contains pasteurized eggs, pasteurized processed cheddar cheese and fully cooked turkey sausage crumbles. Frittata is sized to 2.2 oz. portion. Simple heat and serve preparation. Assured by CN label to provide 2.0 oz. equivalent meat alternate per serving. Packed in 30.94 lb. case, 225/2.2 oz. servings per case. Product to be Cargill Kitchen Solutions/Sunny Fresh Foods label code 40184.

*Also available made with USDA commodity whole egg or commercially purchased equivalent.

CN CONTRIBUTION **CN 078182**

Each 2.20 oz. serving of Egg, Cheese and Turkey Sausage Frittata provides 2.0 oz. equivalent meat/meat alternate for the Child Nutrition Meal Pattern Requirements.

Alan G. Artner

Alan Artner, Regulatory Affairs Manager

9/30/2014

DATE

NUTRITION FACTS DATA

	Amount	%DV
Portion Size	2.2 oz.	
Calories	100	
Protein	8 g	
Total Fat	7 g	11%
Saturated Fat	3 g	14%
Trans Fat	0 g	
Carbohydrates	2 g	1%
Total Dietary Fiber	0 g	0%
Cholesterol	200 mg	66%
Calcium	64 mg	6%
Iron	0.7 mg	4%
Sodium	290 mg	12%
Vitamin A	353 IU	8%
Vitamin C	0.0 mg	0%
Sugars	0 g	
Moisture	67%	

40186

ENTRÉE ESSENTIALS®

Skillet Frittata® with Egg, Cheese and Turkey Sausage

ITEM NO: 100008164



1 00 38057 40186 7

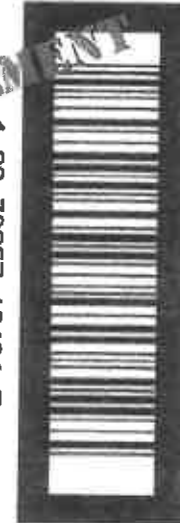
INGREDIENTS: Whole Eggs, Shredded Pasturized Process Cheddar Cheese (C), Cheddar Cheese (RM), Cheese Culture Salt, Eggs, Water, Sodium Phosphate, Milk Fat, Sodium Diacetate, Potassium Sorbate, Salt, Vegetable Oil or Palm Oil and Artificially Flavored (to deliver calcium), Water, Cooked Turkey Breastless Sausage Crumbles, Turkey, Water. Contains less than 2% of the following: Salt, Spices, Beef Fat, Sugar, Spices, Potatoes and Turkey Fat. Contains less than 2% of the following: Water, L/L Phosphate, Modified Food Starch, Sausage Seasoning (Autolyzed Yeast Extract, Stabilizers, Salt, Sugar, Bacon, Partially Hydrogenated Cottonseed Oil and Soybean Oil), Sodium Citrate, Sodium Citrate, Citric Acid.
CONTAINS: EGG, MILK, SOY.

Each 2.20 oz. serving of Egg, Cheese and Turkey Sausage Frittata provides 2.00 oz. equivalent meat/meat alternate for the Child Nutrition Meal Pattern Requirements. (Use of this logo and statement is subject to the Food and Nutrition Service USDA 08-10).
CN 078183

**NOT FOR
RETAIL SALE
KEEP FROZEN**



210/2.2 oz Servings NET WT 28.87 lbs



1 00 38057 40186 7

BID DESCRIPTION:

Pre-cooked Frozen Skillet Frittata with Egg, Cheese and Turkey Sausage. CN labeled. Contains pasteurized eggs, pasteurized processed cheddar cheese and fully cooked turkey sausage crumbles. Frittata is sized to 2.2 oz. portion. Simple heat and serve preparation. Assured by CN label to provide 2.0 oz. equivalent meat/meat alternate per serving. Packed in 28.87 lb. case, 210/2.2 oz. servings per case. Product to be Cargill Kitchen Solutions/Sunny Fresh Foods label code 40186.

*Also available made with USDA commodity whole egg or commercially purchased equivalent.

CN CONTRIBUTION CN 078183
Each 2.20 oz. serving of Egg, Cheese and Turkey Sausage Frittata provides 2.00 oz. equivalent meat/meat alternate for the Child Nutrition Meal Pattern Requirements.

