

ORIGINAL



JTM Provisions Co. Inc.
200 Sales Drive
Harrison, OH. 45030

***PROCESSING USDA PORK COMMODITY
SOLICITATION NO.: CRFQ 1400 AGR150000020***

***Bid Opening Date: March 25th, 2015
Bid Opening Time: 1:30pm***

SUBMITTED TO:

***Department of Administration, Purchasing Division
Attention: Laura Hooper
2019 Washington Street East
Charleston, WV. 25305-0130***

**Brian Hofmeier
Vice President of Education Sales**

**Matthew Williams
Appalachian Regional Sales Manager**

Phone: 800-626-2308 Fax: 513-367-3508



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

State of West Virginia
 Request for Quotation

Proc Folder: 84211

Doc Description: Processing USDA Pork Commodity

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2015-03-09	2015-03-25 13:30:00	CRFQ 1400 AGR1500000020	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:
 JTM PROVISIONS Co., INC.
 200 Sales Drive
 HARRISON, OH. 45030
 800-626-2308

FOR INFORMATION CONTACT THE BUYER

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

Signature X

FEIN # 31-0855794

DATE 3-19-15

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

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

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

Comm Code	Manufacturer	Specification	Model #
50112000			

Extended Description :

Processing USDA Pork Product

Meat and poultry products that have be subject to one or more further manufacturing processes such as being cooked, dried, cured, ground, or reformed. Product additions such as an injected solution, marinade, sauce, seasoning, dry coating, stuffing, or filling may be present.

AGR1500000020	Document Phase Draft	Document Description Processing USDA Pork Commodity	Page 3 of 3
---------------	--------------------------------	---	-----------------------

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening.

A NON-MANDATORY PRE-BID meeting will be held at the following place and time:

A MANDATORY PRE-BID meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. **VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding. Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: March 16, 2015 at 5:00 PM

Submit Questions to: Laura Hooper
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: Laura.E.Hooper@wv.gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
6. **BID SUBMISSION:** All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile. The bid delivery address is:

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

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID: PROCESSING USDA PORK COMMODITY
BUYER: LAURA HOOPER
SOLICITATION NO.: CRFQ 1400 AGR1500000020
BID OPENING DATE: MARCH 25, 2015
BID OPENING TIME: 1:30 PM
FAX NUMBER: 304-558-3970

In the event that Vendor is responding to a request for proposal, and chooses to respond in a manner other than by electronic submission through wvOASIS, the Vendor shall submit one original technical and one original cost proposal plus ^{n/a} convenience copies of each to the Purchasing Division at the address shown above. Additionally, if Vendor does not submit its bid through wvOASIS, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

Technical

Cost

7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: MARCH 25, 2015 AT 1:30 PM
Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.
10. **ALTERNATES:** Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
11. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.
12. **COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.
13. **REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.
14. **UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
15. **PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.
16. **SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the

same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately opened and/or viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening if those documents are required with the bid.

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.

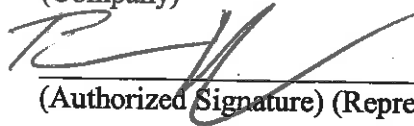
This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single 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.

JTM PROVISIONS Co., INC.
(Company)

 | Brian Hofmeier | V.P. of Education Sales
(Authorized Signature) (Representative Name, Title)

800-626-2308 / 513-367-3508 / 3-19-15
(Phone Number) (Fax Number) (Date)

REQUEST FOR QUOTATION
Pork Products utilizing USDA Commodity Bulk Pork

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 pork products utilizing USDA Commodity bulk pork.

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 Shredded Pork BBQ
 - 3.1.1.2 Pork Breakfast Patty
 - 3.1.1.3 Pork Breakfast Link
 - 3.1.1.4 Fully Cooked Pork Rib Patty with BBQ Sauce
 - 3.1.1.5 Fully Cooked Breaded Pork Chop Shaped Patty
 - 3.1.1.6 Pork Sausage Biscuit

 - 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

REQUEST FOR QUOTATION
Pork Products utilizing USDA Commodity Bulk Pork

- 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 500 mg per serving (<400mg Na+).

4. CONTRACT AWARD:

- 4.1 **Contract Award:** The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost.
- 4.2 **Pricing Pages:** Vendor should complete the Pricing Pages by providing per case, fee-for-service prices for each product submitted that reflect the specific prices that will be charged to West Virginia for the duration of an awarded agreement. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents

REQUEST FOR QUOTATION
Pork Products utilizing USDA Commodity Bulk Pork

the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

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

5. ORDERING AND PAYMENT:

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

6. DELIVERY AND RETURN:

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

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

- 6.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.
- 6.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense

REQUEST FOR QUOTATION
Pork Products utilizing USDA Commodity Bulk Pork

and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

- 6.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

7. VENDOR DEFAULT:

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

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

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

- 7.2.1** Immediate cancellation of the Contract.
- 7.2.2** Immediate cancellation of one or more release orders issued under this Contract.

REQUEST FOR QUOTATION
Pork Products utilizing USDA Commodity Bulk Pork

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: Matthew Williams

Telephone Number: 800-626-2308

Fax Number: 513-367-3508

Email Address: matthewwilliams@jtmfoodgroup.com

INVITATION TO BID

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

1. CONTRACT/AGREEMENT REQUIREMENTS

The processor must comply with and abide by all specifications, qualifiers, terms, and conditions as set forth in this Invitation to Bid, including all attachments (hereinafter referred to collectively as "The Bid Package").

The Bid Package will provide the framework for the processing of USDA Pork into processed Pork Products for use and consumption by West Virginia Schools and other authorized recipient agencies in the State of West Virginia.

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

1a. CONTRACT PERIOD:

The State Participation Agreement shall be valid for a one (1) year period from April 01, 2015, through March 31, 2016.

2. PRODUCT FORMULA:

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

A NUTRITIONAL ANALYSIS OF FINISHED PRODUCTS SHOULD BE PROVIDED WITH THIS BID PACKAGE. THE ANALYSIS IS TO INCLUDE THE AMOUNTS OF SODIUM, THE AMOUNTS OF SATURATED FAT, MONOSATURATED FAT, POLYSATURATED FAT; AND THE AMOUNT OF THEIR PERCENT OF CALORIES, TOTAL FAT GRAMS AND TOTAL CALORIES PER SERVING. ALSO, INFORMATION REGARDING COOKING/PREPARATION, HANDLING AND STORAGE SHOULD BE SUBMITTED AND A COPY OF THE ACTUAL PRODUCT PACKAGING LABEL. ANY BID PACKAGE SUBMITTED WITHOUT AN ADEQUATE AND COMPLETE NUTRITIONAL ANALYSIS AND THE OTHER OUTLINED INFORMATION MAY BE

CONSIDERED DISQUALIFIED AND INVALID AND, THEREFORE, NOT AWARDED AN AGREEMENT.

3. END PRODUCT DATA SCHEDULE (EPDS):

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

ALL PRICING SUBMITTED ON EPDSs and/or SEPDSs and/or OTHERWISE SUBMITTED AS PART OF THE BID PACKAGE MUST BE THE ACTUAL MAXIMUM PRICE YOU WILL CHARGE WEST VIRGINIA FOR THE DURATION OF THIS AGREEMENT, NOT NATIONAL PRICES. ADDITIONALLY, ALL PRICES MUST BE THE FEE-FOR-SERVICE.

4. PRICE:

In addition to the pricing requirements outlined above in Number 3, prices quoted shall be firm for the duration of the Agreement.

5. SPECIFICATIONS:

The finished end products submitted in conjunction with this Agreement shall adhere to the specifications marked as ATTACHMENT A.

6. PACKAGING AND LABELING:

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

Packaging descriptions submitted and therefore agreed to by Processor (i.e. stated case sizes) shall be firm for the duration of this Agreement.

6a. CONTAINER AND MARKING SPECIFICATIONS:

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

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

ALL CASES SHOULD BE CLEARLY MARKED ON ALL SIDES WITH EASILY READABLE PRODUCT INFORMATION INCLUDING THE PRODUCT NAME AND NUMBER.

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

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

- A. The net weight.
- B. Date of Manufacture-Processing.
- C. The proper recommended storage instructions.
- D. As applicable, USDA inspection marks and plant number and name, and location of processor, USDA contract compliance stamp and certificate number, all other required labeling.

7. DELIVERY:

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

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

8. SHIPPING TERMS:

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

9. QUANTITY:

The quantity of USDA Commodity made available to West Virginia will vary according to commodity availability and USDA policy. The West Virginia Department of Agriculture Food Distribution Program shall be the final authority with regard to the total quantity of USDA commodities allocated for processing under this agreement.

10. ACCOUNTABILITY AND RECORDS:

The successful bidding processor shall be required to establish and maintain perpetual inventories and control of all commodities received for processing, performance and production

records and other reporting systems as may be required by state and federal regulations and shall submit a report of such information monthly to the West Virginia Department of Agriculture, Food Distribution Program.

11. PROCESSING AGREEMENT:

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

11a. BASIS OF AWARD:

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

12. LIFE OF CONTRACT:

This contract is to become effective on April 01, 2015 and extend for a period of one year. The vendor may terminate this contract for any reason upon giving the Director of the West Virginia Department of Agriculture Food Distribution Program and the Director of the West Virginia Purchasing Division thirty (30) days written notice.

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

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

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

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

13. RENEWAL:

March 31, 2016 is to be the expiration date of the contract-agreement. The contract may be extended for three 1-year periods. Any changes to date must be updated before any contract extension is granted including, but not limited to, pricing, yield, and the signature page.

14. LETTERS OF REFERENCE:

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

15. BILLING:

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

16. PAYMENT:

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

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

N/A

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-3-58 and *West Virginia Code of State Rules*.**
 Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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

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

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

Bidder: _____ Signed: _____
 Date: _____ Title: _____

STATE OF WEST VIRGINIA
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: JTM PROVISIONS Co., INC.

Authorized Signature: [Signature] Date: 3-19-15

State of Ohio

County of Hamilton, to-wit:

Taken, subscribed, and sworn to before me this 19th day of March, 2015.

My Commission expires Feb 15, 2020.

AFFIX SEAL HERE



Carole Ebb
Notary Public, State of Ohio
My Commission Expires 02-15-2020

NOTARY PUBLIC [Signature]

Pork Items							
Company	JTM	JTM	JTM	JTM	JTM	JTM	JTM
Product Code	CP5156	CP5416	CP5641	CP5646	CP5690	CP5694	CP5802
Product Description	Sausage Gravy	Pork BBQ	Pork Sausage Link	Pork Sausage Patty	BBQ Rib w/Sauce	Breaded Pork Chop	IW Sausage Biscuit
Case Weight	30	30	30	30	29.4	28.89	21.09
Serving Size oz.	2.71	4	1.34	1.25	2.8	3.35	2.25
Serving/Case	177.1	120	358.2	384.0	168.0	138.0	150.0
DF/Case	15.63	19.95	23.22	34.92	24.14	20.59	13.64
DF Value/# (15-16SY)	1.5386	1.5386	1.5386	1.5386	1.5386	1.5386	1.5386
Total DF Value	24.048318	30.69507	35.726292	53.727912	37.141804	31.679774	20.986504
Fee For Ser/#							
Total Fee/Case (Bid Price)	\$32.43	\$32.19	\$27.85	\$27.79	\$37.90	\$39.90	\$62.00
Total Value/Serving	0.3189	0.5240	0.1775	0.2123	0.4467	0.5188	0.5533

A handwritten signature or set of initials, possibly 'BZ', is written in the lower right quadrant of the page. The signature is dark and appears to be written with a pen or marker.



Pertinent Product Information (PPI)

CP5156
Sausage Gravy



Product Title:

SAUSAGE GRAVY

JTM Item Numbers: CP5156

Nutritional Information:	CN Serving Size	100g Serving
Serving Size (oz.)	2.71	3.53
Serving Size (g)	76.8	100
Servings Per Case	177	
Calories	139	181
Calories from Fat	92	120
Calories from Fat%	66 %	66 %
Protein (g)	7	10
Carbohydrates (g)	4	5
Fiber (g)	0	0
Total Fat (g)	10	13
Saturated Fat (g)	4.7	6.1
Trans Fat (g)*	0	0
<i>* contains 0 grams artificial trans fat</i>		
Cholesterol (mg)	26	34
Sodium (mg)	118	154
Sugar (g)	1	2
Vitamin A (IU)	70	91
Vitamin C (mg)	0	1
Calcium (mg)	35	46
Iron (mg)	43	56

Ingredients:

GROUND PORK (no more than 20% fat), WATER, GRAVY MIX (coconut oil, modified food starch, wheat flour, maltodextrin, nonfat dry milk, titanium dioxide, salt, butter (cream, salt, annatto), buttermilk, sour cream (cultured cream, nonfat dry milk), sodium caseinate, mono- and diglycerides, disodium phosphate, dipotassium phosphate, natural and artificial flavors, carrageenan, lactic acid, citric acid), DEHYDRATED CREAM (cream, dipotassium phosphate), CONTAINS LESS THAN 2% OF SEASONING (potassium chloride, flavor [contains maltodextrin]), SUGAR, SPICES.

CN Statement:

CN ID Number: 091676

This 30 lb case provides 177 servings 2.71 oz each. Each 2.71 oz serving (by weight) of Sausage Gravy provides 1.00 oz equivalent meat for Child Nutrition Meal Pattern Requirements. (Use of this logo and statement authorized by Food and Nutrition Service, USDA 01-15.)

Product Specifications:

UPC (GTIN)	10049485051562
Case Pack	30# 6 Bags
Net Weight	30.00 lbs
Gross Weight	31.30 lbs
Case Length	15.44 in
Case Width	11.81 in
Case Height	6.88 in
Case Cube	0.73 ft
TixHi	10x7
Shelf Life (frozen)	730 days

Preparation:

KEEP FROZEN

Place sealed bag in a steamer or in boiling water.

Heat Approximately 45 minutes or until product reaches serving temperature.

CAUTION: Open bag carefully to avoid being burned.

Statement:

Products Containing USDA non-substitutable commodities bear the following statement: "Contains commodities donated by the United States Department of Agriculture. This product shall be sold only to eligible recipient agencies."

Allergens:

Milk, Wheat

Let's Create Great Dishes Together!

200 Sales Drive • Harrison OH 45030
(513) 367 4900 • (800) 626-2308 • Fax (513) 367-3519
For the most current information, visit www.JTMFoodGroup.com.

EPDS 1

END PRODUCT DATA SCHEDULE

Basic schedule for all USDA foods

(excluding bulk poultry and nonfat dry milk)

THIS IS A REPLACEMENT SCHEDULE (For any changes to this schedule, a replacement must be submitted)

PRODUCT DESCRIPTION				PRODUCT FORMULATION			END PRODUCT RETURN				
PRODUCT CODE & NAME		NET WEIGHT PER CASE	SERVINGS PER CASE	NET WEIGHT PER SERVING & COMPONENTS	MATERIAL CODE/SHORT TITLE, INGREDIENTS IN RAW BATCH		QUANTITY OF EACH INGREDIENT	NUMBER OF CASES PER RAW PATCH	POUNDS USDA FOOD NEEDED TO PRODUCE ONE CASE	PERCENT YIELD OF USDA FOOD ONLY	POUNDS OF EACH USDA FOOD CONTAINED PER CASE
1		2	3	4 (ounces)	5	6 (pounds)	7	8	9	10	
Code	Name										Code
5166	Fully Cooked Pork Sausage Gravy	30.00	177.12	1.36	100193 or 110138	Pork - DF	600.00	31.99	15.63	96.00%	16.00
						Water	387.84				
						Seasonings	112.16				
Total Serving Weight (ounces):				2.71	Total Batch Weight (pounds):		1000.00				
11. GUARANTEED MINIMUM RETURN										191.94%	%

By-products other than rework will be produced. If yes, refer to Agreement for further requirements

Yes
 No

Meat & Poultry Processing require AMS supervision according to their appropriate certification program.

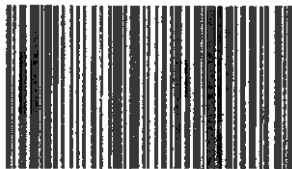
For processing, please check one:

Full Certification
 Process Control Certification (MGC 638)

Processor:	
JTM Provisions Co., Inc.	
Name of Company	
Brian Hofmeier, VP Education Sales	
Name/ Title of Authorized Representative	
<i>Brian Hofmeier</i>	11/25/2014
Signature	Date

Subcontractor:		Approving Agency:	
Name of Company		USDA, Quality Assessment Division	
Name and Title of Authorized Representative		Name of Approving Agency	
Darrell Dowd, Asst. National Supervisor		Name and Title of Authorized Representative	
<i>Darrell Dowd</i>	1/28/2015	<i>Darrell Dowd</i>	1/28/2015
Signature	Date	Signature	Date

WB



1004948505156

CP5156

15062 08:00

Heating Instructions:

Place sealed bag in a steamer or in boiling water. Heat approximately 30 minutes or until product reaches serving temperature. Open bag carefully to avoid being burned.

CP5156

Mar 3 2015

SAUSAGE GRAVY

INGREDIENTS: GROUND PORK (no more than 20% fat), WATER, GRAVY MIX (coconut oil, modified food starch, wheat flour, maltodextrin, nonfat dry milk, titanium dioxide, salt, butter (cream, salt, annatto), buttermilk, sour cream (cultured cream, nonfat dry milk), sodium caseinate, mono- and diglycerides, disodium phosphate, dipotassium phosphate, natural and artificial flavors, carrageenan, lactic acid, citric acid), DEHYDRATED CREAM (cream, dipotassium phosphate), CONTAINS LESS THAN 2% OF SEASONING (potassium chloride, flavor [contains maltodextrin]), SUGAR, SPICES.

CONTAINS: Milk, Wheat

Copy not for documenting Federal Meal Requirement

	CN		091676
CN	This 30 lb case provides 177 servings 2.71 oz each. Each 2.71 oz serving (by weight) of Sausage Gravy provides 1.00 oz equivalent meat for Child Nutrition Meal Pattern Requirements. (Use of this logo and statement authorized by Food and Nutrition Service, USDA 01-15.)		
	CN		

"CONTAINS COMMODITIES DONATED BY THE UNITED STATES DEPARTMENT OF AGRICULTURE - THIS PRODUCT SHALL BE SOLD ONLY TO ELIGIBLE RECIPIENT AGENCIES".



Manufactured by JTM Provisions Co.
Harrison, OH 45030 800.626.2308

KEEP FROZEN

NET WT. 30 LB.