Alan C. Artner
Alan Artner, Regulatory Affairs Manager DATE
10/31/2014

NUTRITION FACTS DATA		
	Amount	%DV
Portion Size	2.2 oz.	
Calories	100	
Protein	8 g	
Total Fat	7 g	11%
Saturated Fat	3 g	14%
Trans Fat	0 g	
Carbohydrates	2 g	1%
Total Dietary Fiber	0 g	0%
Cholesterol	200 mg	66%
Calcium	64 mg	6%
Iron	0.7 mg	4%
Sodium	290 mg	12%
Vitamin A	353 IU	8%
Vitamin C	0.0 mg	0%
Sugars	0 g	
Moisture	67%	

40262

ENTRÉE ESSENTIALS®

Skillet Frittata®

with Pork Topping with Chorizo Seasoning, Cheese, Jalapeno Peppers, and Onions in a Whole Wheat Tortilla

ITEM NO: 110006430



1 00 38057 40262 8

INGREDIENTS: Frittata (pasteurized eggs, cheddar cheese, jalapeno peppers, onions, whole wheat flour, salt, pepper, pork, chorizo, cheese, tortilla), Pork Topping with Chorizo Seasoning, Cheese, Jalapeno Peppers, and Onions in a Whole Wheat Tortilla. **CONTAINS: EGGS, MILK, WHEAT, SOY**

088756
Each 3.45 oz. Skillet Frittata® with Pork Topping with Chorizo Seasoning, Cheese, Jalapeno Peppers, and Onions in a Whole Wheat Tortilla provides 2.00 oz. equivalent meat/meat alternate and 1.00 oz. equivalent grains for the Child Nutrition Meal Pattern Requirements. (Use of this logo and statement is authorized by the Food and Nutrition Service, USDA 11/13/11)

**NOT FOR
RETAIL SALE
KEEP FROZEN**



75/3.45 oz Servings

NET WT 16.17 lbs



1 00 38057 40262 8

BID DESCRIPTION:

Skillet Frittata Wrap. CN labeled. Made from USDA commodity whole eggs or commercially purchased equivalent. Fully cooked frittata made with pasteurized eggs, cheese, jalapeno peppers, onions and fully cooked pork topping flavored with chorizo. Wrapped in a whole wheat flour tortilla. (IQF). CN label to provide 2.00 oz equivalent meat/meat alternate and 1.00 oz. equivalent grains. Individually wrapped in ovenable film. Packed in 16.17 lb. case, 75/3.45 oz servings per case. Cargill Kitchen Solutions/Sunny Fresh Foods label code 40262.

*Also available made with USDA commodity whole egg or commercially purchased equivalent.

CN CONTRIBUTION

CN 088756

Each 3.45 oz. Skillet Frittata® with Pork Topping with Chorizo Seasoning, Cheese, Jalapeno Peppers, and Onions in a Whole Wheat Tortilla provides 2.00 oz. equivalent meat/meat alternate and 1.00 oz. equivalent grains for the Child Nutrition Meal Pattern Requirements.

Alan G. Artner

10/31/2014

Alan Artner, Regulatory Affairs Manager

DATE

NUTRITION FACTS DATA

	Amount	%DV
Portion Size	3.45 oz	
Calories	180	
Protein	10g	
Total Fat	9g	14%
Saturated Fat	3.5g	18%
Trans Fat	0g	
Carbohydrates	15g	5%
Total Dietary Fiber	2g	8%
Cholesterol	190mg	63%
Calcium	89.5mg	8%
Iron	.8mg	4%
Sodium	420mg	18%
Vitamin A	398IU	8%
Vitamin C	1.8mg	4%
Sugars	1g	
Moisture	57%	

40263

ENTRÉE ESSENTIALS®

Tac-Go®

with Egg, Cheese, and Ham
in a Whole Wheat Flour Tortilla

ITEM NO: 110006416



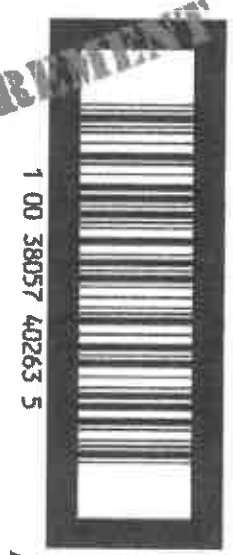
1 00 38057 40263 5

TAC-GO® CON HUEVO, QUESO Y JAMÓN EN UNA TORTILLA DE HARINA DE TRIGO ENTERO

INGREDIENTS: FRITTATA (Whole Eggs, Water, Pasteurized Process Cheddar Cheese (Cheddar Cheese (Pasteurized M.L. Cheese Culture, Salt, Emulsifier, Acetate/Vegetable Glycerol, Water, Cream, Soybean Lecithin), Fat, Acids/Citric Acid, Sodium Citrate, Sodium Phosphate, Sodium Bicarbonate, Sodium Hydroxide and Food Grade Potassium Sorbate), Eggs, Ham, Cheese, and Ham), Tortilla (Whole Wheat Flour, Water, Salt, Yeast, Soybean Lecithin, Potassium Sorbate, Mono- and Diglycerides of Fatty Acids, Sodium Hydroxide, and Food Grade Potassium Sorbate), Sugar, Salt, Soybean Lecithin, Sodium Bicarbonate, Corn Starch, Soybean Lecithin, Mono- and Diglycerides of Fatty Acids, Sodium Hydroxide, and Food Grade Potassium Sorbate, and Soybean Lecithin), and Soybean Lecithin. **CONTAINS: EGGS, MILK, WHEAT, SOY.**

Each 3.35 oz. serving of Tac-Go with Egg, Cheese and Ham in a Whole Wheat Flour Tortilla provides 2.00 oz. equivalent meat/meat alternate and 1.00 oz. equivalent grains for the Child Nutrition Meal Pattern Requirements. (Use of this logo and statement is authorized by the Food and Nutrition Service. USDA 09-18)

**NOT FOR
RETAIL SALE
KEEP FROZEN
96/3.35 oz Servings NET WT 20.1 lbs**



1 00 38057 40263 5
A

BID DESCRIPTION:

Tac-Go Breakfast Wrap. CN labeled. Made from USDA commodity whole eggs or commercially purchased equivalent. Fully cooked frittata made with pasteurized eggs, pasteurized processed cheddar cheese and fully cooked ham. Wrapped in a whole wheat flour tortilla. (IQF). CN label to provide 2.00 oz equivalent meat/meat alternate and 1.00 oz. equivalent grains. Individually wrapped in ovenable film. Packed in 20.1 lb. case, 96/3.35 oz. servings per case. Cargill Kitchen Solutions/Sunny Fresh Foods label code 40263.

*Also available made with USDA commodity whole egg or commercially purchased equivalent.

CN CONTRIBUTION **CN 088559**
Each 3.35 oz. Tac-Go® with Egg, Cheese and Ham in a Whole Wheat Flour Tortilla provides 2.00 oz. equivalent meat/meat alternate and 1.00 oz. equivalent grains for the Child Nutrition Meal Pattern Requirements.

Alan G. Artnar
Alan Artnar, Regulatory Affairs Manager

10/27/2014

DATE

NUTRITION FACTS DATA

	Amount	%DV
Portion Size	3.35 oz	
Calories	180	
Protein	10g	
Total Fat	9g	14%
Saturated Fat	3.5g	18%
Trans Fat	0g	
Carbohydrates	15g	5%
Total Dietary Fiber	2g	8%
Cholesterol	205mg	68%
Calcium	100mg	10%
Iron	0.7mg	4%
Sodium	400mg	17%
Vitamin A	380IU	8%
Vitamin C	0.03mg	0%
Sugars	1g	
Moisture	59%	

40274

ENTRÉE ESSENTIALS®

Tac-Go®

with Egg, Cheese and Turkey Sausage
in a Whole Wheat Flour Tortilla

ITEM NO: 110003985



1 00 38057 40274 1

TAC-GO® CON HUEVO, QUESO Y SALCHICHA DE PAVO EN UNA TORTILLA DE HARINA DE TRIGO ENTERO

INGREDIENTS: FRITTATA - Whole Eggs, Shredded Pasteurized Process Cheddar Cheese (Cheddar Cheese (Milk, Cheese Culture, Salt, Broomed, Water, Sodium Phosphate, Milk Fat, Sodium Hexametaphosphate, Salt, Vegetable Color (Paprika and Annatto), Powdered Cellulose (to prevent caking), Water, Cooked Turkey Sausage Crumbles (Turkey Sausage, Contains less than 2% of the following: Salt, Spices, Dextrose, Sugar, Spice Extractives and Natural Flavors), Soybean Oil, Whole Milk Powder, Modified Food Starch, Sausage Seasoning (Autolyzed Yeast Extract, Maltodextrin, Salt, Sugar, Flavors, Celery, Celery Oil and Soybean Oil, Silicon Dioxide), Salt, Xanthan Gum, Citric Acid, WHEAT FLOUR (WHEAT)), Whole Wheat Flour, 3.2 oz. (90.7g) (Contains 2.00 oz. (56.7g) Equivalent Meat/Meat Alternate and 1.00 oz. (28.3g) Equivalent Grains for the Child Nutrition Meal Pattern Requirements), (Use of this logo and statement authorized by the Food and Nutrition Service, USDA 10-12)

Each 3.2 oz. Tac-Go with Egg, Cheese and Turkey Sausage in a Whole Wheat Flour Tortilla provides 2.00 oz. equivalent meat/meat alternate and 1.00 oz. equivalent grains for the Child Nutrition Meal Pattern Requirements. (Use of this logo and statement authorized by the Food and Nutrition Service, USDA 10-12)