(01) 1 0049485 05156 2 (10) 15062



JTM Item Numbers: CP5416

Nutritional Information:	CN Serving Size	100g Serving
Serving Size (oz.)	4.00	3.53
Serving Size (g)	113.5	100
Servings Per Case	120	
Calories	170	150
Calories from Fat	57	50
Calories from Fat%	34 %	34 %
Protein (g)	17	15
Carbohydrates (g)	13	11
Fiber (g)	2	1
Total Fat (g)	6	6
Saturated Fat (g)	2.1	1.9
Trans Fat (g)*	0	0

** contains 0 grams artificial trans fat*

Cholesterol (mg)	44	39
Sodium (mg)	566	499
Sugar (g)	9	8
Vitamin A (IU)	371	327
Vitamin C (mg)	5	5
Calcium (mg)	38	33
Iron (mg)	1	1

Product Specifications:

UPC (GTIN)	10049485054167
Case Pack	30# 6 Bags
Net Weight	30.00 lbs
Gross Weight	31.30 lbs
Case Length	15.44 in
Case Width	11.81 in
Case Height	6.88 in
Case Cube	0.73 ft
TixHi	10x7
Shelf Life (frozen)	730 days

Allergens:

Soy

****This Product is Gluten-Free**

Product Title:

BAR-B-QUE SAUCE WITH SHREDDED PORK

(SMOKE FLAVORING AND CARAMEL COLOR ADDED)

Ingredients:

BONELESS PORK SHOULDER PICNIC (1/4" TRIM), WATER, TOMATO PASTE (31% NTSS), SUGAR, VINEGAR, TEXTURED VEGETABLE PROTEIN (soy protein concentrate, caramel color), MUSTARD (distilled vinegar, water, mustard seed, salt, turmeric, spices), SEASONING (salt, sugar, modified food starch, dextrose, onion powder, guar gum, paprika, dehydrated garlic, beet powder, spices, citric acid, natural flavor), CORN SYRUP SOLIDS, SEASONING (potassium chloride, natural flavor [contains maltodextrin]), ONION POWDER, SALT, NATURAL SMOKE FLAVOR, CARAMEL COLOR, PAPRIKA EXTRACT, DEHYDRATED GARLIC.

CN Statement:

CN ID Number: 080539

This 30 lb. case provides 120 servings 4.00 oz each. Each 4.00 oz serving (by weight) of Bar-B-Que Sauce with Shredded Pork provides 2.00 oz equivalent meat/meat alternate and 1/8 cup red/orange vegetable for Child Nutrition Meal Pattern Requirements. (Use of this logo and statement authorized by the Food and Nutrition Service, USDA 04-11.)

Preparation:

KEEP FROZEN

Place sealed bag in a steamer or in boiling water.

Heat Approximately 45 minutes or until product reaches serving temperature.

CAUTION: Open bag carefully to avoid being burned.

Statement:

Products Containing USDA non-substitutable commodities bear the following statement: "Contains commodities donated by the United States Department of Agriculture. This product shall be sold only to eligible recipient agencies."



EPDS 1

END PRODUCT DATA SCHEDULE

Basic schedule for all USDA foods
(excluding bulk poultry and nonfat dry milk)

THIS IS A REPLACEMENT SCHEDULE (For any changes to this schedule, a replacement must be submitted)

PRODUCT DESCRIPTION				PRODUCT FORMULATION			END PRODUCT RETURN				
PRODUCT CODE & NAME		NET WEIGHT PER CASE	SERVINGS PER CASE	NET WEIGHT PER SERVING & COMPONENTS	MATERIAL CODE/SHORT TITLE, INGREDIENTS IN RAW BATCH		QUANTITY OF EACH INGREDIENT	NUMBER OF CASES PER RAW PATCH	POUNDS USDA FOOD NEEDED TO PRODUCE ONE CASE	PERCENT YIELD OF USDA FOOD ONLY	POUNDS OF EACH USDA FOOD CONTAINED PER CASE
1		2	3	4 (ounces)	5		6 (pounds)	7	8	9	10
Code	Name				Code	Short Title					
5416	Fully Cooked Pork BBQ	30.00	120.00	1.52	100193	Pork - DF	1440.00	72.18	19.96	57.00%	11.37
						Water Maximum (Range 648.09 to 978.09)	978.09				
						Seasonings	409.38				
						VPP	92.16				
						Undrained Tomato Products	154.37				
Total Serving Weight (ounces):				4.00	Total Batch Weight (pounds):		3074.00				
11. GUARANTEED MINIMUM RETURN										150.38%	%

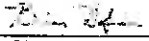
By-products other than rework will be produced. If yes, refer to Agreement for further requirements



Yes
 No

Meat & Poultry Processing require AMS supervision according to their appropriate certification program.

For processing, please check one:

Full Certification
 Process Control Certification (MGC 638)

Processor:	
JTM Provisions Co., Inc.	
Name of Company	
Brian Hofmeier, VP Education Sales	
Name/ Title of Authorized Representative	
	6/21/2013
Signature	Date

Subcontractor:		Approving Agency:	
Name of Company		Livestock Poultry and Seed Program	
Name and Title of Authorized Representative		Name of Approving Agency	
Paul A. Wiggins, Assistant National Supervisor		Name and Title of Authorized Representative	
	6/25/2013		6/25/2013
Signature	Date	Signature	Date



1004948505416

CP5416
13304 - 12:00

Heating Instructions

Place sealed bag in a steamer or in boiling water. Heat approximately 30 minutes or until product reaches serving temperature. Open bag carefully to avoid being burned.

CP5416

October 31, 2013

**BAR-B-QUE SAUCE
WITH SHREDDED PORK**
(SMOKE FLAVORING AND CARAMEL COLOR ADDED)

INGREDIENTS: BONELESS PORK SHOULDER PICNIC (1/4" TRIM), WATER, TOMATO PASTE (31% NTSS), SUGAR, VINEGAR, TEXTURED VEGETABLE PROTEIN (soy protein concentrate, caramel color), MUSTARD (distilled vinegar, water, mustard seed, salt, turmeric, spices), SEASONING (salt, sugar, modified food starch, dextrose, onion powder, guar gum, paprika, dehydrated garlic, beet powder, spices, citric acid, natural flavor), CORN SYRUP SOLIDS, SEASONING (potassium chloride, natural flavor [contains maltodextrin]), ONION POWDER, SALT, NATURAL SMOKE FLAVOR, CARAMEL COLOR, PAPRIKA EXTRACT, DEHYDRATED GARLIC.

CONTAINS: Soy

Copy not for documenting Federal Meal Requirement

CN 080539
This 30 lb. case provides 120 servings 4.00 oz each. Each 4.00 oz serving (by weight) of Bar-B-Que Sauce with Shredded Pork provides 2.00 oz equivalent meat/meat alternate and 1/8 cup red/orange vegetable for Child Nutrition Meal Pattern Requirements. (Use of this logo and statement authorized by the Food and Nutrition Service, USDA 04-11.)
CN

CONTAINS COMMODITIES DONATED BY THE UNITED STATES DEPARTMENT OF AGRICULTURE - THIS PRODUCT SHALL BE SOLD ONLY TO ELIGIBLE RECIPIENT AGENCIES



Manufactured by JTM Provisions Co.
Harrison, OH 45030 800.626.2308

KEEP FROZEN

NET WT. 30 LB.



(01) 1 0049485 05416 7 (10) 13304

0001



Pertinent Product Information (PPI)

CP5641

Reduced Fat Breakfast Links (2=1)



Product Title:

COOKED BREAKFAST LINKS

PORK AND TEXTURED VEGETABLE PROTEIN PRODUCT CARAMEL COLOR ADDED

JTM Item Numbers: CP5641

Nutritional Information:	CN Serving Size	100g Serving
Serving Size (oz.)	1.34	3.53
Serving Size (g)	38.0	100
Servings Per Case	358	
Calories	77	203
Calories from Fat	47	125
Calories from Fat%	61 %	61 %
Protein (g)	6	17
Carbohydrates (g)	1	3
Fiber (g)	1	2
Total Fat (g)	5	14
Saturated Fat (g)	1.9	4.9
Trans Fat (g)*	0	0
<i>* contains 0 grams artificial trans fat</i>		
Cholesterol (mg)	17	46
Sodium (mg)	222	584
Sugar (g)	0	1
Vitamin A (IU)	19	49
Vitamin C (mg)	0	0
Calcium (mg)	17	44
Iron (mg)	1	1

Ingredients:

GROUND PORK (no more than 20% fat), WATER, TEXTURED VEGETABLE PROTEIN (soy protein concentrate, caramel color), CONTAINS LESS THAN 2% OF VEGETABLE PROTEIN BLEND (hydrolyzed soy protein, soy protein concentrate, carrageenan), SALT, SEASONING (potassium chloride, flavor [contains maltodextrin]), SUGAR, SPICES, CARAMEL COLOR.

CN Statement:

CN ID Number: 091260

Two 0.67 oz Cooked Breakfast Links provide 1.00 oz equivalent meat/meat alternate for Child Nutrition Meal Pattern Requirements. (Use of this logo and statement authorized by the Food and Nutrition Service, USDA 08-14.)

Product Specifications:

UPC (GTIN)	10049485056413
Case Pack	6 Bags
Net Weight	30.00 lbs
Gross Weight	31.50 lbs
Case Length	19.81 in
Case Width	11.31 in
Case Height	12.00 in
Case Cube	1.56 ft
TixHi	8x4
Shelf Life (frozen)	365 days

Preparation:

KEEP FROZEN

Place links on a sheet pan and heat in convection oven at 350 degrees to 375 degrees F for approximately 7-8 minutes.

Statement:

Products Containing USDA non-substitutable commodities bear the following statement: "Contains commodities donated by the United States Department of Agriculture. This product shall be sold only to eligible recipient agencies."

Allergens:

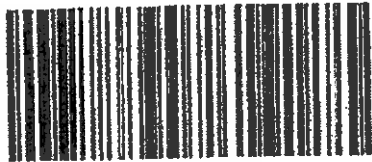
Soy

**This Product is Gluten-Free

Let's Create Great Dishes Together!



200 Sales Drive • Harrison OH 45030
(513) 367.4000 • (800) 626.2308 • Fax (513) 367.3519
For the most current information, visit www.JTMFoodGroup.com.



1004948505641

CP5641

13304 - 12:05

Heating Instructions

Place links on a sheet pan and heat in convection oven at 350 degrees to 375 degrees F for approximately 7-8 minutes.

CP5641

October 31, 2013

COOKED BREAKFAST LINKS
(PORK AND TEXTURED VEGETABLE PROTEIN PRODUCT)
CARMEL COLOR ADDED

INGREDIENTS: GROUND PORK (not more than 20% fat), WATER, TEXTURED VEGETABLE PROTEIN (soy protein concentrate, caramel color), HYDROLYZED SOY PROTEIN, SALT, SEASONING (potassium chloride, natural flavor [contains maltodextrin]), SUGAR, SPICES, CARMEL COLOR.

CONTAINS: Soy

Copy not for documenting Federal Meal Requirement

"CONTAINS COMMODITIES DONATED BY THE UNITED STATES DEPARTMENT OF AGRICULTURE - THIS PRODUCT SHALL BE SOLD ONLY TO ELIGIBLE RECIPIENT AGENCIES".



Manufactured by JTM Provisions Co.
Harrison, OH 45030 800.628.2308

KEEP FROZEN

NET WT. 30 LB.

CN 080748
Two 0.67 oz Cooked Breakfast Links provide 1.00 oz equivalent
meat/meat alternate for Child Nutrition Meal Pattern Requirements. (Use
of this logo and statement authorized by the Food and Nutrition Service,
USDA 06-11.) CN



(01) 1 0049485 05641 3 (10) 13304



Product Title:

COOKED PORK SAUSAGE PATTIES

(CAMEL COLOR ADDED)

JTM Item Numbers: CP5646

Nutritional Information:	CN Serving Size	100g Serving
Serving Size (oz.)	1.25	3.53
Serving Size (g)	35.4	100
Servings Per Case	384	
Calories	90	255
Calories from Fat	62	176
Calories from Fat%	69 %	69 %
Protein (g)	6	17
Carbohydrates (g)	0	1
Fiber (g)	0	0
Total Fat (g)	7	20
Saturated Fat (g)	2.5	6.9
Trans Fat (g)*	0	0

* contains 0 grams artificial trans fat

Cholesterol (mg)	23	65
Sodium (mg)	148	418
Sugar (g)	0	1
Vitamin A (IU)	20	57
Vitamin C (mg)	0	0
Calcium (mg)	12	35
Iron (mg)	0	1

Ingredients:

GROUND PORK (not more than 20% fat), SEASONING (potassium chloride, natural flavor [contains maltodextrin]), SALT, SUGAR, SPICES, CAMEL COLOR, WATER.

CN Statement:

CN ID Number: 080745

Each 1.25 oz Cooked Pork Sausage Patty provides 1.00 oz equivalent meat for Child Nutrition Meal Pattern Requirements. (Use of this logo and statement authorized by the Food and Nutrition Service, USDA 05-11.)

Product Specifications:

UPC (GTIN)	10049485056468
Case Pack	6 bags
Net Weight	30.00 lbs
Gross Weight	31.50 lbs
Case Length	19.81 in
Case Width	11.31 in
Case Height	12.00 in
Case Cube	1.56 ft
TixHi	8x4
Shelf Life (frozen)	365 days

Preparation:

KEEP FROZEN

Place patties on a sheet pan and heat in convection oven at 350 degrees to 375 degrees F for approximately 7-8 minutes.

Statement:

Products Containing USDA non-substitutable commodities bear the following statement: "Contains commodities donated by the United States Department of Agriculture. This product shall be sold only to eligible recipient agencies."

Allergens:

**This Product is Gluten-Free

Let's Create Great Dishes Together!

200 Sales Drive • Harrison OH 45030
(513) 367.4900 • (600) 626.2308 • Fax (513) 367.3519
For the most current information, visit www.JTMFoodGroup.com.

EPDS 1

END PRODUCT DATA SCHEDULE

Basic schedule for all USDA foods

(excluding bulk poultry and nonfat dry milk)

THIS IS A REPLACEMENT SCHEDULE (For any changes to this schedule, a replacement must be submitted)

PRODUCT DESCRIPTION				PRODUCT FORMULATION			END PRODUCT RETURN			
PRODUCT CODE & NAME		NET WEIGHT PER CASE	SERVINGS PER CASE	NET WEIGHT PER SERVING & COMPONENTS	MATERIAL CODE/SHORT TITLE, INGREDIENTS IN RAW BATCH	QUANTITY OF EACH INGREDIENT	NUMBER OF CASES PER RAW PATCH	POUNDS USDA FOOD NEEDED TO PRODUCE ONE CASE	PERCENT YIELD OF USDA FOOD ONLY	
1		2	3	4 (ounces)	5	6 (pounds)	7	8	9	
Code	Name				Code	Short Title				
5646	Fully Cooked Pork Sausage Patty	30.00	384.00	1.21	110193 or 110173 or 110138	Pork - DF	966.01	27.67	34.92	83.00%
				0.00		Water	0.75			
				0.04		Seasonings	33.24			
Total Serving Weight (ounces):				1.25	Total Batch Weight (pounds):		1000.00			
11. GUARANTEED MINIMUM RETURN									85.92	

By-products other than rework will be produced. If yes, refer to Agreement for further requirements

Yes
 No

Meat & Poultry Processing require AMS supervision according to their appropriate certification program.

For processing, please check one:

Full Certification
 Process Control Certification (MGC 638)

Processor:

JTM Provisions Co., Inc.
Name of Company

Brian Hofmeier, VP Education Sales
Name/ Title of Authorized Representative

Brian Hofmeier 3/28/2013
Signature Date

Subcontractor:

Name of Company

Name and Title of Authorized Representative

Signature Date

Approving Agency:

Livestock Poultry and Seed Progra
Name of Approving Agency

Paul A. Wiggins, Assistant National
Name and Title of Authorized Rep

Paul A. Wiggins
Signature

N

POUNDS OF EACH
USDA FOOD
CONTAINED PER
CASE

10

28.98

%

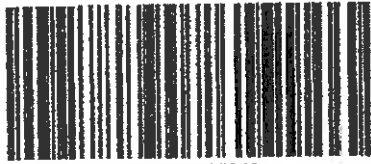
m

cy

Supervisor
representative

5/28/2013

Date



1004948505646

CP5646
13304 - 12:05

Heating Instructions

Place patties on a sheet pan and heat in convection oven at 350 degrees to 375 degrees F for approximately 7-8 minutes.

CP5646

October 31, 2013

COOKED PORK SAUSAGE PATTIES
(CARMEL COLOR ADDED)

INGREDIENTS: GROUND PORK (not more than 20% fat), SEASONING (potassium chloride, natural flavor [contains maltodextrin]), SALT, SUGAR, SPICES, CARMEL COLOR, WATER.

Copy not for documenting Federal Meal Requirement

Each 1.25 oz Cooked Pork Sausage Patty provides 1.00 oz equivalent
meat for Child Nutrition Meal Pattern Requirements. (Use of this logo
and statement authorized by the Food and Nutrition Service, USDA
05-11.)

CN

060745

CN

CN

CN

"CONTAINS COMMODITIES DONATED BY THE UNITED STATES DEPARTMENT OF AGRICULTURE - THIS PRODUCT SHALL BE SOLD ONLY TO ELIGIBLE RECIPIENT AGENCIES"



Manufactured by JTM Provisions Co.
Harrison, OH 45030 800.626.2308

KEEP FROZEN

NET WT. 30 LB.



(01) 1 0049485 05646 8 (10) 13304 0001



Pertinent Product Information (PPI)

CP5690

BBQ Pork Rib Patty w/ Sauce



Product Title:

FULLY COOKED RIB-SHAPED PORK PATTY WITH BBQ SAUCE

JTM Item Numbers: CP5690

Nutritional Information:	CN Serving Size	100g Serving
Serving Size (oz.)	2.80	3.53
Serving Size (g)	79.4	100
Servings Per Case	168	
Calories	170	214
Calories from Fat	90	113
Calories from Fat%	53 %	53 %
Protein (g)	14	18
Carbohydrates (g)	6	8
Fiber (g)	1	1
Total Fat (g)	10	13
Saturated Fat (g)	3.5	4.4
Trans Fat (g)*	0	0

** contains 0 grams artificial trans fat*

Cholesterol (mg)	40	50
Sodium (mg)	400	504
Sugar (g)	5	6
Vitamin A (IU)	100	126
Vitamin C (mg)	1	2
Calcium (mg)	2	3
Iron (mg)	1	1

Ingredients:

Ground Pork (Not More Than 20% Fat), Water, Textured Soy Protein Concentrate, Contains 2% Or Less Of Sugar, Salt, Sodium Phosphates, Brown Sugar, Dehydrated Tomato, Dextrose, Citric Acid, Disodium Inosinate And Disodium Guanylate, Flavorings, Maltodextrin, Natural Smoke Flavor, Sodium Diacetate, Spices, Yeast Extract. SAUCED WITH: BBQ Sauce (Water, Tomato Paste, Sugar, Honey Powder (Refinery Syrup, Honey), Distilled Vinegar, Molasses, Mustard (Distilled Vinegar And Water, Mustard Seed, Salt, Turmeric, Paprika, Spice, Garlic Powder), Worcestershire Sauce (Water, Vinegar, Salt, Sugar, Caramel Color {Contains Sulfites}, Malic Acid, Molasses, Citric Acid, Onion And Garlic, Food Gums {Arabic, Xanthan, Guar, Cellulose}, Dextrose, Spices, Chili Pepper, Spice Extractives, And Smoke Flavor), Smoke Flavor (Maltodextrin Powder, Natural Hickory Smoke Flavor, Silicon Dioxide), Modified Corn Starch, Caramel Color, Onion Powder, Spices, Sodium Benzoate, Xanthan Gum, Lemon Juice Powder (Corn Syrup Solids, Lemon Juice, Lemon Oil)).