**NOT FOR
RETAIL SALE
KEEP FROZEN**



96/3.2 oz Servings NET WT 19.2 lbs



1 00 38057 40274 1

NUTRITION FACTS DATA

	Amount	%DV
Portion Size	3.2oz	
Calories	180	
Protein	10g	
Total Fat	9g	14%
Saturated Fat	3.5g	17%
Trans Fat	0g	
Carbohydrates	14g	5%
Total Dietary Fiber	2g	8%
Cholesterol	200mg	66%
Calcium	97.9mg	10%
Iron	.74mg	4%
Sodium	400mg	17%
Vitamin A	352 IU	8%
Vitamin C	.01mg	0%
Sugars	1g	
Moisture	58%	

BID DESCRIPTION:

Tac-Go Breakfast Wrap. CN labeled. Made from USDA commodity whole eggs or commercially purchased equivalent. Fully cooked frittata made with pasteurized eggs, pasteurized processed cheddar cheese and fully cooked turkey sausage. Wrapped in a whole wheat flour tortilla. (IQF). CN label to provide 2.00 oz equivalent meat/meat alternate and 1.00 oz. equivalent grains. Individually wrapped in ovenable film. Packed in 19.2 lb. case, 96/3.2 oz. servings per case. Cargill Kitchen Solutions/Sunny Fresh Foods label code 40274.

*Also available made with USDA commodity whole egg or commercially purchased equivalent.

CN CONTRIBUTION

CN 085518

Each 3.2 oz. Frozen Pre-Cooked Egg Omelet Encased in a Whole Wheat Flour Tortilla provides a 2.00 oz. Equivalent meat/meat alternate and 1.00 oz. equivalent grains for the Child Nutrition Meal Pattern Requirements.

Alan C. Artnar

10/31/2014

Alan Artnar, Regulatory Affairs Manager

DATE

40635

BREAKFAST BASICS™

Empanada de Huevos Revueltos

INGREDIENTS: Whole Eggs, Water, Modified Food Starch, Salt, Citric Acid and Guar Gum.
CONTAINS: EGGS, SOY.

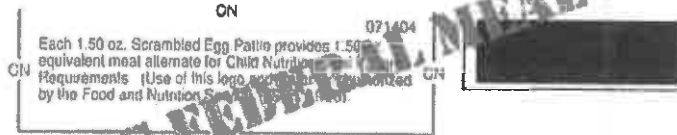
Egg Patties

Scrambled

ITEM NO: 100008168



1 00 38057 40635 0



KEEP FROZEN

200/1.5 oz Servings NET WT 18.75 lbs

1 00 38057 40635 0 B



BID DESCRIPTION:

Pre-cooked Frozen Scrambled Egg Patties (1.5 oz.) CN labeled. Fully cooked patties made with pasteurized eggs, steam cooked and then individually quick frozen (IQF) Assured by CN label to provide 1.50 oz. equivalent meat alternate per pattie. Packed in 18.75 lb. case, 200/1.5 oz. servings per case.

Product to be Cargill Kitchen Solutions/Sunny Fresh Foods label code 40635.

*Also available made with USDA commodity whole egg or commercially purchased equivalent.

CN CONTRIBUTION	CN 071404
Each 1.50 oz. Scrambled Egg Pattie provides 1.50 oz equivalent meat alternate for the Child Nutrition Meal Pattern Requirement.	

Alan G. Artner

10/27/2014

Alan Artner, Regulatory Affairs Manager

DATE

NUTRITION FACTS DATA

	Amount	%DV
Portion Size	1.5 oz.	
Calories	60	
Protein	5 g	
Total Fat	3.5 g	6%
Saturated Fat	1.5 g	6%
Trans Fat	0 g	
Carbohydrates	1 g	0%
Total Dietary Fiber	0 g	0%
Cholesterol	175 mg	58%
Calcium	20 mg	2%
Iron	0.6 mg	4%
Sodium	135 mg	6%
Vitamin A	260 IU	6%
Vitamin C	0.0 mg	0%
Moisture	74%	

1 00 38057 40710 4



40710

BREAKFAST BUILDERS™

Egg Patties

Grilled

ITEM NO: 110010394



1 00 38057 40710 4

Empanada de Huevo a la Parilla

INGREDIENTS: Whole Eggs, Water, Dry Whole Milk, Soybean Oil, Salt, Xanthan Gum, Citric Acid, Soy Lecithin (emulsifier)
 CONTAINS: EGG, MILK, SOY.

Each 1.25 oz. Grilled Egg Pattie provides 1.00 oz. equivalent meat alternate for the Child Nutrition Meal Pattern Requirements. (Use of this logo and statement authorized by the Food and Nutrition Service, USDA 09-16)



KEEP FROZEN

369/1.25 oz Servings NET WT 28.83 lbs

BID DESCRIPTION:

Grilled Egg Pattie. CN labeled. Made from USDA commodity whole eggs or commercially purchased equivalent. Fully cooked patties are made with pasteurized eggs, oven baked and lightly browned grilled appearance. Individually quick frozen, (IQF). CN labeled to provide 1.00 oz. equivalent meat alternate per pattie. Packed in 28.83 lb. case, 369/1.25 oz. servings per case. Product to be Cargill Kitchen Solutions/Sunny Fresh Foods label code 40710.