CN Statement:

CN ID Number: 080701

One 2.80 oz. fully cooked rib-shaped pork patty with bbq sauce provides 2.00 oz. equivalent meat/meat alternate for the Child Nutrition Meal Pattern Requirements. (Use of this logo and statement authorized by the Food and Nutrition Service, USDA 05-11).

Product Specifications:

UPC (GTIN)	10049485056901
Case Pack	6
Net Weight	29.40 lbs
Gross Weight	30.50 lbs
Case Length	17.00 in
Case Width	13.00 in
Case Height	11.25 in
Case Cube	1.44 ft
TixHi	8x5
Shelf Life (frozen)	365 days

Preparation:

1. Do not thaw. 2. Lay out patties on an oven sheet pan in a single layer. 3. Heat in a conventional oven preheated @ 350 degrees F for 12-14 minutes OR heat in a convection oven preheated @350 degrees F for 10-12 minutes.

Statement:

Products Containing USDA non-substitutable commodities bear the following statement: "Contains commodities donated by the United States Department of Agriculture. This product shall be sold only to eligible recipient agencies."

Soy

***This Product is Gluten-Free*

Let's Create Great Dishes Together!



200 Sales Drive • Harrison OH 45030

(513) 367.4900 • (800) 626.2308 • Fax (513) 367.3510

For the most current information, visit www.JTMFoodGroup.com.

Fully Cooked Rib-Shaped Pork Patty With BBQ Sauce

Ingredients: Ground Pork (not more than 20% fat), water, textured soy protein concentrate, contains 2% or less of sugar, salt, sodium phosphates, brown sugar, dehydrated tomato, dextrose, citric acid, disodium inosinate and disodium guanylate, flavorings, maltodextrin, natural smoke flavor, sodium acetate, spices, yeast extract. SAUCED WITH: BBQ Sauce (water, tomato paste, sugar, honey, powder (refinery syrup, honey), distilled vinegar, molasses, mustard (paste), vinegar and spices, mustard seed, salt, turmeric, paprika, spice, garlic powder), worcestershire sauce (water, vinegar, salt, sugar, caramel color (contains sulfites), malic acid, molasses, citric acid, onion and garlic, food gums arabic, xanthan, guar, cellulose), dextrose, spices, chili pepper, spice extractives, and smoke flavor), smoke flavor (maltodextrin powder, natural hickory smoke flavor, silicon dioxide), modified corn starch, caramel color, onion powder, spices, sodium benzoate, xanthan gum, lemon juice powder (corn syrup solids, lemon juice, lemon oil).

CONTAINS: Soy.

NET WT. 29.40 LBS.

Distributed by:
FTM PROVISIONS CO.
MARRISON, OH 45030



Copy Not For Documenting ~~Child Nutrition Requirements~~

CP5690
January 17, 2012

12017



00494850056902

KEEP FROZEN

HEATING INSTRUCTIONS
1. Do Not Thaw. 2. Lay out patties on an oven sheet pan in a single layer. 3. Heat in a conventional preheated 350 degree F oven for 12-14 minutes OR Heat in a convection preheated oven at 350 degrees F for 10-12 minutes.

080701
One 2.80 oz. fully cooked rib-shaped pork patty with BBQ sauce provides 2.00 oz equivalent meat/meal alternate for the Child Nutrition Meal Pattern Requirements. (Use of this logo and statement authorized by the Food and Nutrition Service, USDA 05-11).

"CONTAINS COMMODITIES DONATED BY THE UNITED STATES DEPARTMENT OF AGRICULTURE - THIS PRODUCT SHALL BE SOLD ONLY TO ELIGIBLE RECIPIENT AGENCIES."

110713A



Pertinent Product Information (PPI)

CP5694

Reduced Sodium Breaded Pork Chop Shaped Patty



Product Title:

Fully Cooked Whole Grain Enriched Breaded Pork Chop-Shaped Pork Patties

JTM Item Numbers: CP5694

Nutritional information:	CN Serving Size	160g Serving
Serving Size (oz.)	3.35	3.53
Serving Size (g)	95.0	100
Servings Per Case	138	
Calories	260	274
Calories from Fat	150	158
Calories from Fat%	58 %	58 %
Protein (g)	16	17
Carbohydrates (g)	11	12
Fiber (g)	2	2
Total Fat (g)	17	18
Saturated Fat (g)	4.5	4.7
Trans Fat (g)*	0	0

* contains 0 grams artificial trans fat

Cholesterol (mg)	40	42
Sodium (mg)	330	347
Sugar (g)	1	1
Vitamin A (IU)	0	0
Vitamin C (mg)	0	0
Calcium (mg)	40	42
Iron (mg)	2	2

Product Specifications:

UPC (GTIN) 10049485056949

Case Pack	6
Net Weight	28.89 lbs
Gross Weight	30.89 lbs
Case Length	17.00 in
Case Width	13.00 in
Case Height	12.02 in
Case Cube	1.54 ft
TixHi	8x4
Shelf Life (frozen)	365 days

Allergens:

Soy, Wheat

Ingredients:

Pork, ground (not more than 20% fat), water, whole wheat flour, textured soy protein concentrate, whole grain yellow corn flour, contains 2% or less of enriched wheat flour (wheat flour, niacin, reduced iron, thiamine mononitrate, riboflavin, folic acid), seasoning (dextrose, dehydrated beef stock, salt, dehydrated onion, dehydrated garlic, yeast extract, soybean oil, citric acid, flavorings), brown sugar, corn starch, wheat gluten, salt, sodium phosphates, dried onion, dried garlic, soybean oil, spice, paprika extract (color), potassium chloride, dried yeast, sugar, citric acid, turmeric extract (color).

CN Statement:

CN ID Number: 084330

One 3.35 oz. fully cooked whole grain enriched breaded pork chop-shaped pork patty provides 2.00 oz equivalent meat/meat alternate and 0.5 oz. equivalent grain for the Child Nutrition Meal Pattern Requirements. (Use of this logo and statement authorized by the Food and Nutrition Service, USDA 08-12).

Preparation:

1. Preheat oven to 375 degrees F. 2. Lay out patties on an oven sheet pan in a single layer. 3. Heat for 13-15 minutes or until heated through.

Statement:

Products Containing USDA non-substitutable commodities bear the following statement: "Contains commodities donated by the United States Department of Agriculture. This product shall be sold only to eligible recipient agencies."

Let's Create Great Dishes Together!



200 Sales Drive • Harrison OH 45030
(513) 367-4900 • (800) 626-2308 • Fax (513) 367-3519
For the most current information, visit www.JTMFoodGroup.com.

Fully Cooked Whole Grain Enriched Breaded Pork Chop-Shaped Pork Patties

INGREDIENTS: Pork, ground (not more than 20% fat), water, whole wheat flour, textured soy protein concentrate, whole grain yellow corn flour, contains 2% or less of enriched wheat flour (wheat flour, niacin, reduced iron, thiamine mononitrate, riboflavin, folic acid), seasoning (dextrose, dehydrated beef stock, salt, dehydrated onion, dehydrated garlic, yeast extract, soybean oil, citric acid, flavorings), brown sugar, corn starch, wheat gluten, salt, sodium phosphates, dried onion, dried garlic, soybean oil, spice, paprika extract (color), potassium chloride, dried yeast, sugar, citric acid, turmeric extract (color).

CONTAINS: WHEAT, SOY

NET WT. 28.89 LBS

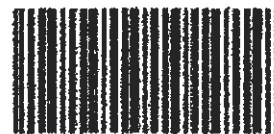
Distributed by:
JTM PROVISIONS CO.
HARRISON, OH 45039



CP5694

November 3, 2012

12308



10049485056949

KEEP FROZEN

HEATING INSTRUCTIONS

1. Preheat oven to 375 degrees F.
2. Lay out patties on an oven sheet pan in a single layer.
3. Heat for 13-15 minutes or until heated through.

CN

084330

CN

One 3.35 oz. fully cooked whole grain enriched breaded pork chop-shaped pork patty provides 2.69 oz equivalent meat/meat alternate and 0.50 oz. equivalent grain for the Child Nutrition Meal Pattern Requirements. (Use of this logo and statement authorized by the Food and Nutrition Service, USDA 08-12).

CN

CN

"CONTAINS COMMODITIES DONATED BY THE UNITED STATES DEPARTMENT OF AGRICULTURE - THIS PRODUCT SHALL BE SOLD ONLY TO ELIGIBLE RECIPIENT AGENCIES."

120716A



JTM Item Numbers: CP5802

Nutritional Information:	CN Serving Size	100g Serving
Serving Size (oz.)	2.25	3.53
Serving Size (g)	63.8	100
Servings Per Case	150	
Calories	190	298
Calories from Fat	100	157
Calories from Fat%	53 %	53 %
Protein (g)	8	13
Carbohydrates (g)	16	25
Fiber (g)	1	2
Total Fat (g)	11	17
Saturated Fat (g)	5.0	7.8
Trans Fat (g)*	0	0
<i>* contains 0 grams artificial trans fat</i>		
Cholesterol (mg)	25	39
Sodium (mg)	340	533
Sugar (g)	1	2
Vitamin A (IU)	20	31
Vitamin C (mg)	0	0
Calcium (mg)	112	176
Iron (mg)	1	2

Product Specifications:

UPC (GTIN)	10049485058028
Case Pack	150ct/2.25oz
Net Weight	21.09 lbs
Gross Weight	23.35 lbs
Case Length	15.63 in
Case Width	15.63 in
Case Height	9.75 in
Case Cube	1.38 ft
TixHi	6x5
Shelf Life (frozen)	365 days

Allergens:

Milk, Soy, Wheat

Product Title:

Southern-Style Sausage Patty Biscuit Sandwich

COOKED PORK SAUSAGE BISCUIT SANDWICH (in OVENABLE WRAP) CARAMEL COLOR ADDED

Ingredients:

PORK SAUSAGE PATTY: GROUND PORK (NO MORE THAN 20% FAT), SEASONING (POTASSIUM CHLORIDE, NATURAL FLAVOR [CONTAINS MALTODEXTRIN]), SALT, SUGAR, SPICES, CARAMEL COLOR, WATER. WHOLE WHEAT BUTTERMILK BISCUIT: WHOLE WHEAT FLOUR, ENRICHED BLEACHED FLOUR (ENRICHED WHEAT FLOUR, NIACIN, IRON, THIAMIN MONONITRATE, RIBOFLAVIN, FOLIC ACID, WATER, SHORTENING (PALM OIL, SOY LECITHIN, ARTIFICIAL FLAVOR, BETA-CAROTENE (COLOR))), DEXTROSE, BUTTERMILK POWDER, LEAVENING (SODIUM BICARBONATE, SODIUM ALUMINUM PHOSPHATE, MONOCALCIUM PHOSPHATE, CALCIUM ACID PYROPHOSPHATE), HONEY, SALT, CALCIUM PROPIONATE (A PRESERVATIVE), SORBIC ACID (A PRESERVATIVE), XANTHAN GUM, SOYBEAN OIL, NATURAL AND ARTIFICIAL FLAVOR.



CN Statement:

CN ID Number:

Preparation:

ALLOW SANDWICHES TO THAW

Place sandwiches packaged in oven-able wrap in a convectional / conventional oven with the blower off or on low on a sheet pan and heat at 250 degrees to 275 degrees F for approximately 20-25 minutes. Heat to an internal temperature of 160 degrees F and hold at 140 degrees F. for serving and / or transport or at your recommended local requirements.

Statement:

Products Containing USDA non-substitutable commodities bear the following statement: "Contains commodities donated by the United States Department of Agriculture. This product shall be sold only to eligible recipient agencies."

EPDS 1

END PRODUCT DATA SCHEDULE

Basic schedule for all USDA foods
(excluding bulk poultry and nonfat dry milk)

THIS IS A REPLACEMENT SCHEDULE (For any changes to this schedule, a replacement must be submitted)

PRODUCT DESCRIPTION				PRODUCT FORMULATION			END PRODUCT RETURN				
PRODUCT CODE & NAME		NET WEIGHT PER CASE	SERVINGS PER CASE	NET WEIGHT PER SERVING & COMPONENTS	MATERIAL CODE/SHORT TITLE, INGREDIENTS IN RAW BATCH		QUANTITY OF EACH INGREDIENT	NUMBER OF CASES PER RAW PATCH	POUNDS USDA FOOD NEEDED TO PRODUCE ONE CASE	PERCENT YIELD OF USDA FOOD ONLY	POUNDS OF EACH USDA FOOD CONTAINED PER CASE
1		2	3	4 (ounces)	5	6 (pounds)	7	8	9	10	
Code	Name										Code
5802	Pork Sausage on a	21.09	150	1.46	100193 or 100173 or 110138	Pork - DF	646.79	47.42	13.64	100.00%	13.64
	WGR Biscuit Sandwich			0.78		Biscuit	345.71				
				0.02		Other	7.50				
Total Serving Weight (ounces):				2.25	Total Batch Weight (pounds):		1000.00				
11. GUARANTEED MINIMUM RETURN									154.61	%	

By-products other than rework will be produced. If yes, refer to Agreement for further requirements

Yes
 No

Meat & Poultry Processing require AMS supervision according to their appropriate certification program.

For processing, please check one:

Full Certification
 Process Control Certification (MGC 638)

Processor:	
JTM Provisions Co., Inc.	
Name of Company	
Brian Hofmeier, VP Education Sales	
Name/ Title of Authorized Representative	
<i>Brian Hofmeier</i>	5/24/2013
Signature	Date

Subcontractor:		Approving Agency:	
Sugar Creek		Livestock Poultry and Seed Program	
Name of Company		Name of Approving Agency	
Tom Bollinger, CFO		Paul A. Wiggins, Assistant National Supervisor	
Name and Title of Authorized Representative		Name and Title of Authorized Representative	
<i>Tom Bollinger</i>	5/24/13	<i>Paul A. Wiggins</i>	5/28/2013
Signature	Date	Signature	Date

Southern-Style Sausage Patty Biscuit Sandwich

CP5802

**COOKED PORK SAUSAGE BISCUIT SANDWICH (in OVENNABLE WRAP)
CARMEL COLOR ADDED**

DAY OF PRODUCTION - 04/05/10

LOT # - 0095

INGREDIENTS:

SAUSAGE: GROUND PORK (no more than 30% fat), SALT, SPICES, SUGAR, WATER, CARMEL COLOR, DISODIUM INOSINATE AND DISODIUM GUANYLATE. BISCUIT: ENRICHED BLEACHED FLOUR (BLEACHED WHEAT FLOUR, MALTED FLOUR, BARLEY FLOUR, NIACIN, REDUCED IRON, THIAMINE, MONONITRATE, RIBFLAVINE, FOLIC ACID), WATER, MARGARINE (SOYBEAN OIL, PARTIALLY HYDROGENATED SOYBEAN OIL, WATER, SALT, MONO & DIGLYCERIDES, SOY LECITHIN, POTASSIUM SORBATE & CITRIC ACID (PRESERVATIVES), ARTIFICIAL FLAVOR, BETA CAROTENE COLOR, VITAMINE A PALMITATED, SUGAR, YEAST, POTATO FLOUR, SALT, WHEY, SOY FLOUR, CALCIUM PROPIONATE (PRESERVATIVE), BUTTERMILK POWDER, MONO-7 DIGLYCERIDES, ETHOXYLATED MONO & DIGLYCERIDES, CARBAMIDE, AZODICARBONAMIDE, ASCORBIC ACID ADDED AS DOUGH CONDITIONER, ENZYMES.

CONTAINS: SOY, WHEAT, MILK

Copy not for documenting Federal Meal Requirement

KEEP FROZEN · 150 / 2.33 oz Sandwiches

NET WT. 21.8 lbs



HEATING INSTRUCTIONS

Place sandwiches in wraps on a sheet pan and heat in convection oven at 250 degrees to 275 degrees F for approximately 12-15 minutes.

DISTRIBUTED BY: J.T.M. Provisions Co., Inc.
Harrison, Ohio 45030 1-800-626-2308

Products Containing USDA non-subsitutable commodities bear the following statement:
"Contains commodities donated by the United States Department of Agriculture. This product shall be sold only to eligible recipient agencies."



Product Analysis Sheet / Product Formulation Statement

Date: 11/15/12

ProductName: Pork Sausage on a WGR Biscuit Sand (IW) CodeNo: CP5802 / 5802CE

Manufacturer: J.T.M. Provisions Company, Inc

Case Weight / Count: 21.09 # / 150 ct

Volume and Weight of one serving of product: 2.25 oz

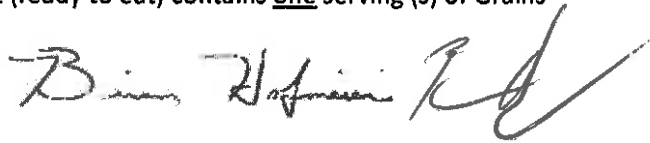
Grain Ingredient(s) in the product: Whole Wheat Flour and Enriched Wheat Flour

(Primary grain ingredient must be enriched flour or whole grain flour)

Weight of grain (gram weight) in one serving of product: 9 grams of Whole Wheat Flour and 8.6 grams of Enriched Wheat Flour

(Note: It takes 16.0 grams of whole grain enriched flour meal, bran or germ or an equivalent amount of cereal as provided in FNS Instruction 783-1, Rev. 2, to equal 1 serving Grain. Grains may be credited in ¼ serving increments)

I certify that the above information is true and correct and that one serving of the above product (ready to eat) contains one serving (s) of Grains



11/15/12

Brian Hofmeier

11/15/12

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

Provide a copy of the label in addition to the following information on company letterhead signed by an official representative of the company.

Product Name: Pork Sausage on a WGR Biscuit

Code No: CP5802 / 5802CE

Manufacturer: J.T.M. Provisions Company, Inc. Case/Pack/Count/Portion/Size: 21.09 # / 150 ct / 2.25 oz

I. Meat/Meat Alternate

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

Description of Creditable Ingredients per Food Buying Guide	Ounces per Raw Portion of Creditable Ingredient	Multiply	Food Buying Guide Yield	Creditable Amount*
Ground Pork (Not more than 20% Fat)	1.3879	X	.74	1.0271
		X		
		X		
A. Total Creditable Amount¹				1.00

*Creditable Amount - Multiply ounces per raw portion of creditable ingredient by the Food Buying Guide yield.

II. Alternate Protein Product (APP)

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

Description of APP, manufacturer's name, and code number	Ounces Dry APP Per Portion	Multiply	% of Protein As-Is*	Divide by 18**	Creditable Amount APP***
		X		+by 18	
		X		+by 18	
		X		+by 18	
B. Total Creditable Amount¹					N/A
C. TOTAL CREDITABLE AMOUNT (A+B rounded down to nearest 1/4 oz)					1.00

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

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

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

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

Total weight (per portion) of product as purchased : 2.25 oz

Total creditable amount of product (per portion): 1.00 M/MA

Reminder: Total creditable amount cannot count for more than the total weight of product)

I certify that the above information is true and correct and that a 2.25 ounce serving of the above product (ready for serving) contains 1.00 ounces of equivalent meat/meat alternate when prepared according to directions.

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



Signature of Company Official

Vice President of Education Sales

Title

Brian Hofmeier

Printed Name

12/13/12

Date

800-262-2308

Phone Number

SEPDS A

SUMMARY END PRODUCT DATA SCHEDULE

JTM FOOD GROUP

National Summary

(EPDS approved by USDA)

State Summary

(EPDS approved by state agency)

THIS IS AN ORIGINAL SUMMARY SCHEDULE UNLESS CHECKED BELOW:

- Reflects Change in Formulation (*Italic*)
- Additional Products Listed
- Correction or Revision

VALUE PASS THROUGH SYSTEMS APPROVED:

- Fee for Service
- Refund to Recipient Agency
- Net Price Through Distributor

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

Certified by State Agency

PORK ITEMS
West Virginia
Bid
price/case
(Fee for
Service)

Part Code	Product Description	Net Weight Per Case	Servings Per Case	Net Weight per Serving	NEW WBSM Item Code	NEW WBSM Description	DF Inventory Drawdown per case	By Products Produced*	Value per pound of DF	Value of DF per case (G x I)	Effective Date	State Agency Acceptance/Approval <input type="checkbox"/> Check for quick approval
A	B	C	D	E			G	H	I	J	K	L
519	Cincy Style Chili	30.00	86.02	5.58	100154	BEEF COARSE GROUND FRZ CTN-60 LB	15.31	No	\$2.2270	\$34.10		
519				OR	100155	BEEF FRESH BNLS COMBO-20/2000 LB	15.31	No	\$2.2695	\$34.75		
545	Reduced Fat Beef Sloppy Joe	30.00	132.23	3.63	100332	TOMATO PASTE FOR BULK PROCESSING	3.00	No	\$0.3619	\$1.09		
545	Reduced Fat Beef Sloppy Joe	30.00	132.23	3.63	100154	BEEF COARSE GROUND FRZ CTN-60 LB	18.56	No	\$2.2270	\$41.33		
545				OR	100155	BEEF FRESH BNLS COMBO-20/2000 LB	18.56	No	\$2.2695	\$42.12		
550	Reduced Fat Beef Taco Filling	30.00	151.42	3.17	100332	TOMATO PASTE FOR BULK PROCESSING	2.77	No	\$0.3619	\$1.00		
550	Reduced Fat Beef Taco Filling	30.00	151.42	3.17	100154	BEEF COARSE GROUND FRZ CTN-60 LB	16.70	No	\$2.2270	\$37.19		
550				OR	100155	BEEF FRESH BNLS COMBO-20/2000 LB	16.70	No	\$2.2695	\$37.90		
552	Pork Sausage Gravy	30.00	121.52	3.95	100193	PORK PICNIC BNLS FRZ CTN-60 LB	10.66	No	\$1.1298	\$12.04		
				OR	100173	PORK ROAST LEG FRZ CTN-32-40 LB	10.66	No	\$1.5536	\$16.56		
				OR	110138	PORK BNLS LEG ROASTS - BULK CTN-60 LB	10.66	No	\$1.3678	\$14.58		
563	Taco Filling w/Beef	30.00	141.18	3.40	100154	BEEF COARSE GROUND FRZ CTN-60 LB	16.91	No	\$2.2270	\$37.66		
563				OR	100155	BEEF FRESH BNLS COMBO-20/2000 LB	16.91	No	\$2.2695	\$38.38		
567	Reduced Fat Beef Chili Sauce	30.00	91.78	5.23	100154	BEEF COARSE GROUND FRZ CTN-60 LB	13.26	No	\$2.2270	\$29.53		
567				OR	100155	BEEF FRESH BNLS COMBO-20/2000 LB	13.26	No	\$2.2695	\$30.09		
579	Reduced Fat Beef Chili w/ Beans	30.00	82.33	5.83	100154	BEEF COARSE GROUND FRZ CTN-60 LB	8.04	No	\$2.2270	\$17.91		
579				OR	100155	BEEF FRESH BNLS COMBO-20/2000 LB	8.04	No	\$2.2695	\$18.25		
5030	Reduced Sodium Beef Meatballs (5 mb = 2 oz. M/MA)	30.00	171.43	2.80	100154	BEEF COARSE GROUND FRZ CTN-60 LB	22.94	No	\$2.2270	\$51.09		
5030				OR	100155	BEEF FRESH BNLS COMBO-20/2000 LB	22.94	No	\$2.2695	\$52.06		
5033	Reduced Sodium Pork Meatball (5mb=2 oz M/MA)	30.00	168.42	2.85	100193	PORK PICNIC BNLS FRZ CTN-60 LB	22.94	No	\$1.1298	\$25.92		
5033				OR	100173	PORK ROAST LEG FRZ CTN-32-40 LB	22.94	No	\$1.5536	\$35.64		
5033				OR	110138	PORK BNLS LEG ROASTS - BULK CTN-60 LB	22.94	No	\$1.3678	\$31.38		
5035	Reduced Sodium Beef Meatball (4 mb - 2 oz. M/MA)	30.00	164.62	2.60	100154	BEEF COARSE GROUND FRZ CTN-60 LB	22.94	No	\$2.2270	\$51.09		
5035				OR	100155	BEEF FRESH BNLS COMBO-20/2000 LB	22.94	No	\$2.2695	\$52.06		

PORK ITEMS
West Virginia
Bid
price/case
(Fee for
Service)

Part Code	Product Description	Net Weight Per Case	Servings Per Case	Net Weight per Serving	New WBS/CM Item Code	New WBS/CM Description	DF Inventory Drawdown per case	By Products Produced*	Value per pound of DF	Value of DF per case (G x I)	Effective Date	State Agency Acceptance/Approval
												<input type="checkbox"/> Check for quick approval
A	B	C	D	E			G	H	I	J	K	L
5036	Reduced Sodium Pork Meatballs (4 mb = 2 oz. M/MA)	30.00	178.47	2.72	100193	PORK PICNIC BNLS FRZ CTN-60 LB	22.94	No	\$1.1298	\$25.92		
5036				OR	100173	PORK ROAST LEG FRZ CTN-32-40 LB	22.94	No	\$1.5536	\$35.64		
5036				OR	110138	PORK BNLS LEG ROASTS - BULK CTN-60 LB	22.94	No	\$1.3678	\$31.38		
5038	Reduced Sodium Beef Meatball (3 mb = 2 oz. M/MA)	30.00	160.00	3.00	100154	BEEF COARSE GROUND FRZ CTN-60 LB	22.94	No	\$2.2270	\$51.09		
5038				OR	100155	BEEF FRESH BNLS COMBO-20/2000 LB	22.94	No	\$2.2695	\$52.06		
5039	Reduced Sodium Pork Meatball (3 mb = 2 oz. M/MA)	30.00	160.00	3.00	100193	PORK PICNIC BNLS FRZ CTN-60 LB	22.94	No	\$1.1298	\$25.92		
5039				OR	100173	PORK ROAST LEG FRZ CTN-32-40 LB	22.94	No	\$1.5536	\$35.64		
5039				OR	110138	PORK BNLS LEG ROASTS - BULK CTN-60 LB	22.94	No	\$1.3678	\$31.38		
5040	Beef Meatball (4 mb = 2 oz M/MA)	30.00	200.00	2.40	100154	BEEF COARSE GROUND FRZ CTN-60 LB	27.34	No	\$2.2270	\$60.89		
5040				OR	100155	BEEF FRESH BNLS COMBO-20/2000 LB	27.34	No	\$2.2695	\$62.05		
5045	Beef Meatball (4 mb = 2 oz. M/MA)	30.00	184.62	2.60	100154	BEEF COARSE GROUND FRZ CTN-60 LB	23.96	No	\$2.2270	\$53.36		
5045				OR	100155	BEEF FRESH BNLS COMBO-20/2000 LB	23.96	No	\$2.2695	\$54.38		
5046	Fully Cooked Beef Meatballs (4 mb = 2 oz M/MA)	30.00	230.77	2.08	100154	BEEF COARSE GROUND FRZ CTN-60 LB	34.44	No	\$2.2270	\$76.70		
5046				OR	100155	BEEF FRESH BNLS COMBO-20/2000 LB	34.44	No	\$2.2695	\$78.16		
5047	Fully Cooked Beef Meatball	30.00	171.43	2.80	100154	BEEF COARSE GROUND FRZ CTN-60 LB	22.94	No	\$2.2270	\$51.09		
5047				OR	100155	BEEF FRESH BNLS COMBO-20/2000 LB	22.94	No	\$2.2695	\$52.06		
5049	Allergen - Free Beef Meatballs	30.00	192.00	2.50	100154	BEEF COARSE GROUND FRZ CTN-60 LB	35.00	No	\$2.2270	\$77.95		
5049				OR	100155	BEEF FRESH BNLS COMBO-20/2000 LB	35.00	No	\$2.2695	\$79.43		
5051	Fully Cooked Turkey Meatballs	30.00	168.42	2.85	100883	TURKEY THIGHS BNLS SKNLS CHILLED-BULK	19.92	No	\$1.2607	\$25.11		
5052	Fully Cooked Turkey Meatballs	30.00	184.62	2.60	100883	TURKEY THIGHS BNLS SKNLS CHILLED-BULK	23.40	No	\$1.2607	\$29.50		
5053	Fully Cooked Beef Meatballs with Mushrooms	30.00	171.43	2.80	110421	MUSHROOMS DICED FRZ IQF CTN-40 LB	7.91	No	\$1.1000	\$8.70		
5053	Fully Cooked Beef Meatballs with Mushrooms	30.00	171.43	2.80	100154	BEEF COARSE GROUND FRZ CTN-60 LB	25.32	No	\$2.2270	\$56.39		
5053				OR	100155	BEEF FRESH BNLS COMBO-20/2000 LB	25.32	No	\$2.2695	\$57.46		
5054	Fully Cooked Beef Meatballs	30.00	208.70	2.30	100154	BEEF COARSE GROUND FRZ CTN-60 LB	22.47	No	\$2.2270	\$50.04		
5054				OR	100155	BEEF FRESH BNLS COMBO-20/2000 LB	22.47	No	\$2.2695	\$51.00		
5109	Fully Cooked Creamy Turkey Noodle Soup	30.00	69.00	6.97	100883	TURKEY THIGHS BNLS SKNLS CHILLED-BULK	12.30	No	\$1.2607	\$15.51		
5110	Minestrone Soup	30.00	80.00	6.00	100332	TOMATO PASTE FOR BULK PROCESSING	1.80	No	\$0.3619	\$0.65		
5111	Vegetable Soup	30.00	80.00	6.00	100332	TOMATO PASTE FOR BULK PROCESSING	2.25	No	\$0.3619	\$0.81		
5112	Vegetable Tortilla Soup	30.00	80.00	6.00	100332	TOMATO PASTE FOR BULK PROCESSING	2.10	No	\$0.3619	\$0.78		

PORK ITEMS
West Virginia
Bid
price/case
(Fee for
Service)

Part Code	Product Description	Net Weight Per Case	Servings Per Case	Net Weight per Serving	New WBSM Item Code	New WBSM Description	DF Inventory Drawdown per case	By Products Produced*	Value per pound of DF	Value of DF per case (G x l)	Effective Date	State Agency Acceptance/Approval <input type="checkbox"/> Check for quick approval
A	B	C	D	E			G	H	I	J	K	L
5113	Creamy Tomato Soup	30.00	80.00	6.00	100332	TOMATO PASTE FOR BULK PROCESSING	6.00	No	\$0.3619	\$2.17		
5114	Broccoli & Cheese Soup	30.00	80.00	6.00	110282	BROCCOLI FRZ PKG-6/5 LB	8.40	No	\$1.1688	\$9.82		
5114	Broccoli & Cheese Soup	30.00	80.00	6.00	110242	CHEESE NAT AMER FBD BARREL-500 LB(40800)	5.12	No	\$1.8301	\$9.37		
5114				OR	110254	CHEESE CHED YEL BLOCK-40 LB (40800)	5.12	No	\$1.8301	\$9.37		
5151	Beef Cheeseburger Mac	30.00	100.00	4.80	100154	BEEF COARSE GROUND FRZ CTN-60 LB	8.75	No	\$2.2270	\$19.49		
5151				OR	100155	BEEF FRESH BNLS COMBO-20/2000 LB	8.75	No	\$2.2695	\$19.86		
5156	Fully Cooked Pork Sausage Gravy	30.00	177.12	2.71	100193	PORK PICNIC BNLS FRZ CTN-60 LB	15.63	No	\$1.1298	\$17.66		
				OR	110138	PORK BNLS LEG ROASTS - BULK CTN-60 LB	15.63	No	\$1.3678	\$21.38		
5157	Beef and Cheese Sauce	30.00	139.13	3.45	100154	BEEF COARSE GROUND FRZ CTN-60 LB	15.16	No	\$2.2270	\$33.76		
				OR	100155	BEEF FRESH BNLS COMBO-20/2000 LB	15.16	No	\$2.2695	\$34.41		
5157	Beef and Cheese Sauce	30.00	139.13	3.45	110242	CHEESE NAT AMER FBD BARREL-500 LB(40800)	2.78	No	\$1.8301	\$5.09		
				OR	110254	CHEESE CHED YEL BLOCK-40 LB (40800)	2.78	No	\$1.8301	\$5.09		
5202	Fully Cooked Beef Patty Mix for Tacos	30.00	166.09	2.89	100154	BEEF COARSE GROUND FRZ CTN-60 LB	8.79	No	\$2.2270	\$19.58		
					100155	BEEF FRESH BNLS COMBO-20/2000 LB	8.79	No	\$2.2695	\$19.95		
5205	Reduced Fat Pork Taco Filling	30.00	151.42	3.17	100332	TOMATO PASTE FOR BULK PROCESSING	2.77	No	\$0.3619	\$1.00		
5205	Reduced Fat Pork Taco Filling	30.00	151.42	3.17	100193	PORK PICNIC BNLS FRZ CTN-60 LB	16.71	No	\$1.1298	\$18.88		
5205				OR	100173	PORK ROAST LEG FRZ CTN-32-40 LB	16.71	No	\$1.5536	\$25.96		
5205				OR	110138	PORK BNLS LEG ROASTS - BULK CTN-60 LB	16.71	No	\$1.3678	\$22.86		
5228	Pork Chorizo con Papas	30.00	130.79	3.67	100193	PORK PICNIC BNLS FRZ CTN-60 LB	17.96	No	\$1.1298	\$20.29		
5228				OR	100173	PORK ROAST LEG FRZ CTN-32-40 LB	17.96	No	\$1.5536	\$27.90		
5228				OR	110138	PORK BNLS LEG ROASTS - BULK CTN-60 LB	17.96	No	\$1.3678	\$24.57		
5230	Pork Carnitas	30.00	105.26	4.56	100193	PORK PICNIC BNLS FRZ CTN-60 LB	19.95	No	\$1.1298	\$22.54		
5232	Fully Cooked Reduced Fat Beef Taco Filling	30.00	166.09	2.89	100154	BEEF COARSE GROUND FRZ CTN-60 LB	8.79	No	\$2.2270	\$19.58		
5232				OR	100155	BEEF FRESH BNLS COMBO-20/2000 LB	8.79	No	\$2.2695	\$19.95		
5235	Turkey Taco Filling	30.00	139.13	3.45	100883	TURKEY THIGHS BNLS SKNLS CHILLED-BULK	18.30		\$1.2607	\$23.07		
5236	Beef Chorizo con Papas	30.00	130.79	3.67	100154	BEEF COARSE GROUND FRZ CTN-60 LB	17.96	No	\$2.2270	\$40.00		
5236				OR	100155	BEEF FRESH BNLS COMBO-20/2000 LB	17.96	No	\$2.2695	\$40.76		
5240	Taco Filling w/Beef and MDM Chicken	40.00	184.44	3.47	100154	BEEF COARSE GROUND FRZ CTN-60 LB	13.79	No	\$2.2270	\$30.71		

\$32.43/cs

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

Certified by State Agency

PORK ITEMS
West Virginia
Bid
price/case
(Fee for
Service)