*Also available made with USDA commodity whole egg or commercially purchased equivalent.

CN CONTRIBUTION **CN 088557**
 Each 1.25 oz. Grilled Egg Patties provides 1.00 oz. equivalent meat alternate for the Child Nutrition Meal Pattern Requirements.

Alan G Artner

10/27/2014

DATE

NUTRITION FACTS DATA

	Amount	%DV
Portion Size	1.25 oz.	
Calories	45	
Protein	3 g	
Total Fat	3.5 g	5%
Saturated Fat	1 g	5%
Trans Fat	0 g	
Carbohydrates	1 g	0%
Total Dietary Fiber	0 g	0%
Cholesterol	115 mg	38%
Calcium	19 mg	2%
Iron	0.38 mg	2%
Sodium	115 mg	5%
Vitamin A	174 IU	4%
Vitamin C	0.0 mg	0%
Sugars	0 g	
Moisture	77%	

X

Alan G Artner
 Regulatory Affairs Manager

40827

BREAKFAST BUILDERS™

Pre-Cooked Scrambled Eggs

Medium Size

ITEM NO: 100009170



1 00 38057 40827 9

Huevos Revueltos Precocido Tamaño Mediano

INGREDIENTS: Whole Eggs, Skim Milk, Soybean Oil, Modified Food Starch, Salt, Xanthan Gum, Liquid Pepper Extract, Citric Acid, Artificial Butter Flavor (Soybean Oil, Butter, Lipolyzed Butter Fat, Flavors and Artificial Colors).
CONTAINS: EGGS, MILK.

Each 1.00 oz. serving (by weight) of Cargill Kitchen Solutions Sunny Fresh Foods provides 1.00 oz. equivalent meat alternate for the Child Nutrition Meal Pattern Requirements. See the CN label for more information. For use and Nutrition Service, visit www.usda.gov.

U.S. PATENT NO. 6,759,076

KEEP FROZEN

4/5 lb Bags NET WT 20 lbs



1 00 38057 40827 9

BID DESCRIPTION:

Pre-cooked Frozen Scrambled Eggs. CN labeled. Fully cooked scrambled eggs, quick frozen for freshness and packaged in convenient 5 lb. bags. Each 1.00 oz. serving is assured by CN label to provide 1.00 oz. equivalent meat alternate. Packed in 20 lb. Case, 4/5 lb. bags. Product to be Cargill Kitchen Solutions/Sunny Fresh Foods label code 40827.

*Also available made with USDA commodity whole egg or commercially purchased equivalent.

CN CONTRIBUTION CN 090969
Each 1.0 oz. serving by weight of Scrambled Eggs provides
1.0 oz. equivalent meat alternate for the Child Nutrition Meal Pattern Requirements.

Alan Artner
Alan Artner, Regulatory Affairs Manger 10/31/2014
DATE

NUTRITION FACTS DATA		
	Amount	%DV
Portion Size	1 oz.	
Calories	45	
Protein	3 g	
Total Fat	3 g	5%
Saturated Fat	1 g	5%
Trans Fat	0 g	
Carbohydrates	1 g	0%
Total Dietary Fiber	0 g	0%
Cholesterol	95 mg	32%
Calcium	17 mg	2%
Iron	0.38 mg	2%
Sodium	130 mg	5%
Vitamin A	141 IU	2%
Vitamin C	0.0 mg	0%
Moisture	71%	

40828

BREAKFAST BUILDERS™

EggStravaganza® Cooked Egg Product with Cheese & Bacon

ITEM NO: 100008171



1 00 38057 40828 6

EggStravaganza® PRODUCTO DE HUEVO COCIDO CON QUESO Y TOCINO

INGREDIENTS: Pre-cooked Scrambled Eggs (Whole Eggs, Skim Milk, Soybean Oil, Modified Food Starch, Salt, Xanthan Gum, Liquid Pepper Extract, Citric Acid, Artificial Butter Flavor (Soybean Oil, Butter, Salt, Water, and Artificial Flavors), Potassium Phosphate, Cheddar Cheese (Milk, Cheddar Cheese, Salt, Enzymes, Annatto (Color), Water, Cream, Sodium Phosphate, Salt, Citric Acid, and Potassium Phosphate), Fully Cooked Bacon (Bacon, Salt, Sugar, Sodium Phosphate, Sodium Nitrite, and Sodium Nitrate), and Water. **CONTAINS: EGGS, MILK.**

Each 2.00 oz. serving (by weight) of the blend of Scrambled Eggs, Cheese, and Bacon Pieces provides 1.75 oz. equivalent meat alternate for the Child Nutrition Meal Pattern Requirements. (See the main logo and statement authorized by the Food and Nutrition Service.)