Part Code	Product Description	Net Weight Per Case	Servings Per Case	Net Weight per Serving	New WBSM Item Code	New WBSM Description	DF Inventory Drawdown per case	By Products Produced*	Value per pound of DF	Value of DF per case (G x I)	Effective Date	State Agency Acceptance/Approval <input type="checkbox"/> Check for quick approval
A	B	C	D	E			G	H	I	J	K	L
5240				OR	100155	BEEF FRESH BNLS COMBO-20/2000 LB	13.79	No	\$2.2695	\$31.30		
5242	Fully Cooked Beef Taco Filling	30.00	198.35	2.42	100154	BEEF COARSE GROUND FRZ CTN-60 LB	21.65	No	\$2.2270	\$48.21		
5242				OR	100155	BEEF FRESH BNLS COMBO-20/2000 LB	21.65	No	\$2.2695	\$49.13		
5249	Allergen - Free Beef Taco Filling	30.00	177.12	2.71	100154	BEEF COARSE GROUND FRZ CTN-60 LB	30.91	NO	\$2.2270	\$68.84		
5249				OR	100155	BEEF FRESH BNLS COMBO-20/2000 LB	30.91	NO	\$2.2695	\$70.15		
5250	Reduced Sodium Beef Taco Filling	30.00	151.42	3.17	100332	TOMATO PASTE FOR BULK PROCESSING	2.77	No	\$0.3619	\$1.00		
5250	Reduced Sodium Beef Taco Filling	30.00	151.42	3.17	100154	BEEF COARSE GROUND FRZ CTN-60 LB	16.70	No	\$2.2270	\$37.19		
5250				OR	100155	BEEF FRESH BNLS COMBO-20/2000 LB	16.70	No	\$2.2695	\$37.90		
5251	Reduced Fat, Reduced Sodium Beef Taco Filling (Southwest)	30.00	202.53	2.37	100154	BEEF COARSE GROUND FRZ CTN-60 LB	23.91	No	\$2.2270	\$53.25		
5251				OR	100155	BEEF FRESH BNLS COMBO-20/2000 LB	23.91	No	\$2.2695	\$54.26		
5252	Fully Cooked Beef Taco Filling	32.00	174.15	2.94	100332	TOMATO PASTE FOR BULK PROCESSING	0.64	No	\$0.3619	\$0.23		
5252	Fully Cooked Beef Taco Filling	32.00	174.15	2.94	100154	BEEF COARSE GROUND FRZ CTN-60 LB	19.93	No	\$2.2270	\$44.38		
5252				OR	100155	BEEF FRESH BNLS COMBO-20/2000 LB	19.93	No	\$2.2695	\$45.23		
5253	Fully Cooked Beef Taco Filling	32.00	164.63	3.11	100154	BEEF COARSE GROUND FRZ CTN-60 LB	18.31	No	\$2.2270	\$40.78		
5253				OR	100155	BEEF FRESH BNLS COMBO-20/2000 LB	18.31	No	\$2.2695	\$41.55		
5254	Fully Cooked Turkey Taco Filling	32.00	157.00	3.26	100883	TURKEY THIGHS BNLS SKNLS CHILLED-BULK	19.33	No	\$1.2607	\$24.37		
5257	Beef Taco Filling with Mushrooms	30.00	166.67	2.88	100154	BEEF COARSE GROUND FRZ CTN-60 LB	14.69	No	\$2.2270	\$32.71		
5257				OR	100155	BEEF FRESH BNLS COMBO-20/2000 LB	14.69	No	\$2.2695	\$33.34		
5257	Beef Taco Filling with Mushrooms	30.00	166.67	2.88	110421	MUSHROOMS DICED FRZ IQF CTN-40 LB	6.96	No	\$1.1000	\$7.66		
5257	Beef Taco Filling with Mushrooms	30.00	166.67	2.88	100332	TOMATO PASTE FOR BULK PROCESSING	3.03	No	\$0.3619	\$1.10		
5280	Fully Cooked Turkey Taco Filling	30.00	162.71	2.95	100883	TURKEY THIGHS BNLS SKNLS CHILLED-BULK	8.53	No	\$1.2607	\$10.75		
5282	Egg, Cheese and Potato Breakfast Burrito Filling	30.00	160.00	3.00	110242	CHEESE NAT AMER FBD BARREL-500 LB(40800)	3.00	No	\$1.8301	\$5.49		
5282				OR	110254	CHEESE CHED YEL BLOCK-40 LB (40800)	3.00	No	\$1.8301	\$5.49		
5283	Bean and Cheese Breakfast Burrito Filling	30.00	160.00	3.00	110242	CHEESE NAT AMER FBD BARREL-500 LB(40800)	3.00	No	\$1.8301	\$5.49		
5283				OR	110254	CHEESE CHED YEL BLOCK-40 LB (40800)	3.00	No	\$1.8301	\$5.49		
5304	Fully Cooked Reduced Fat Pork Chili with Beans	30.00	82.33	5.83	100193	PORK PICNIC BNLS FRZ CTN-80 LB	8.39	No	\$1.1298	\$9.48		
5304				OR	100173	PORK ROAST LEG FRZ CTN-32-40 LB	8.39	No	\$1.5536	\$13.03		
5304	Fully Cooked Reduced Fat Pork Chili with Beans			OR	110138	PORK BNLS LEG ROASTS - BULK CTN-80 LB	8.39	No	\$1.3678	\$11.48		
5307	Reduced Fat Beef Chili w/ Beans	30.00	82.33	5.83	100329	TOMATO DICED CAN-6/10	7.22	No	\$0.3746	\$2.70		

PORK ITEMS
West Virginia
Bid price/case
(Fee for Service)

Part Code	Product Description	Net Weight Per Case	Servings Per Case	Net Weight per Serving	New WBS/CM Item Code	New WBS/CM Description	DF Inventory Drawdown per case	By Products Produced*	Value per pound of DF	Value of DF per case (G x I)	Effective Date	State Agency Acceptance/Approval <input type="checkbox"/> Check for quick approval
A	B	C	D	E			G	H	I	J	K	L
5307	Reduced Fat Beef Chili w/ Beans	30.00	82.33	5.83	100154	BEEF COARSE GROUND FRZ CTN-60 LB	8.12	No	\$2.2270	\$18.08		
5307				OR	100155	BEEF FRESH BNLS COMBO-20/2000 LB	8.12	No	\$2.2695	\$18.43		
5316	Reduced Fat Beef Chili (no beans)	30.00	117.07	4.10	100154	BEEF COARSE GROUND FRZ CTN-60 LB	14.87	No	\$2.2270	\$33.12		
5316				OR	100155	BEEF FRESH BNLS COMBO-20/2000 LB	14.87	No	\$2.2695	\$33.75		
5320	Hog Dog Chili Sauce w/Beef	30.00	104.35	4.60	100154	BEEF COARSE GROUND FRZ CTN-60 LB	9.12	No	\$2.2270	\$20.31		
5320				OR	100155	BEEF FRESH BNLS COMBO-20/2000 LB	9.12	No	\$2.2695	\$20.70		
5326	Reduced Fat Beef Chili w/ Beans	30.00	82.33	5.83	100370	BEANS RED KIDNEY CAN-6/10	6.58	No	\$0.4054	\$2.67		
5326	Reduced Fat Beef Chili w/ Beans	30.00	82.33	5.83	100329	TOMATO DICED CAN-6/10	7.22	No	\$0.3746	\$2.70		
5326	Reduced Fat Beef Chili w/ Beans	30.00	82.33	5.83	100154	BEEF COARSE GROUND FRZ CTN-60 LB	8.12	No	\$2.2270	\$18.08		
5326				OR	100155	BEEF FRESH BNLS COMBO-20/2000 LB	8.12	No	\$2.2695	\$18.43		
5333	Reduced Fat Beef Chili w/o beans	30.00	93.20	5.15	100154	BEEF COARSE GROUND FRZ CTN-60 LB	12.51	No	\$2.2270	\$27.66		
5333				OR	100155	BEEF FRESH BNLS COMBO-20/2000 LB	12.51	No	\$2.2695	\$28.39		
5334	Reduced Fat Pork Chili w/o beans	30.00	93.20	5.15	100193	PORK PICNIC BNLS FRZ CTN-80 LB	12.51	No	\$1.1298	\$14.13		
5334				OR	100173	PORK ROAST LEG FRZ CTN-32-40 LB	12.51	No	\$1.5536	\$19.44		
5334				OR	110138	PORK BNLS LEG ROASTS - BULK CTN-60 LB	12.51	No	\$1.3878	\$17.11		
5337	Southwestern Beef Chili Con Carne w/bean	30.00	85.11	5.64	100154	BEEF COARSE GROUND FRZ CTN-60 LB	8.13	No	\$2.2270	\$18.11		
5337				OR	100155	BEEF FRESH BNLS COMBO-20/2000 LB	8.13	No	\$2.2695	\$18.45		
5338	Southwestern Beef Chili Con Carne w/o bean	30.00	96.00	5.00	100154	BEEF COARSE GROUND FRZ CTN-60 LB	12.52	No	\$2.2270	\$27.88		
5338				OR	100155	BEEF FRESH BNLS COMBO-20/2000 LB	12.52	No	\$2.2695	\$28.41		
5341	Cincinnati Style Beef Chili	30.00	86.02	5.58	100154	BEEF COARSE GROUND FRZ CTN-60 LB	15.31	No	\$2.2270	\$34.10		
5341				OR	100155	BEEF FRESH BNLS COMBO-20/2000 LB	15.31	No	\$2.2695	\$34.75		
5341	Cincinnati Style Beef Chili	30.00	86.02	5.58	100332	TOMATO PASTE FOR BULK PROCESSING	1.03	No	\$0.3619	\$0.37		
5343	Fully Cooked Turkey Chili w/Beans	30.00	82.33	5.83	100883	TURKEY THIGHS BNLS SKNLS CHILLED-BULK	7.29	No	\$1.2607	\$9.19		
5346	Fully Cooked Mexican Turkey Chili with Black Beans and Corn	30.00	75.47	6.36	100883	TURKEY THIGHS BNLS SKNLS CHILLED-BULK	11.25	No	\$1.2607	\$14.18		
5347	Southwest Turkey Chili without Beans	30.00	96.00	5.00	100883	TURKEY THIGHS BNLS SKNLS CHILLED-BULK	12.69	No	\$1.2607	\$16.00		
5348	Fully Cooked Chili with Beef and Beans	32.00	128.64	3.98	100332	TOMATO PASTE FOR BULK PROCESSING	1.91	No	\$0.3619	\$0.69		
5348	Fully Cooked Chili with Beef and Beans	32.00	128.64	3.98	100154	BEEF COARSE GROUND FRZ CTN-60 LB	14.24	No	\$2.2270	\$31.71		
5348				OR	100155	BEEF FRESH BNLS COMBO-20/2000 LB	14.24	No	\$2.2695	\$32.32		
5383	Three Bean Chili	30.00	120.00	4.00	100332	TOMATO PASTE FOR BULK PROCESSING	1.81	No	\$0.3619	\$0.66		
5384	Three Bean Chili Portion Pack	20.00	40.00	8.00	100332	TOMATO PASTE FOR BULK PROCESSING	1.21	No	\$0.3619	\$0.44		

PORK ITEMS
West Virginia
Bid
price/case
(Fee for
Service)

Part Code	Product Description	Net Weight Per Case	Servings Per Case	Net Weight per Serving	New WBS/CM Item Code	New WBS/CM Description	DF Inventory Drawdown per case	By Products Produced*	Value per pound of DF	Value of DF per case (G x I)	Effective Date	State Agency Acceptance/Approval <input type="checkbox"/> Check for quick approval
A	B	C	D	E			G	H	I	J	K	L
5391	Beef Chili and Macaroni w/o beans - WGR	30.00	67.61	7.10	100154	BEEF COARSE GROUND FRZ CTN-60 LB	9.10	No	\$2.2270	\$20.27		
5391				OR	100155	BEEF FRESH BNLS COMBO-20/2000 LB	9.10	No	\$2.2695	\$20.65		
5393	Beef Chili and Macaroni w/o beans (portion pac) - WGR	17.75	40.00	7.10	100154	BEEF COARSE GROUND FRZ CTN-60 LB	5.74	No	\$2.2270	\$12.78		
5393				OR	100155	BEEF FRESH BNLS COMBO-20/2000 LB	5.74	No	\$2.2695	\$13.03		
5395	Fully Cooked Mac and Beef Caserole - WGR	32.00	65.22	7.85	100332	TOMATO PASTE FOR BULK PROCESSING	1.60	No	\$0.3619	\$0.58		
5395	Fully Cooked Mac and Beef Caserole - WGR	32.00	65.22	7.85	100154	BEEF COARSE GROUND FRZ CTN-60 LB	10.41	No	\$2.2270	\$23.18		
5395				OR	100155	BEEF FRESH BNLS COMBO-20/2000 LB	10.41	No	\$2.2695	\$23.63		
5396	Fully Cooked Fiesta Mac and Beef Caserole - WGR	32.00	64.00	8.00	100332	TOMATO PASTE FOR BULK PROCESSING	1.60	No	\$0.3619	\$0.58		
5396	Fully Cooked Fiesta Mac and Beef Caserole - WGR	32.00	64.00	8.00	100154	BEEF COARSE GROUND FRZ CTN-60 LB	11.28	No	\$2.2270	\$25.12		
5396				OR	100155	BEEF FRESH BNLS COMBO-20/2000 LB	11.28	No	\$2.2695	\$25.60		
5401	Fully Cooked Reduced Fat Pork Sloppy Joe	30.00	139.53	3.44	100193	PORK PICNIC BNLS FRZ CTN-60 LB	20.00	No	\$1.1298	\$22.60		
5401				OR	100173	PORK ROAST LEG FRZ CTN-32-40 LB	20.00	No	\$1.5536	\$31.07		
5401				OR	110138	PORK BNLS LEG ROASTS - BULK CTN-60 LB	20.00	No	\$1.3678	\$27.36		
5414	Fully Cooked Shredded Pork BBQ	32.00	128.00	4.00	100173	PORK ROAST LEG FRZ CTN-32-40 LB	21.05	No	\$1.5536	\$32.70		
5414				OR	110138	PORK BNLS LEG ROASTS - BULK CTN-60 LB	21.05	No	\$1.3678	\$28.79		
5416	Fully Cooked Shredded Pork BBQ	30.00	120.00	4.00	100193	PORK PICNIC BNLS FRZ CTN-60 LB	19.95	No	\$1.1298	\$22.54		
5429	Fully Cooked Turkey BBQ	30.00	116.79	4.11	100883	TURKEY THIGHS BNLS SKNLS CHILLED-BULK	15.00	No	\$1.2807	\$18.91		
5430	Cooked Shredded Pork in Mojo Sauce	30.00	114.29	4.20	100173	PORK ROAST LEG FRZ CTN-32-40 LB	25.97	No	\$1.5536	\$40.35		
5430				OR	110138	PORK BNLS LEG ROASTS - BULK CTN-60 LB	25.97	No	\$1.3678	\$35.52		
5432	Fully Cooked Sloppy Joe with Beef	32.00	120.47	4.25	100332	TOMATO PASTE FOR BULK PROCESSING	2.56	No	\$0.3619	\$0.93		
5432	Fully Cooked Sloppy Joe with Beef	32.00	120.47	4.25	100154	BEEF COARSE GROUND FRZ CTN-60 LB	13.60	No	\$2.2270	\$30.29		
5432				OR	100155	BEEF FRESH BNLS COMBO-20/2000 LB	13.60	No	\$2.2695	\$30.87		
5433	Fully Cooked Shredded Pork in General TSO Sauce	32.00	111.06	4.61	100173	PORK ROAST LEG FRZ CTN-32-40 LB	21.05	No	\$1.5536	\$32.70		
5433				OR	110138	PORK BNLS LEG ROASTS - BULK CTN-60 LB	21.05	No	\$1.3678	\$28.79		
5435	Fully Cooked Shredded Seasoned Pork Carnitas	32.00	113.78	4.50	100332	TOMATO PASTE FOR BULK PROCESSING	2.95	No	\$0.3619	\$1.07		
5435	Fully Cooked Shredded Seasoned Pork Carnitas	32.00	113.78	4.50	100173	PORK ROAST LEG FRZ CTN-32-40 LB	21.06	No	\$1.5536	\$32.72		
5435				OR	110138	PORK BNLS LEG ROASTS - BULK CTN-60 LB	21.06	No	\$1.3678	\$28.81		
5436	Fully Cooked Shredded Beef BBQ	30.00	120.00	4.00	100156	BEEF BNLS SPECIAL TRM FRZ CTN-60 LB	19.95	No	\$2.8757	\$57.37		
5437	Ropa Vieja Shredded Beef in Sauce	30.00	96.58	4.97	100156	BEEF BNLS SPECIAL TRM FRZ CTN-60 LB	20.83	No	\$2.8757	\$59.90		

\$32.19/cs

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

Certified by State Agency

PORK ITEMS
West Virginia
Bid
price/case
(Fee for
Service)

Part Code	Product Description	Net Weight Per Case	Servings Per Case	Net Weight per Serving	New WBS* Item Code	New WBS* Description	DF Inventory Drawdown per case	By Products Produced*	Value per pound of DF	Value of DF per case (G x I)	Effective Date	State Agency Acceptance/Approval <input type="checkbox"/> Check for quick approval
A	B	C	D	E			G	H	I	J	K	L
5515	Reduced Fat Spaghetti Sauce w/Beef	30.00	85.71	5.60	100154	BEEF COARSE GROUND FRZ CTN-60 LB	14.94	No	\$2.2270	\$33.27		
5515				OR	100155	BEEF FRESH BNLS COMBO-20/2000 LB	14.94	No	\$2.2695	\$33.91		
5521	Reduced Fat Pork Spaghetti Sauce	30.00	81.22	5.91	100193	PORK PICNIC BNLS FRZ CTN-60 LB	14.31	No	\$1.1298	\$16.17		
5521				OR	100173	PORK ROAST LEG FRZ CTN-32-40 LB	14.31	No	\$1.5536	\$22.23		
5521				OR	110138	PORK BNLS LEG ROASTS - BULK CTN-60 LB	14.31	No	\$1.3678	\$19.57		
5528	Beef Italian Entrée Topping	30.00	120.00	4.00	100154	BEEF COARSE GROUND FRZ CTN-60 LB	16.49	No	\$2.2270	\$36.72		
5528				OR	100155	BEEF FRESH BNLS COMBO-20/2000 LB	16.49	No	\$2.2695	\$37.42		
5530	Beef Spaghetti Sauce Reduced Fat	30.00	85.71	5.60	100332	TOMATO PASTE FOR BULK PROCESSING	4.37	No	\$0.3619	\$1.58		
5530	Beef Spaghetti Sauce Reduced Fat	30.00	85.71	5.60	100154	BEEF COARSE GROUND FRZ CTN-60 LB	14.94	No	\$2.2270	\$33.27		
5530				OR	100155	BEEF FRESH BNLS COMBO-20/2000 LB	14.94	No	\$2.2695	\$33.91		
5532	Fully Cooked Turkey Spaghetti Meat Sauce	30.00	80.00	6.00	100883	TURKEY THIGHS BNLS SKNLS CHILLED-BULK	14.29	No	\$1.2607	\$18.02		
5533	Fully Cooked Spaghetti Sauce with Beef	32.00	90.78	5.64	100332	TOMATO PASTE FOR BULK PROCESSING	6.64	No	\$0.3619	\$2.40		
5533	Fully Cooked Spaghetti Sauce with Beef	32.00	90.78	5.64	100154	BEEF COARSE GROUND FRZ CTN-60 LB	15.84	No	\$2.2270	\$35.28		
5533				OR	100155	BEEF FRESH BNLS COMBO-20/2000 LB	15.84	No	\$2.2695	\$35.95		
5536	Beef Spaghetti Sauce with Mushrooms	30.00	85.71	5.60	100154	BEEF COARSE GROUND FRZ CTN-60 LB	11.32	No	\$2.2270	\$25.21		
5536				OR	100155	BEEF FRESH BNLS COMBO-20/2000 LB	11.32	No	\$2.2695	\$25.69		
5536	Beef Spaghetti Sauce with Mushrooms	30.00	85.71	5.60	110421	MUSHROOMS DICED FRZ IQF CTN-40 LB	4.71	No	\$1.1000	\$5.18		
5578	Reduced Fat Beef Spaghetti Sauce	30.00	85.71	5.60	100154	BEEF COARSE GROUND FRZ CTN-60 LB	14.94	No	\$2.2270	\$33.27		
5578				OR	100155	BEEF FRESH BNLS COMBO-20/2000 LB	14.94	No	\$2.2695	\$33.91		
5580	Fully Cooked Turkey Italian Entrée Topping	30.00	115.38	4.16	100883	TURKEY THIGHS BNLS SKNLS CHILLED-BULK	10.50	No	\$1.2607	\$13.24		
5590	Spaghetti w/Beef Meat Sauce - WGR	30.00	64.52	7.44	100154	BEEF COARSE GROUND FRZ CTN-60 LB	11.36	No	\$2.2270	\$25.30		
5590				OR	100155	BEEF FRESH BNLS COMBO-20/2000 LB	11.36	No	\$2.2695	\$25.78		
5591	Rotini w/Beef Meat and Sauce - WGR	30.00	64.52	7.44	100154	BEEF COARSE GROUND FRZ CTN-60 LB	11.36	No	\$2.2270	\$25.30		
5591				OR	100155	BEEF FRESH BNLS COMBO-20/2000 LB	11.36	No	\$2.2695	\$25.78		
5592	Wheat Pasta w/Beef Meat and Sauce - WGR	30.00	64.52	7.44	100154	BEEF COARSE GROUND FRZ CTN-60 LB	8.85	No	\$2.2270	\$19.71		
5592				OR	100165	BEEF FRESH BNLS COMBO-20/2000 LB	8.85	No	\$2.2695	\$20.09		
5593	Rotini w/Beef Meat and Sauce (Port Pac) - WGR	20.00	40.00	8.00	100154	BEEF COARSE GROUND FRZ CTN-60 LB	8.08	No	\$2.2270	\$17.99		
5593				OR	100155	BEEF FRESH BNLS COMBO-20/2000 LB	8.08	No	\$2.2695	\$18.34		
5594	Spaghetti w/Beef Meat and Sauce (Port Pac) - WGR	20.00	40.00	8.00	100154	BEEF COARSE GROUND FRZ CTN-60 LB	8.08	No	\$2.2270	\$17.99		

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

Certified by State Agency

PORK ITEMS
West Virginia
Bid
price/case
(Fee for
Service)

Part Code	Product Description	Net Weight Per Case	Servings Per Case	Net Weight per Serving	New WBSM Item Code	New WBSM Description	DF Inventory Drawdown per case	By Products Produced*	Value per pound of DF	Value of DF per case (G x I)	Effective Date	State Agency Acceptance/Approval <input type="checkbox"/> Check for quick approval
A	B	C	D	E			G	H	I	J	K	L
5584				OR	100155	BEEF FRESH BNLS COMBO-20/2000 LB	8.08	No	\$2.2695	\$18.34		
5597	Reduced Fat Penne Pasta with Beef Meat Sauce - WGR	30.00	64.52	7.44	100154	BEEF COARSE GROUND FRZ CTN-60 LB	11.36	No	\$2.2270	\$25.30		
5597				OR	100155	BEEF FRESH BNLS COMBO-20/2000 LB	11.36	No	\$2.2695	\$25.78		
5598	Fully Cooked Beef Meat Sauce with Ziti Casserole - WGR	32.00	64.00	8.00	100332	TOMATO PASTE FOR BULK PROCESSING	2.24	No	\$0.3619	\$0.81		
5598	Fully Cooked Beef Meat Sauce with Ziti Casserole - WGR	32.00	64.00	8.00	100154	BEEF COARSE GROUND FRZ CTN-60 LB	8.47	No	\$2.2270	\$18.86		
5598				OR	100155	BEEF FRESH BNLS COMBO-20/2000 LB	8.47	No	\$2.2695	\$19.22		
5601	Fully Cooked Reduced Sodium Beef Patty	30.00	274.29	1.75	100154	BEEF COARSE GROUND FRZ CTN-60 LB	31.69	No	\$2.2270	\$70.57		
5601				OR	100155	BEEF FRESH BNLS COMBO-20/2000 LB	31.69	No	\$2.2695	\$71.92		
5602	Fully Cooked Reduced Sodium Beef Patty	30.00	243.65	1.97	100154	BEEF COARSE GROUND FRZ CTN-60 LB	39.22	No	\$2.2270	\$87.34		
5602				OR	100155	BEEF FRESH BNLS COMBO-20/2000 LB	39.22	No	\$2.2695	\$89.01		
5603	Fully Cooked Turkey Patties	30.00	106.66	4.50	100883	TURKEY THIGHS BNLS SKNLS CHILLED-BULK	23.40	No	\$1.2607	\$29.50		
5604	Fully Cooked Turkey Patty with Mushrooms	30.00	193.00	2.49	100883	TURKEY THIGHS BNLS SKNLS CHILLED-BULK	19.82	No	\$1.2607	\$24.99		
5604	Fully Cooked Turkey Patty with Mushrooms	30.00	193.00	2.49	110421	MUSHROOMS DICED FRZ IQF CTN-40 LB	8.81	No	\$1.1000	\$9.69		
5607	Fully Cooked Large Turkey Sausage Patties	30.00	369.00	1.30	100883	TURKEY THIGHS BNLS SKNLS CHILLED-BULK	24.23	No	\$1.2607	\$30.55		
5608	Fully Cooked Reduced Sodium Beef Patty with Mushrooms	30.00	259.46	1.85	110421	MUSHROOMS DICED FRZ IQF CTN-40 LB	8.81	No	\$1.1000	\$9.69		
5608	Fully Cooked Reduced Sodium Beef Patty with Mushrooms	30.00	259.46	1.85	100154	BEEF COARSE GROUND FRZ CTN-80 LB	22.74	No	\$2.2270	\$50.64		
5608	Fully Cooked Reduced Sodium Beef Patty with Mushrooms				100155	BEEF FRESH BNLS COMBO-20/2000 LB	22.74	No	\$2.2695	\$51.61		
5609	Fully Cooked Breaded Turkey Patty	28.89	138.00	3.35	100883	TURKEY THIGHS BNLS SKNLS CHILLED-BULK	19.43	No	\$1.2607	\$24.50		
5610	Fully Cooked Beef Patty	30.00	192.00	2.50	100154	BEEF COARSE GROUND FRZ CTN-60 LB	38.11	No	\$2.2270	\$84.87		
5610	Fully Cooked Beef Patty				100155	BEEF FRESH BNLS COMBO-20/2000 LB	38.11	No	\$2.2695	\$86.49		
5611	Fully Cooked Beef Patty	30.00	300.00	1.60	100154	BEEF COARSE GROUND FRZ CTN-60 LB	25.23	No	\$2.2270	\$56.19		
5611				OR	100155	BEEF FRESH BNLS COMBO-20/2000 LB	25.23	No	\$2.2695	\$57.26		
5612	Fully Cooked Extra Large Turkey Sausage Patties	30.00	184.62	2.60	100883	TURKEY THIGHS BNLS SKNLS CHILLED-BULK	24.23	No	\$1.2607	\$30.55		
5613	Fully Cooked Beef Patty	30.00	320.00	1.50	100154	BEEF COARSE GROUND FRZ CTN-60 LB	31.69	No	\$2.2270	\$70.57		
5613				OR	100155	BEEF FRESH BNLS COMBO-20/2000 LB	31.69	No	\$2.2695	\$71.92		
5614	Fully Cooked Pork Grillin' Rib	30.00	188.98	2.54	100193	PORK PICNIC BNLS FRZ CTN-60 LB	25.14	No	\$1.1298	\$28.40		
5614				OR	100173	PORK ROAST LEG FRZ CTN-32-40 LB	25.14	No	\$1.5536	\$39.06		
5614				OR	110138	PORK BNLS LEG ROASTS - BULK CTN-60 LB	25.14	No	\$1.3678	\$34.39		
5615	Fully Cooked Beef Patty	30.00	296.30	1.62	100154	BEEF COARSE GROUND FRZ CTN-60 LB	39.22	No	\$2.2270	\$87.34		

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

Certified by State Agency

PORK ITEMS
West Virginia
Bid
price/case
(Fee for
Service)

Part Code	Product Description	Net Weight Per Case	Servings Per Case	Net Weight per Serving	New WBSCM Item Code	New WBSCM Description	DF Inventory Drawdown per case	By Products Produced*	Value per pound of DF	Value of DF per case (G x I)	Effective Date	State Agency Acceptance/Approval <input type="checkbox"/> Check for quick approval
A	B	C	D	E			G	H	I	J	K	L
5615				OR	100155	BEEF FRESH BNLS COMBO-20/2000 LB	39.22	No	\$2.2695	\$89.01		
5617	Fully Cooked Pork Sausage Link	30.00	384.00	1.25	100193	PORK PICNIC BNLS FRZ CTN-60 LB	36.50	No	\$1.1298	\$41.24		
5617				OR	100173	PORK ROAST LEG FRZ CTN-32-40 LB	36.50	No	\$1.5536	\$56.71		
5617				OR	110138	PORK BNLS LEG ROASTS - BULK CTN-60 LB	36.50	No	\$1.3678	\$49.92		
5620	Beef Patty with Plum Fiber	30.00	195.92	2.45	100154	BEEF COARSE GROUND FRZ CTN-60 LB	36.53	No	\$2.2270	\$81.35		
5620				OR	100155	BEEF FRESH BNLS COMBO-20/2000 LB	36.53	No	\$2.2695	\$82.90		
5621	Pork Sausage Patties with Plum Fiber	30.00	384.00	1.25	100193	PORK PICNIC BNLS FRZ CTN-60 LB	38.11	No	\$1.1298	\$43.06		
5621				OR	100173	PORK ROAST LEG FRZ CTN-32-40 LB	38.11	No	\$1.5536	\$59.21		
5621				OR	110138	PORK BNLS LEG ROASTS - BULK CTN-60 LB	38.11	No	\$1.3678	\$52.13		
5622	Salisbury Steak Patty	30.00	224.30	2.14	100154	BEEF COARSE GROUND FRZ CTN-60 LB	22.94	No	\$2.2270	\$51.09		
5622				OR	100155	BEEF FRESH BNLS COMBO-20/2000 LB	22.94	No	\$2.2695	\$52.06		
5623	Fully Cooked Turkey Patties	30.00	177.78	2.70	100883	TURKEY THIGHS BNLS SKNLS CHILLED-BULK	23.40	No	\$1.2607	\$29.50		
5624	Fully Cooked Beef Grillin' Rib	30.00	192.77	2.49	100154	BEEF COARSE GROUND FRZ CTN-60 LB	26.03	No	\$2.2270	\$57.97		
5624				OR	100155	BEEF FRESH BNLS COMBO-20/2000 LB	26.03	No	\$2.2695	\$59.08		
5625	Fully Cooked Beef Patty	30.00	266.67	1.80	100154	BEEF COARSE GROUND FRZ CTN-60 LB	31.95	No	\$2.2270	\$71.15		
5625				OR	100155	BEEF FRESH BNLS COMBO-20/2000 LB	31.95	No	\$2.2695	\$72.51		
5629	Mesquite Beef Patty	30.00	221.20	2.17	100154	BEEF COARSE GROUND FRZ CTN-60 LB	21.18	No	\$2.2270	\$47.17		
5629					100155	BEEF FRESH BNLS COMBO-20/2000 LB	21.18	No	\$2.2695	\$48.07		
5630	Fully Cooked Beef Hoagie Patty	30.00	226.42	2.12	100154	BEEF COARSE GROUND FRZ CTN-60 LB	27.60	No	\$2.2270	\$61.47		
5630				OR	100155	BEEF FRESH BNLS COMBO-20/2000 LB	27.60	No	\$2.2695	\$62.64		
5631	Fully Cooked Meatloaf Slices	30.00	150.00	3.20	100154	BEEF COARSE GROUND FRZ CTN-60 LB	23.49	No	\$2.2270	\$52.31		
5631				OR	100155	BEEF FRESH BNLS COMBO-20/2000 LB	23.49	No	\$2.2695	\$53.31		
5632	Fully Cooked Salisbury Steak	30.00	172.66	2.78	100154	BEEF COARSE GROUND FRZ CTN-60 LB	24.74	No	\$2.2270	\$55.10		
5632				OR	100155	BEEF FRESH BNLS COMBO-20/2000 LB	24.74	No	\$2.2695	\$56.15		
5633	Fully Cooked Pork Split Italian Sausage Link	30.00	193.55	2.48	100193	PORK PICNIC BNLS FRZ CTN-60 LB	34.10	No	\$1.1298	\$38.53		
5633				OR	100173	PORK ROAST LEG FRZ CTN-32-40 LB	34.10	No	\$1.5536	\$52.98		
5633				OR	110138	PORK BNLS LEG ROASTS - BULK CTN-60 LB	34.10	No	\$1.3678	\$46.84		
5635	Fully Cooked Pork Breakfast Patty w/APP (1 pat=1M/MA)	30.00	366.41	1.31	100193	PORK PICNIC BNLS FRZ CTN-60 LB	23.54	No	\$1.1298	\$26.80		
5635				OR	100173	PORK ROAST LEG FRZ CTN-32-40 LB	23.54	No	\$1.5536	\$36.67		

PORK ITEMS
West Virginia
Bid
price/case
(Fee for
Service)

Part Code	Product Description	Net Weight Per Case	Servings Per Case	Net Weight per Serving	New WBS/CM Item Code	New WBS/CM Description	DF Inventory Drawdown per case	By Products Produced*	Value per pound of DF	Value of DF per case (G x I)	Effective Date	State Agency Acceptance/Approval <input type="checkbox"/> Check for quick approval
A	B	C	D	E			G	H	I	J	K	L
5635				OR	110138	PORK BNLS LEG ROASTS - BULK CTN-60 LB	23.54	No	\$1.3678	\$32.20		
5637	Fully Cooked Beef Patties with Mushrooms	30.00	195.12	2.46	110421	MUSHROOMS DICED FRZ IQF CTN-40 LB	8.81	No	\$1.1000	\$9.69		
5637	Fully Cooked Beef Patties with Mushrooms	30.00	195.12	2.46	100154	BEEF COARSE GROUND FRZ CTN-60 LB	22.74	No	\$2.2270	\$50.64		
5637				OR	100155	BEEF FRESH BNLS COMBO-20/2000 LB	22.74	No	\$2.2695	\$51.61		
5639	Beef Patty with Cherries	30.00	223.26	2.15	100235	CHERRIES RED TART PITTED FRZ CTN-30 LB	1.50	No	\$0.8372	\$1.26		
5639	Beef Patty with Cherries	30.00	223.26	2.15	100154	BEEF COARSE GROUND FRZ CTN-80 LB	25.23	No	\$2.2270	\$56.19		
5639				OR	100155	BEEF FRESH BNLS COMBO-20/2000 LB	25.23	No	\$2.2695	\$57.26		
5641	Fully Cooked Pork Breakfast Link w/APP (2 links=1 oz M/MA)	30.00	358.21	1.34	100193	PORK PICNIC BNLS FRZ CTN-80 LB	23.22	No	\$1.1298	\$28.23		
5641				OR	100173	PORK ROAST LEG FRZ CTN-32-40 LB	23.22	No	\$1.5536	\$36.07		
5641				OR	110138	PORK BNLS LEG ROASTS - BULK CTN-60 LB	23.22	No	\$1.3678	\$31.76		
5644	Fully Cooked Reduced Sodium Pork Patty	30.00	208.70	2.30	100193	PORK PICNIC BNLS FRZ CTN-60 LB	29.92	No	\$1.1298	\$33.80		
5645	Fully Cooked Meatloaf Slices	30.00	231.88	2.07	100154	BEEF COARSE GROUND FRZ CTN-60 LB	22.94	No	\$2.2270	\$51.09		
5645				OR	100155	BEEF FRESH BNLS COMBO-20/2000 LB	22.94	No	\$2.2695	\$52.06		
5646	Fully Cooked Pork Sausage Patty (1 patty = 1 M/MA)	30.00	384.00	1.25	100193	PORK PICNIC BNLS FRZ CTN-80 LB	34.92	No	\$1.1298	\$39.45		
5646				OR	100173	PORK ROAST LEG FRZ CTN-32-40 LB	34.92	No	\$1.5536	\$54.25		
5646				OR	110138	PORK BNLS LEG ROASTS - BULK CTN-60 LB	34.92	No	\$1.3678	\$47.78		
5649	Fully Cooked Enhanced Pork Sausage Patty	30.00	360.90	1.33	100193	PORK PICNIC BNLS FRZ CTN-60 LB	25.32	No	\$1.1298	\$28.61		
5649				OR	100173	PORK ROAST LEG FRZ CTN-32-40 LB	25.32	No	\$1.5536	\$39.34		
5649				OR	110138	PORK BNLS LEG ROASTS - BULK CTN-60 LB	25.32	No	\$1.3678	\$34.63		
5650	Fully Cooked Beef Patty	28.35	216.00	2.10	100154	BEEF COARSE GROUND FRZ CTN-60 LB	24.44	No	\$2.2270	\$54.43		
5650				OR	100155	BEEF FRESH BNLS COMBO-20/2000 LB	24.44	No	\$2.2695	\$55.47		
5653	Fully Cooked Enhanced Pork Sausage Link(2=1 M/MA)	30.00	352.94	1.36	100193	PORK PICNIC BNLS FRZ CTN-60 LB	25.32	No	\$1.1298	\$28.61		
5653				OR	100173	PORK ROAST LEG FRZ CTN-32-40 LB	25.32	No	\$1.5536	\$39.34		
5653				OR	110138	PORK BNLS LEG ROASTS - BULK CTN-60 LB	25.32	No	\$1.3678	\$34.63		
5654	Fully Cooked Jamaican-style Jerk Beef Patty	25.13	120.00	3.35	100154	BEEF COARSE GROUND FRZ CTN-60 LB	20.41	No	\$2.2270	\$45.45		
5654				OR	100155	BEEF FRESH BNLS COMBO-20/2000 LB	20.41	No	\$2.2695	\$46.32		
5655	Fully Cooked Beef Patty	30.00	200.00	2.40	100154	BEEF COARSE GROUND FRZ CTN-60 LB	31.14	No	\$2.2270	\$69.35		
5655				OR	100155	BEEF FRESH BNLS COMBO-20/2000 LB	31.14	No	\$2.2695	\$70.67		
5656	Fully Cooked Beef Patty with Black Beans	30.00	200.00	2.40	100154	BEEF COARSE GROUND FRZ CTN-60 LB	28.32	No	\$2.2270	\$63.07		
5656				OR	100155	BEEF FRESH BNLS COMBO-20/2000 LB	28.32	No	\$2.2695	\$64.27		

\$27.85/cs

\$27.79/cs

PORK ITEMS
West Virginia
Bid
price/case
(Fee for
Service)