U.S. PATENT NO. 6,759,076

**NOT FOR RETAIL SALE
KEEP FROZEN**

4/5 lb Bags NET WT 20 lbs



1 00 38057 40828 6 D

BID DESCRIPTION:

Pre-cooked Frozen Scrambled Eggs, with fully cooked bacon and pasteurized process sharp cheddar cheese. CN labeled. Quick frozen for freshness and packaged in convenient 5 lb. bags. Each 2.00 oz. Serving provides 1.75 oz. equivalent meat alternate. Packed in 20 lb Case. 4/5 lb. bags. Product to be Cargill Kitchen Solutions/Sunny Fresh Foods label code 40828.

*Also available made with USDA commodity whole egg or commercially purchased equivalent.

CN CONTRIBUTION **CN 090968**
Each 2.00 oz. Serving (by weight) of the blend of Scrambled Eggs, Cheese and Bacon Pieces provides 1.75 oz equivalent meat alternate for the Child Nutrition Meal Pattern Requirements.

Alan Artner

Alan Artner, Regulatory Affairs

10/31/2014

DATE

NUTRITION FACTS DATA

	Amount	%DV
Portion Size	2 oz.	
Calories	120	
Protein	8 g	
Total Fat	9 g	13%
Saturated Fat	3.5 g	16%
Trans Fat	0 g	
Carbohydrates	1 g	0%
Total Dietary Fiber	0 g	0%
Cholesterol	170 mg	57%
Calcium	61.9 mg	6%
Iron	0.69 mg	4%
Sodium	280 mg	11%
Vitamin A	314 IU	6%
Vitamin C	0.0 mg	0%
Sugars	0 g	
Moisture	61%	

SEPDS A

SUMMARY END PRODUCT DATA SCHEDULE

CARGILL KITCHEN SOLUTIONS

- 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 (If false)
- Additional Products Listed
- Correction

- Value-Pass Thru System Approved
- Direct Sale
 - Refund to Recipient
 - Not Pass thru Distributor
 - Fee for Service billed by Processor
 - Fee for Service billed by state

Information Certified as Accurate from Approved EPDS (requires signature from agency that approved EPDS)										Certified by State Agency	
End Product Code & Description	Net Weight Per Case	Servings Per Case	Net Weight per Serving (oz)	WBSCM Item Code	WBSCM Description	DF Inventory Drawdown per case	By Products produced*	Value of DF	Value of DF per case (FxH)	Effective Date	State Agency Acceptance /Approval <input type="checkbox"/> Check for quick approval
A	B	C	D		E	F	G	H	I	K	L
10080 Frozen Egg Product w/ citric acid	30.00	480	1.00	100047	EGGS WHOLE LIQ BULK -TANK	29.95	No	\$0.8899	\$28.65		
10085 Frozen Egg Product w/ citric acid	30.47	480	1.00	100047	EGGS WHOLE LIQ BULK -TANK	29.95	No	\$0.8899	\$26.65		
40005 Diced Egg product	20.00	320	1.00	100047	EGGS WHOLE LIQ BULK -TANK	19.31	No	\$0.8899	\$17.18		
40067 Whole Grain French Toast Slices Cinnamon Glazed Fully Cut	18.12	100	2.80	100047	EGGS WHOLE LIQ BULK -TANK	6.30	No	\$0.8899	\$5.61		
40080 Whole Grain Cinnamon Glazed French Toast	23.58	130	2.90	100047	EGGS WHOLE LIQ BULK -TANK	8.19	No	\$0.8899	\$7.29		
40081 Whole Grain Cinnamon Glazed French Toast IW	19.83	110	2.80	100047	EGGS WHOLE LIQ BULK -TANK	8.83	No	\$0.8899	\$8.17		
40082 Whole Grain French Toast Slices	21.53	130	2.85	100047	EGGS WHOLE LIQ BULK -TANK	8.17	No	\$0.8899	\$7.27		
40084 IW Whole Grain French Toast Cinnamon Glazed Tet Slices (perforated)	19.93	110	2.80	100047	EGGS WHOLE LIQ BULK -TANK	8.83	No	\$0.8899	\$8.17		
40176 Colby Cheese Omelet	28.53	225	2.10	100047	EGGS WHOLE LIQ BULK -TANK	20.90	No	\$0.8899	\$18.80		
40184 Sausage & Cheese Frittata	30.94	225	2.20	100047	EGGS WHOLE LIQ BULK -TANK	21.81	No	\$0.8899	\$19.41		
40186 Sausage 7 Cheese Frittata IW	28.87	210	2.20	100047	EGGS WHOLE LIQ BULK -TANK	20.32	No	\$0.8899	\$18.08		
40262 IW Whole Grain Frittata Wrap w/Egg, Chorizo & Peppers	16.17	75	3.45	100047	EGGS WHOLE LIQ BULK -TANK	7.15	No	\$0.8899	\$6.36		
40263 IW Whole Grain Tac-Go w/ Egg, Cheese & Ham	20.10	88	3.35	100047	EGGS WHOLE LIQ BULK -TANK	8.78	No	\$0.8899	\$8.68		
40274 IW Whole Grain Tac-Go w/ Egg, Cheese & Turkey Sausage	19.20	88	3.20	100047	EGGS WHOLE LIQ BULK -TANK	9.20	No	\$0.8899	\$8.19		
40275 IW Whole Grain Breakfast Wrap Flavored with Cheese	14.53	75	3.10	100047	EGGS WHOLE LIQ BULK -TANK	8.86	No	\$0.8899	\$8.10		
40635 Scrambled Egg Patties	18.75	200	1.50	100047	EGGS WHOLE LIQ BULK -TANK	16.08	No	\$0.8899	\$16.07		
40710 Grilled Egg Patties	26.63	389	1.25	100047	EGGS WHOLE LIQ BULK -TANK	21.49	No	\$0.8899	\$19.12		
40827 Pre-cooked Scrambled Egg	20.00	320	1.00	100047	EGGS WHOLE LIQ BULK -TANK	18.38	No	\$0.8899	\$16.34		
40828 Bacon & Cheese Eggstravaganza	20.00	180	2.00	100047	EGGS WHOLE LIQ BULK -TANK	15.23	No	\$0.8899	\$13.55		
50038 Pillow-Pak Hard Cooked Eggs (refrig)	14.04	144	1.54	100047	EGGS WHOLE LIQ BULK -TANK	13.83	No	\$0.8899	\$12.31		