Part Code	Product Description	Net Weight Per Case	Servings Per Case	Net Weight per Serving	New WBSM Item Code	New WBSM Description	DF Inventory Drawdown per case	By Products Produced*	Value per pound of DF	Value of DF per case (G x I)	Effective Date	State Agency Acceptance/Approval <input type="checkbox"/> Check for quick approval
A	B	C	D	E			G	H	I	J	K	L
5659	Fully Cooked Beef Patty	30.63	196.03	2.50	100154	BEEF COARSE GROUND FRZ CTN-60 LB	25.23	No	\$2.2270	\$56.19		
5659				OR	100155	BEEF FRESH BNLS COMBO-20/2000 LB	25.23	No	\$2.2695	\$57.26		
5660	Fully Cooked Beef Patty with Cherries	30.00	200.00	2.40	100237	CHERRIES FRZ IQF CTN-40 LB	3.41	No	\$0.9175	\$3.13		
5660	Fully Cooked Beef Patty with Cherries	30.00	200.00	2.40	100154	BEEF COARSE GROUND FRZ CTN-60 LB	38.14	No	\$2.2270	\$84.94		
5660				OR	100155	BEEF FRESH BNLS COMBO-20/2000 LB	38.14	No	\$2.2695	\$86.56		
5661	Fully Cooked Beef Patty	31.43	228.58	2.20	100154	BEEF COARSE GROUND FRZ CTN-60 LB	25.23	No	\$2.2270	\$56.19		
5661				OR	100155	BEEF FRESH BNLS COMBO-20/2000 LB	25.23	No	\$2.2695	\$57.26		
5662	Fully Cooked Beef Patty	30.00	160.00	3.00	100154	BEEF COARSE GROUND FRZ CTN-60 LB	25.23	No	\$2.2270	\$56.19		
5662				OR	100155	BEEF FRESH BNLS COMBO-20/2000 LB	25.23	No	\$2.2695	\$57.26		
5663	Fully Cooked Beef Patty	30.00	120.00	4.00	100154	BEEF COARSE GROUND FRZ CTN-60 LB	25.23	No	\$2.2270	\$56.19		
5663				OR	100155	BEEF FRESH BNLS COMBO-20/2000 LB	25.23	No	\$2.2695	\$57.26		
5664	Fully Cooked Mesquite Beef Patty	31.25	200.00	2.50	100154	BEEF COARSE GROUND FRZ CTN-60 LB	25.23	No	\$2.2270	\$56.19		
5664				OR	100155	BEEF FRESH BNLS COMBO-20/2000 LB	25.23	No	\$2.2695	\$57.26		
5665	Breakfast Beef Patty w/APP (1 Patties = 1 oz. M/MA)	30.00	372.09	1.29	100154	BEEF COARSE GROUND FRZ CTN-60 LB	24.01	No	\$2.2270	\$53.47		
5665				OR	100155	BEEF FRESH BNLS COMBO-20/2000 LB	24.01	No	\$2.2695	\$54.49		
5666	Fully Cooked Beef Sausage Patty	30.00	393.44	1.22	100154	BEEF COARSE GROUND FRZ CTN-60 LB	36.23	No	\$2.2270	\$80.68		
5666				OR	100155	BEEF FRESH BNLS COMBO-20/2000 LB	36.23	No	\$2.2695	\$82.22		
5667	Fully Cooked Onion Beef Patty	31.25	200.00	2.50	100154	BEEF COARSE GROUND FRZ CTN-60 LB	25.23	No	\$2.2270	\$56.19		
5667				OR	100155	BEEF FRESH BNLS COMBO-20/2000 LB	25.23	No	\$2.2695	\$57.26		
5668	Fully Cooked Premium Beef Patty	30.00	160.00	3.00	100154	BEEF COARSE GROUND FRZ CTN-60 LB	35.56	No	\$2.2270	\$79.19		
5668				OR	100155	BEEF FRESH BNLS COMBO-20/2000 LB	35.56	No	\$2.2695	\$80.70		
5669	Fully Cooked Mini Beef Patty	30.00	417.39	1.15	100154	BEEF COARSE GROUND FRZ CTN-60 LB	25.23	No	\$2.2270	\$56.19		
5669				OR	100155	BEEF FRESH BNLS COMBO-20/2000 LB	25.23	No	\$2.2695	\$57.26		
5670	Fully Cooked Premium Beef Patty	30.00	195.92	2.45	100154	BEEF COARSE GROUND FRZ CTN-60 LB	36.53	No	\$2.2270	\$81.35		
5670				OR	100155	BEEF FRESH BNLS COMBO-20/2000 LB	36.53	No	\$2.2695	\$82.90		
5671	Fully Cooked Beef Patties with Mushrooms	30.00	213.33	2.25	110421	MUSHROOMS DICED FRZ IQF CTN-40 LB	6.22	No	\$1.1000	\$6.84		
5671	Fully Cooked Beef Patties with Mushrooms	30.00	213.33	2.25	100154	BEEF COARSE GROUND FRZ CTN-60 LB	32.65	No	\$2.2270	\$72.71		
5671				OR	100155	BEEF FRESH BNLS COMBO-20/2000 LB	32.65	No	\$2.2695	\$74.10		
5672	Fully Cooked Beef Patties with Mushrooms	30.00	436.36	1.10	110421	MUSHROOMS DICED FRZ IQF CTN-40 LB	8.22	No	\$1.1000	\$6.84		

PORK ITEMS
West Virginia
Bid
price/case
(Fee for
Service)

Part Code	Product Description	Net Weight Per Case	Servings Per Case	Net Weight per Serving	New WBSCM Item Code	New WBSCM Description	DF Inventory Drawdown per case	By Products Produced*	Value per pound of DF	Value of DF per case (G x I)	Effective Date	State Agency Acceptance/Approval <input type="checkbox"/> Check for quick approval
A	B	C	D	E			G	H	I	J	K	L
5672		30.00	436.36	1.10	100154	BEEF COARSE GROUND FRZ CTN-60 LB	32.65	No	\$2.2270	\$72.71		
5672				OR	100155	BEEF FRESH BNLS COMBO-20/2000 LB	32.65	No	\$2.2695	\$74.10		
5673	Fully Cooked Jalapeno Pepperjack Beef Patty	30.00	200.00	2.40	100154	BEEF COARSE GROUND FRZ CTN-60 LB	23.80	No	\$2.2270	\$53.00		
5673				OR	100155	BEEF FRESH BNLS COMBO-20/2000 LB	23.80	No	\$2.2695	\$54.01		
5674	Fully Cooked Pork Sausage Patties (sandwich size)	30.00	380.90	1.33	100193	PORK PICNIC BNLS FRZ CTN-60 LB	25.32	No	\$1.1298	\$28.61		
5674				OR	100173	PORK ROAST LEG FRZ CTN-32-40 LB	25.32	No	\$1.5536	\$39.34		
5674				OR	110138	PORK BNLS LEG ROASTS - BULK CTN-60 LB	25.32	No	\$1.3678	\$34.63		
5675	Fully Cooked Beef Sausage Patties (sandwich size)	30.00	369.23	1.30	100154	BEEF COARSE GROUND FRZ CTN-60 LB	22.51	No	\$2.2270	\$50.13		
5675				OR	100155	BEEF FRESH BNLS COMBO-20/2000 LB	22.51	No	\$2.2695	\$51.09		
5676	Fully Cooked Mini Jalapeno Pepperjack Beef Patty	30.00	428.57	1.12	100154	BEEF COARSE GROUND FRZ CTN-60 LB	23.80	No	\$2.2270	\$53.00		
5676				OR	100155	BEEF FRESH BNLS COMBO-20/2000 LB	23.80	No	\$2.2695	\$54.01		
5677	Fully Cooked Beef Patties with Apples	30.00	218.18	2.20	100154	BEEF COARSE GROUND FRZ CTN-60 LB	24.63	No	\$2.2270	\$54.85		
5677				OR	100155	BEEF FRESH BNLS COMBO-20/2000 LB	24.63	No	\$2.2695	\$55.90		
5679	Fully Cooked Beef Patty	30.00	221.20	2.17	100154	BEEF COARSE GROUND FRZ CTN-60 LB	21.18	No	\$2.2270	\$47.17		
				OR	100155	BEEF FRESH BNLS COMBO-20/2000 LB	21.18	No	\$2.2695	\$48.07		
5681	Fully Cooked Turkey Sausage Patties	30.00	375.00	1.28	100883	TURKEY THIGHS BNLS SKNLS CHILLED-BULK	24.34	No	\$1.2607	\$30.69		
5682	Fully Cooked Beef Patty	30.36	216.00	2.25	100154	BEEF COARSE GROUND FRZ CTN-60 LB	30.29	No	\$2.2270	\$67.46		
5682				OR	100155	BEEF FRESH BNLS COMBO-20/2000 LB	30.29	No	\$2.2695	\$68.74		
5683	Fully Cooked Reduced Sodium Beef Patty	29.25	156.00	3.00	100154	BEEF COARSE GROUND FRZ CTN-60 LB	37.15	No	\$2.2270	\$82.73		
5683				OR	100155	BEEF FRESH BNLS COMBO-20/2000 LB	37.15	No	\$2.2695	\$84.31		
5685	Fully Cooked Turkey Sausage Patties	30.00	369.00	1.30	100883	TURKEY THIGHS BNLS SKNLS CHILLED-BULK	24.23	No	\$1.2607	\$30.55		
5687	Fully Cooked Premium Mesquite Beef Patty	30.00	195.92	2.45	100154	BEEF COARSE GROUND FRZ CTN-60 LB	37.25	No	\$2.2270	\$82.96		
5687				OR	100155	BEEF FRESH BNLS COMBO-20/2000 LB	37.25	No	\$2.2695	\$84.54		
5689	Premium Fully Cooked Beef Patty	30.00	403.36	1.19	100154	BEEF COARSE GROUND FRZ CTN-60 LB	37.56	No	\$2.2270	\$83.65		
5689				OR	100155	BEEF FRESH BNLS COMBO-20/2000 LB	37.56	No	\$2.2695	\$85.24		
5690	Fully Cooked Pork Rib Patty with BBQ Sauce	29.40	168.00	2.80	100193	PORK PICNIC BNLS FRZ CTN-60 LB	24.14	No	\$1.1298	\$27.27		
5690				OR	110138	PORK BNLS LEG ROASTS - BULK CTN-60 LB	24.14	No	\$1.3678	\$33.02		
5691	Fully Cooked Beef Rib Patty with BBQ Sauce	29.40	168.00	2.80	100154	BEEF COARSE GROUND FRZ CTN-60 LB	24.14	No	\$2.2270	\$53.76		
5691				OR	100155	BEEF FRESH BNLS COMBO-20/2000 LB	24.14	No	\$2.2695	\$54.79		

\$37.90/cs

Part Code	Product Description	Net Weight Per Case	Servings Per Case	Net Weight per Serving	New WBSCM Item Code	New WBSCM Description	DF Inventory Drawdown per case	By Products Produced*	Value per pound of DF	Value of DF per case (G x I)	Effective Date	State Agency Acceptance/Approval <input type="checkbox"/> Check for quick approval
A	B	C	D	E			G	H	I	J	K	L
5692	Fully Cooked Pork Rib Patty Finger with BBQ Sauce	30.00	171.43	2.80	100193	PORK PICNIC BNLS FRZ CTN-60 LB	25.88	No	\$1.1298	\$29.24		
5692				OR	100173	PORK ROAST LEG FRZ CTN-32-40 LB	25.88	No	\$1.5536	\$40.21		
5692				OR	110138	PORK BNLS LEG ROASTS - BULK CTN-60 LB	25.88	No	\$1.3678	\$35.40		
5693	Fully Cooked Beef Rib Patty Finger with BBQ Sauce	30.00	171.43	2.80	100154	BEEF COARSE GROUND FRZ CTN-60 LB	25.88	No	\$2.2270	\$57.63		
5693				OR	100155	BEEF FRESH BNLS COMBO-20/2000 LB	25.88	No	\$2.2695	\$58.73		
5694	Fully Cooked Breaded Pork Chop Shaped Patty - WGR	28.89	137.98	3.35	100193	PORK PICNIC BNLS FRZ CTN-60 LB	20.59	No	\$1.1298	\$23.26		
5694				OR	100173	PORK ROAST LEG FRZ CTN-32-40 LB	20.59	No	\$1.5536	\$31.99		
5694				OR	110138	PORK BNLS LEG ROASTS - BULK CTN-60 LB	20.59	No	\$1.3678	\$26.16		
5695	Fully Cooked Breaded Beef Patty - WGR	28.89	137.98	3.35	100154	BEEF COARSE GROUND FRZ CTN-60 LB	20.59	No	\$2.2270	\$45.85		
5695				OR	100155	BEEF FRESH BNLS COMBO-20/2000 LB	20.59	No	\$2.2695	\$46.73		
5696	Fully Cooked Breaded Beef Patty Finger - WGR	30.00	139.53	3.44	100154	BEEF COARSE GROUND FRZ CTN-60 LB	21.38	No	\$2.2270	\$47.61		
5696				OR	100155	BEEF FRESH BNLS COMBO-20/2000 LB	21.38	No	\$2.2695	\$48.52		
5697	Fully Cooked Breaded Pork Patty Finger	30.00	139.53	3.44	100193	PORK PICNIC BNLS FRZ CTN-60 LB	21.38	No	\$1.1298	\$24.16		
5697				OR	100173	PORK ROAST LEG FRZ CTN-32-40 LB	21.38	No	\$1.5536	\$33.22		
5697				OR	110138	PORK BNLS LEG ROASTS - BULK CTN-60 LB	21.38	No	\$1.3678	\$29.24		
5701	Spaghetti Sauce	30.00	136.36	3.52	100332	TOMATO PASTE FOR BULK PROCESSING	9.00	No	\$0.3619	\$3.26		
5703	Marinara Sauce	30.00	137.14	3.50	100332	TOMATO PASTE FOR BULK PROCESSING	9.00	No	\$0.3619	\$3.26		
5705	Cheese Sauce	30.00	263.74	1.82	110242	CHEESE NAT AMER FBD BARREL-500 LB(40800)	15.00	No	\$1.8301	\$27.45		
5705				OR	110254	CHEESE CHED YEL BLOCK-40 LB (40800)	15.00	No	\$1.8301	\$27.45		
5708	Jalapeno Cheese Sauce	30.00	263.74	1.82	110242	CHEESE NAT AMER FBD BARREL-500 LB(40800)	15.00	No	\$1.8301	\$27.45		
5708				OR	110254	CHEESE CHED YEL BLOCK-40 LB (40800)	15.00	No	\$1.8301	\$27.45		
5715	Reduced Fat Cheese Sauce	30.00	252.63	1.90	110242	CHEESE NAT AMER FBD BARREL-500 LB(40800)	8.10	No	\$1.8301	\$14.82		
5715				OR	110254	CHEESE CHED YEL BLOCK-40 LB (40800)	8.10	No	\$1.8301	\$14.82		
5718	Queso Blanco	30.00	240.00	2.00	110242	CHEESE NAT AMER FBD BARREL-500 LB(40800)	15.00	No	\$1.8301	\$27.45		
5718				OR	110254	CHEESE CHED YEL BLOCK-40 LB (40800)	15.00	No	\$1.8301	\$27.45		
5722	Alfredo Sauce	30.00	262.30	1.83	110242	CHEESE NAT AMER FBD BARREL-500 LB(40800)	8.11	No	\$1.8301	\$14.84		
5722				OR	110254	CHEESE CHED YEL BLOCK-40 LB (40800)	8.11	No	\$1.8301	\$14.84		
5723	Queso Dip	30.00	252.63	1.90	110242	CHEESE NAT AMER FBD BARREL-500 LB(40800)	8.10	No	\$1.8301	\$14.82		

PORK ITEMS
West Virginia
Bid
price/case
(Fee for
Service)

\$39.90/cs

PORK ITEMS
West Virginia
Bid
price/case
(Fee for
Service)

Part Code	Product Description	Net Weight Per Case	Servings Per Case	Net Weight per Serving	New WBS/CM Item Code	New WBS/CM Description	DF Inventory Drawdown per case	By Products Produced*	Value per pound of DF	Value of DF per case (G x I)	Effective Date	State Agency Acceptance/Approval <input type="checkbox"/> Check for quick approval
A	B	C	D	E			G	H	I	J	K	L
5723				OR	110254	CHEESE CHED YEL BLOCK-40 LB (40800)	8.10	No	\$1.8301	\$14.82		
5724	Reduced Fat Nacho Cheese Sauce	30.00	253.97	1.89	110242	CHEESE NAT AMER FBD BARREL-500 LB(40800)	8.10	No	\$1.8301	\$14.82		
5724				OR	110254	CHEESE CHED YEL BLOCK-40 LB (40800)	8.10	No	\$1.8301	\$14.82		
5725	Reduced Fat Queso Blanco Cheese Sauce	30.00	240.00	2.00	110242	CHEESE NAT AMER FBD BARREL-500 LB(40800)	11.10	No	\$1.8301	\$20.31		
5725				OR	110254	CHEESE CHED YEL BLOCK-40 LB (40800)	11.10	No	\$1.8301	\$20.31		
5752	Homestyle Reduced Fat Mac & Cheese Straight Noodle - WGR	15.00	40.00	6.00	110242	CHEESE NAT AMER FBD BARREL-500 LB(40800)	2.56	No	\$1.8301	\$4.69		
5752				OR	110254	CHEESE CHED YEL BLOCK-40 LB (40800)	2.56	No	\$1.8301	\$4.69		
5756	Homestyle Reduced Fat Mac & Cheese Whole Grain Elbow Noodle - WGR	30.00	80.00	6.00	110242	CHEESE NAT AMER FBD BARREL-500 LB(40800)	5.12	No	\$1.8301	\$9.37		
5756				OR	110254	CHEESE CHED YEL BLOCK-40 LB (40800)	5.12	No	\$1.8301	\$9.37		
5757	Homestyle Mac & Cheese Elbow Noodle	30.00	80.00	6.00	110242	CHEESE NAT AMER FBD BARREL-500 LB(40800)	7.20	No	\$1.8301	\$13.18		
5757				OR	110254	CHEESE CHED YEL BLOCK-40 LB (40800)	7.20	No	\$1.8301	\$13.18		
5758	Homestyle Reduced Fat Mac & Cheese Elbow Noodle	30.00	80.00	6.00	110242	CHEESE NAT AMER FBD BARREL-500 LB(40800)	5.08	No	\$1.8301	\$9.30		
5758				OR	110254	CHEESE CHED YEL BLOCK-40 LB (40800)	5.08	No	\$1.8301	\$9.30		
5759	Homestyle Mac & Cheese Straight Noodle	30.00	80.00	6.00	110242	CHEESE NAT AMER FBD BARREL-500 LB(40800)	7.20	No	\$1.8301	\$13.18		
5759				OR	110254	CHEESE CHED YEL BLOCK-40 LB (40800)	7.20	No	\$1.8301	\$13.18		
5761	Homestyle Reduced Fat Mac & Cheese Straight Noodle	30.00	80.00	6.00	110242	CHEESE NAT AMER FBD BARREL-500 LB(40800)	5.02	No	\$1.8301	\$9.19		
5761				OR	110254	CHEESE CHED YEL BLOCK-40 LB (40800)	5.02	No	\$1.8301	\$9.19		
5762	Homestyle Reduced Fat Mac & Cheese Elbow Noodle - WGR	15.00	40.00	6.00	110242	CHEESE NAT AMER FBD BARREL-500 LB(40800)	2.56	No	\$1.8301	\$4.69		
5762				OR	110254	CHEESE CHED YEL BLOCK-40 LB (40800)	2.56	No	\$1.8301	\$4.69		
5763	Homestyle Reduced Fat Mexi Mac & Cheese Large Elbow Noodle - WGR	30.00	80.00	6.00	110242	CHEESE NAT AMER FBD BARREL-500 LB(40800)	5.12	No	\$1.8301	\$9.37		
5763				OR	110254	CHEESE CHED YEL BLOCK-40 LB (40800)	5.12	No	\$1.8301	\$9.37		
5764	Homestyle Reduced Fat Cheddar Alfredo Penne Noodle - WGR	30.00	80.00	6.00	110242	CHEESE NAT AMER FBD BARREL-500 LB(40800)	5.12	No	\$1.8301	\$9.37		
5764				OR	110254	CHEESE CHED YEL BLOCK-40 LB (40800)	5.12	No	\$1.8301	\$9.37		
5765	Whole Grain Rich Mac & Cheese Straight Noodle	30.00	80.00	6.00	110242	CHEESE NAT AMER FBD BARREL-500 LB(40800)	5.12	No	\$1.8301	\$9.37		
5765				OR	110254	CHEESE CHED YEL BLOCK-40 LB (40800)	5.12	No	\$1.8301	\$9.37		
5767	Whole Grain Rich Mac & Cheese	30.00	80.00	6.00	110242	CHEESE NAT AMER FBD BARREL-500 LB(40800)	5.12	No	\$1.8301	\$9.37		