Note IW is Individually Wrapped
PROCESSOR:

Cargill Kitchen Solutions, Inc.	
Name of Company	
Bruce Schmidt, Vice President	
Name and Title of Authorized Representative	
Signature	11/24/2014 Date Signed

USDA APPROVAL:
(not applicable for state summary)

USDA FNS FDD	
Name of Approving Agency	
Sherry Thackeray, Comm. Processing	
Name and Title of Authorized Representative	
Signature	11/24/2014 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

SOLICITATION NUMBER: AGR150000017
Addendum Number: 1

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

Addendum 1

To add Attachment B to the solicitation.

No further changes.

03/24/15 09:47:29
Purchasing Division

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

Terms and Conditions:

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

ATTACHMENT A

**NATIONAL PROCESSING AGREEMENT
STATE PARTICIPATION AGREEMENT**

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

State Distributing Agency
WV Department of Agriculture, Food Distribution Program

Processor

Cargill Kitchen Solutions

Name Darrell Carter

Name

Becky Turner

Title Program Director

Title

Sales Administrator

Address 4496 Cedar Lakes Road

Address

206 W 4th St

City, State, Zip Ripley, WV 25271

City, State, Zip

Montcello WV 25362

Contact Darrell Carter

Contact

same

Phone 304-558-0573

Phone

763-271-5773

Fax 304-372-3312

Fax

763-271-5716

E-mail dcarter@wvda.us

E-mail

becky.turner@cargill.com

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

Web Address

www.sunnyfresh.com

Signature _____

Signature Becky Turner

Date _____

Date 3-20-15

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

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

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

*Sales Verification Required

If sales verification is required, check one:

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

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

State will conduct sales verification

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

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

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

Yes No

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

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

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

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

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

Submit CN labels with SEPDS.

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 SUBMISSION OF MAXIMUM PRICES WHICH WILL BE CHARGED TO WEST VIRGINIA FOR THE DURATION OF THE AGREEMENT (IF AN AGREEMENT IS AWARDED)

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

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: AGR1500000017

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

Cargill Kitchen Solutions
Company

Becky Turner
Authorized Signature

3-20-15
Date

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

SEPDS A

SUMMARY END PRODUCT DATA SCHEDULE

CARGILL KITCHEN SOLUTIONS

- 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 (Rate)
- Additional Products Listed
- Correction

- Value-Pass Thru System Approved
- Direct Sale
 - Refund to Recipient
 - Net Pass thru Distributor
 - Fee for Service billed by Processor
 - Fee for Service billed by dist.

Information Certified as Accurate from Approved EPDS (requires signature from agency that approved EPDS)											Certified by State Agency		FFS Price
End Product Code & Description	Net Weight Per Case	Servings Per Case	Net Weight per Serving (oz)	WBSCM Item Code	WBSCM Description	DF Inventory Drawdown per case	By Products produced*	Value of DF	Value of DF per case (F&M)	Effective Date	State Agency Acceptance /Approval	<input type="checkbox"/> Check for quick approval	
A	B	C	D		E	F	G	H	I	K	L		
10080 Frozen Egg Product w/ citric acid	30.00	480	1.00	100047	EGGS WHOLE LIQ BULK-TANK	29.95	No	\$0.8899	\$26.85				\$14.01
10085 Frozen Egg Product w/ citric acid	30.47	480	1.00	100047	EGGS WHOLE LIQ BULK-TANK	29.95	No	\$0.8899	\$26.85				\$14.40
40005 Diced Egg product	20.00	320	1.00	100047	EGGS WHOLE LIQ BULK-TANK	19.31	No	\$0.8899	\$17.18				\$19.38
40087 Whole Grain French Toast Sticks Cinnamon Glazed Fully Cut	18.12	100	2.90	100047	EGGS WHOLE LIQ BULK-TANK	6.30	No	\$0.8899	\$5.61				\$31.80
40080 Whole Grain Cinnamon Glazed French Toast	23.58	130	2.90	100047	EGGS WHOLE LIQ BULK-TANK	8.19	No	\$0.8899	\$7.29				\$40.82
40081 Whole Grain Cinnamon Glazed French Toast IW	18.93	110	2.80	100047	EGGS WHOLE LIQ BULK-TANK	6.93	No	\$0.8899	\$6.17				\$40.70
40052 Whole Grain French Toast Sticks	21.53	130	2.65	100047	EGGS WHOLE LIQ BULK-TANK	6.17	No	\$0.8899	\$7.27				\$34.77
40064 IW Whole Grain French Toast Cinnamon Glazed Tst Sticks (perforated)	18.93	110	2.90	100047	EGGS WHOLE LIQ BULK-TANK	6.93	No	\$0.8899	\$6.17				\$41.08
40176 Colby Cheese Omelet	29.53	225	2.10	100047	EGGS WHOLE LIQ BULK-TANK	20.90	No	\$0.8899	\$18.60				\$43.77
40184 Sausage & Cheese Frittata	30.94	225	2.20	100047	EGGS WHOLE LIQ BULK-TANK	21.81	No	\$0.8899	\$19.41				\$47.54
40186 Sausage 7 Cheese Frittata IW	28.87	210	2.20	100047	EGGS WHOLE LIQ BULK-TANK	20.32	No	\$0.8899	\$18.08				\$52.44
40282 IW Whole Grain Frittata Wrap w/Egg, Chorizo & Peppers	18.17	75	3.45	100047	EGGS WHOLE LIQ BULK-TANK	7.15	No	\$0.8899	\$6.38				\$31.16
40263 IW Whole Grain Tac-Go w/ Egg, Cheese & Ham	20.10	96	3.35	100047	EGGS WHOLE LIQ BULK-TANK	6.78	No	\$0.8899	\$6.69				\$40.04
40274 IW Whole Grain Tac-Go w/ Egg, Cheese & Turkey Sausage	19.20	96	3.20	100047	EGGS WHOLE LIQ BULK-TANK	9.20	No	\$0.8899	\$6.19				\$36.77
40275 IW Whole Grain Breakfast Wrap Flavored with Cheese	14.53	75	3.10	100047	EGGS WHOLE LIQ BULK-TANK	6.86	No	\$0.8899	\$6.10				\$28.61
40635 Scrambled Egg Patties	18.75	200	1.50	100047	EGGS WHOLE LIQ BULK-TANK	18.08	No	\$0.8899	\$16.07				\$17.47
40710 Grilled Egg Patties	28.83	369	1.25	100047	EGGS WHOLE LIQ BULK-TANK	21.49	No	\$0.8899	\$19.12				\$19.22
40627 Pre-cooked Scrambled Egg	20.00	320	1.00	100047	EGGS WHOLE LIQ BULK-TANK	18.36	No	\$0.8899	\$16.34				\$15.83
40628 Bacon & Cheese Eggs/travaganza	20.00	180	2.00	100047	EGGS WHOLE LIQ BULK-TANK	15.23	No	\$0.8899	\$13.55				\$32.33
50038 Pillow-Pak Hard Cooked Eggs (refrig)	14.04	144	1.54	100047	EGGS WHOLE LIQ BULK-TANK	13.83	No	\$0.8899	\$12.31				\$12.70

Note IW is Individually Wrapped
PROCESSOR:

Cargill Kitchen Solutions, Inc. Name of Company	
Bruce Schmidt, Vice President Name and Title of Authorized Representative	
Signature	Date Signed 11/24/2014

USDA APPROVAL:
(not applicable for state summary)

USDA FNS FDD Name of Approving Agency	
Sherry Thackeray-Comm. Processing Name and Title of Authorized Representative	
Signature	Date Signed 11/24/2014

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