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

Certified by State Agency

PORK ITEMS
West Virginia
Bid
price/case
(Fee for
Service)

Part Code	Product Description	Net Weight Per Case	Servings Per Case	Net Weight per Serving	New WBS/C M Item Code	New WBS/C M Description	DF Inventory Drawdown per case	By Products Produced*	Value per pound of DF	Value of DF per case (G x I)	Effective Date	State Agency Acceptance/Approval <input type="checkbox"/> Check for quick approval
A	B	C	D	E			G	H	I	J	K	L
5767				OR	110254	CHEESE CHED YEL BLOCK-40 LB (40800)	5.12	No	\$1.8301	\$9.37		
5768	Homestyle Reduced Fat Whole Grain Rich Mac & Cheese Elbow Noodle	30.00	80.00	6.00	110242	CHEESE NAT AMER FBD BARREL-500 LB(40800)	7.20	No	\$1.8301	\$13.18		
5768				OR	110254	CHEESE CHED YEL BLOCK-40 LB (40800)	7.20	No	\$1.8301	\$13.18		
5769	Homestyle Reduced Fat Whole Grain Rich Mac & Cheese Straight Noodle	30.00	80.00	6.00	110242	CHEESE NAT AMER FBD BARREL-500 LB(40800)	7.20	No	\$1.8301	\$13.18		
5769				OR	110254	CHEESE CHED YEL BLOCK-40 LB (40800)	7.20	No	\$1.8301	\$13.18		
5770	Broccoli & Penne in Alfredo - WGR	30.00	80.00	6.00	110282	BROCCOLI FRZ PKG-6/5 LB	8.40	No	\$1.1688	\$9.82		
5770	Broccoli & Penne in Alfredo - WGR	30.00	80.00	6.00	110242	CHEESE NAT AMER FBD BARREL-500 LB(40800)	5.12	No	\$1.8301	\$9.37		
5770				OR	110254	CHEESE CHED YEL BLOCK-40 LB (40800)	5.12	No	\$1.8301	\$9.37		
5771	Pasta Primavera - WGR	30.00	80.00	6.00	110421	MUSHROOMS DICED FRZ IQF CTN-40 LB	1.80	No	\$1.1000	\$1.98		
5771	Pasta Primavera - WGR	30.00	80.00	6.00	110242	CHEESE NAT AMER FBD BARREL-500 LB(40800)	5.12	No	\$1.8301	\$9.37		
5771				OR	110254	CHEESE CHED YEL BLOCK-40 LB (40800)	5.12	No	\$1.8301	\$9.37		
5772	Fiesta Mac - WGR	30.00	80.00	6.00	110242	CHEESE NAT AMER FBD BARREL-500 LB(40800)	5.12	No	\$1.8301	\$9.37		
5772				OR	110254	CHEESE CHED YEL BLOCK-40 LB (40800)	5.12	No	\$1.8301	\$9.37		
5778	Whole Grain Rich Mac & Cheese Elbow Noodle	30.00	68.57	7.00	110242	CHEESE NAT AMER FBD BARREL-500 LB(40800)	6.01	No	\$1.8301	\$11.00		
5778					110254	CHEESE CHED YEL BLOCK-40 LB (40800)	6.01	No	\$1.8301	\$11.00		
5779	Whole Grain Rich Mac & Cheese Straight Noodle	30.00	68.57	7.00	110242	CHEESE NAT AMER FBD BARREL-500 LB(40800)	6.01	No	\$1.8301	\$11.00		
5779					110254	CHEESE CHED YEL BLOCK-40 LB (40800)	6.01	No	\$1.8301	\$11.00		
5801	Beef Sausage Biscuit - WGR	20.81	150.00	2.22	100154	BEEF COARSE GROUND FRZ CTN-60 LB	13.81	No	\$2.2270	\$30.75		
5801				OR	100155	BEEF FRESH BNLS COMBO-20/2000 LB	13.81	No	\$2.2695	\$31.34		
5802	Pork Sausage Biscuit - WGR	21.09	150.00	2.25	100193	PORK PICNIC BNLS FRZ CTN-60 LB	13.64	No	\$1.1296	\$15.41		
5802				OR	100173	PORK ROAST LEG FRZ CTN-32-40 LB	13.64	No	\$1.5536	\$21.19		
5802				OR	110138	PORK BNLS LEG ROASTS - BULK CTN-60 LB	13.64	No	\$1.3678	\$18.66		
5803	Twin Pack Cheeseburger - WGR	25.00	80.00	5.00	100154	BEEF COARSE GROUND FRZ CTN-60 LB	9.67	No	\$2.2270	\$21.54		
5803				OR	100155	BEEF FRESH BNLS COMBO-20/2000 LB	9.67	No	\$2.2695	\$21.95		
5804	Twin Pack Jalapeno Pepperjack Cheeseburgers - WGR	25.50	80.00	5.10	100154	BEEF COARSE GROUND FRZ CTN-60 LB	8.89	No	\$2.2270	\$19.80		
5804				OR	100155	BEEF FRESH BNLS COMBO-20/2000 LB	8.89	No	\$2.2695	\$20.18		

\$62.00/cs

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

Certified by State Agency

PORK ITEMS
West Virginia
Bid
price/case
(Fee for
Service)


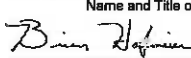
Part Code	Product Description	Net Weight Per Case	Servings Per Case	Net Weight per Serving	New WBSCM Item Code	New WBSCM Description	DF Inventory Drawdown per case	By Products Produced*	Value per pound of DF	Value of DF per case (G x I)	Effective Date	State Agency Acceptance/Approval <input type="checkbox"/> Check for quick approval
A	B	C	D	E			G	H	I	J	K	L
5813	Fully Cooked Seasoned Beef Steak	30.00	187.83	2.86	100154	BEEF COARSE GROUND FRZ CTN-60 LB	32.31	No	\$2.2270	\$71.95		
5813				OR	100155	BEEF FRESH BNLS COMBO-20/2000 LB	32.31	No	\$2.2695	\$73.33		
5814	Whole Grain English Muffin Sandwich with Beef Sausage Patty - WGR	16.10	80.00	3.22	100154	BEEF COARSE GROUND FRZ CTN-60 LB	5.88	No	\$2.2270	\$13.09		
5814				OR	100155	BEEF FRESH BNLS COMBO-20/2000 LB	5.88	No	\$2.2695	\$13.34		
5815	Whole Grain English Muffin Sandwich with Pork Sausage Patty - WGR	16.25	80.00	3.25	100193	PORK PICNIC BNLS FRZ CTN-60 LB	6.05	No	\$1.1298	\$6.84		
5815				OR	100173	PORK ROAST LEG FRZ CTN-32-40 LB	6.05	No	\$1.5536	\$9.40		
5815				OR	110138	PORK BNLS LEG ROASTS - BULK CTN-60 LB	6.05	No	\$1.3678	\$8.28		
5816	Whole Grain Maple Pancake Sandwich with Beef Sausage Patty - WGR	25.50	150.00	2.72	100154	BEEF COARSE GROUND FRZ CTN-60 LB	13.81	No	\$2.2270	\$30.75		
5816				OR	100155	BEEF FRESH BNLS COMBO-20/2000 LB	13.81	No	\$2.2695	\$31.34		
5817	Whole Grain Maple Pancake Sandwich with Pork Sausage Patty - WGR	25.79	150.00	2.75	100193	PORK PICNIC BNLS FRZ CTN-60 LB	13.64	No	\$1.1298	\$15.41		
5817				OR	100173	PORK ROAST LEG FRZ CTN-32-40 LB	13.64	No	\$1.5536	\$21.19		
5817				OR	110138	PORK BNLS LEG ROASTS - BULK CTN-60 LB	13.64	No	\$1.3678	\$18.66		
5818	Pork Sausage Patty on a Bun - WGR	22.96	150.00	2.45	100193	PORK PICNIC BNLS FRZ CTN-60 LB	13.64	No	\$1.1298	\$15.41		
5818				OR	100173	PORK ROAST LEG FRZ CTN-32-40 LB	13.64	No	\$1.5536	\$21.19		
5818				OR	110138	PORK BNLS LEG ROASTS - BULK CTN-60 LB	13.64	No	\$1.3678	\$18.66		
5819	Beef Sausage Patty on a Bun - WGR	22.68	150.00	2.42	100154	BEEF COARSE GROUND FRZ CTN-60 LB	13.81	No	\$2.2270	\$30.75		
5819				OR	100155	BEEF FRESH BNLS COMBO-20/2000 LB	13.81	No	\$2.2695	\$31.34		
5820	Turkey Sausage Patty WG English Muffin Sandwich - WGR	16.50	80.00	3.30	100883	TURKEY THIGHS BNLS SKNLS CHILLED-BULK	5.25	No	\$1.2607	\$6.62		
5821	Turkey Sausage Patty WG Maple Pancake Sandwich -WGR	26.25	150.00	2.80	100883	TURKEY THIGHS BNLS SKNLS CHILLED-BULK	9.84	No	\$1.2607	\$12.41		
5822	Turkey Sausage Patty Slider Bun Sandwich - WGR	21.56	150.00	2.30	100883	TURKEY THIGHS BNLS SKNLS CHILLED-BULK	9.84	No	\$1.2607	\$12.41		
5823	Turkey Sausage Patty Biscuit Sandwich - WGR	21.56	150.00	2.30	100883	TURKEY THIGHS BNLS SKNLS CHILLED-BULK	9.84	No	\$1.2607	\$12.41		
5824	Twin Pack Burger - WGR	22.50	80.00	4.50	100154	BEEF COARSE GROUND FRZ CTN-60 LB	8.89	No	\$2.2270	\$19.80		
5824				OR	100155	BEEF FRESH BNLS COMBO-20/2000 LB	8.89	No	\$2.2695	\$20.18		
5840	Fully Cooked Diced Seasoned Beef Tips	32.00	124.88	4.10	100156	BEEF BNLS SPECIAL TRM FRZ CTN-60 LB	26.95	No	\$2.8757	\$77.49		
5841	Fully Cooked Carne Guisada (Beef Stew)	32.00	112.28	4.56	100332	TOMATO PASTE FOR BULK PROCESSING	1.78	No	\$0.3619	\$0.64		
5841	Fully Cooked Carne Guisada (Beef Stew)	32.00	112.28	4.56	100156	BEEF BNLS SPECIAL TRM FRZ CTN-60 LB	24.25	No	\$2.8757	\$69.74		
5842	Fully Cooked Diced Seasoned Pork Roast	32.00	118.52	4.32	100173	PORK ROAST LEG FRZ CTN-32-40 LB	26.95	No	\$1.5536	\$41.87		
5842				OR	110138	PORK BNLS LEG ROASTS - BULK CTN-60 LB	26.95	No	\$1.3678	\$36.86		
5845	Fully Cooked Diced Pork in General TSO Sauce	32.00	111.30	4.60	100173	PORK ROAST LEG FRZ CTN-32-40 LB	25.26	No	\$1.5536	\$39.24		
5845				OR	110138	PORK BNLS LEG ROASTS - BULK CTN-60 LB	25.26	No	\$1.3678	\$34.55		

PORK ITEMS
West Virginia
Bid
price/case
(Fee for
Service)

Part Code	Product Description	Net Weight Per Case	Servings Per Case	Net Weight per Serving	New WBSM Item Code	New WBSM Description	DF Inventory Drawdown per case	By Products Produced*	Value per pound of DF	Value of DF per case (G x I)	Effective Date	State Agency Acceptance/Approval <input type="checkbox"/> Check for quick approval
A	B	C	D	E			G	H	I	J	K	L
5846	Diced Beef in Teriyaki	30.00	105.26	4.56	100156	BEEF BNLS SPECIAL TRM FRZ CTN-60 LB	22.74	No	\$2.8757	\$65.39		
5847	Chili Colorado with Diced Beef	30.00	80.40	5.97	100156	BEEF BNLS SPECIAL TRM FRZ CTN-60 LB	17.37	No	\$2.8757	\$49.95		
5848	Diced Beef in Sweet Chili Sauce	30.00	117.07	4.10	100156	BEEF BNLS SPECIAL TRM FRZ CTN-60 LB	25.26	No	\$2.8757	\$72.64		
5849	Chili Verde with Diced Pork	30.00	111.11	4.32	100173	PORK ROAST LEG FRZ CTN-32-40 LB	25.26	No	\$1.5536	\$39.24		
5849				OR	110138	PORK BNLS LEG ROASTS - BULK CTN-60 LB	25.26	No	\$1.3678	\$34.55		
5850	Beef Bitas in Teriyaki Sauce	30.00	160.54	2.99	100154	BEEF COARSE GROUND FRZ CTN-60 LB	23.63	No	\$2.2270	\$52.62		
5850				OR	100155	BEEF FRESH BNLS COMBO-20/2000 LB	23.63	No	\$2.2695	\$53.63		
5851	Cooked Beef Meatballs in Teriyaki Sauce	30.00	123.08	3.90	100154	BEEF COARSE GROUND FRZ CTN-60 LB	15.85	No	\$2.2270	\$35.30		
5851				OR	100155	BEEF FRESH BNLS COMBO-20/2000 LB	15.85	No	\$2.2695	\$35.97		
5853	Cooked Beef Meatballs in Marinara Sauce	30.00	123.08	3.90	100154	BEEF COARSE GROUND FRZ CTN-60 LB	15.85	No	\$2.2270	\$35.30		
5853				OR	100155	BEEF FRESH BNLS COMBO-20/2000 LB	15.85	No	\$2.2695	\$35.97		
5855	Cooked Pork Meatballs in Teriyaki Sauce - 4 MB = 2 Oz. M/MA	30.00	123.08	3.90	100193	PORK PICNIC BNLS FRZ CTN-60 LB	15.85	No	\$1.1298	\$17.91		
5855				OR	100173	PORK ROAST LEG FRZ CTN-32-40 LB	15.85	No	\$1.5536	\$24.62		
5855				OR	110138	PORK BNLS LEG ROASTS - BULK CTN-60 LB	15.85	No	\$1.3678	\$21.68		
5860	Diced Pork in Sweet Chili Sauce	30.00	111.11	4.32	110138	PORK BNLS LEG ROASTS - BULK CTN-60 LB	25.26	No	\$1.3678	\$34.55		
5860				OR	100173	PORK ROAST LEG FRZ CTN-32-40 LB	25.26	No	\$1.5536	\$39.24		
5861	Diced Pork in Teriyaki	30.00	105.26	4.56	110138	PORK BNLS LEG ROASTS - BULK CTN-60 LB	22.74	No	\$1.3678	\$31.10		
5861				OR	100173	PORK ROAST LEG FRZ CTN-32-40 LB	22.74	No	\$1.5536	\$35.33		
5866	Cooked Beef Crumble Mix, Braised beef	30.00	196.72	2.44	100154	BEEF COARSE GROUND FRZ CTN-60 LB	26.23	No	\$2.2270	\$58.41		
5866				OR	100155	BEEF FRESH BNLS COMBO-20/2000 LB	26.23	No	\$2.2695	\$59.53		
5869	Cooked Pork Crumble Mix, Braised Pork	30.00	196.72	2.44	100193	PORK PICNIC BNLS FRZ CTN-60 LB	26.50	No	\$1.1298	\$29.94		
5869				OR	100173	PORK ROAST LEG FRZ CTN-32-40 LB	26.50	No	\$1.5536	\$41.17		
5869				OR	110138	PORK BNLS LEG ROASTS - BULK CTN-60 LB	26.50	No	\$1.3678	\$36.25		
5872	Cooked Ground Beef	30.00	240.00	2.00	100154	BEEF COARSE GROUND FRZ CTN-60 LB	50.85	No	\$2.2270	\$113.24		
5872				OR	100155	BEEF FRESH BNLS COMBO-20/2000 LB	50.85	No	\$2.2695	\$115.40		
5874	Cooked Ground Beef Patty Mix	30.00	208.70	2.30	100154	BEEF COARSE GROUND FRZ CTN-60 LB	34.27	No	\$2.2270	\$76.32		
5874				OR	100155	BEEF FRESH BNLS COMBO-20/2000 LB	34.27	No	\$2.2695	\$77.78		
5875	Fully Cooked Turkey Crumbles	30.00	240.00	2.00	100883	TURKEY THIGHS BNLS SKNLS CHILLED-BULK	29.88	No	\$1.2607	\$37.67		
5876	Cooked Ground Beef Crumbles	30.00	240.00	2.00	100154	BEEF COARSE GROUND FRZ CTN-60 LB	25.53	No	\$2.2270	\$56.86		

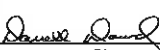
Information Certified as Accurate from Approved EPDS (requires signature from agency that approved EPDS)											Certified by State Agency		PORK ITEMS West Virginia Bid price/case (Fee for Service)
Part Code	Product Description	Net Weight Per Case	Servings Per Case	Net Weight per Serving	New WBS/CM Item Code	New WBS/CM Description	DF Inventory Drawdown per case	By Products Produced*	Value per pound of DF	Value of DF per case (G x I)	Effective Date	State Agency Acceptance/Approval <input type="checkbox"/> Check for quick approval	
A	B	C	D	E			G	H	I	J	K	L	
5876				OR	100155	BEEF FRESH BNLS COMBO-20/2000 LB	25.53	No	\$2.2695	\$57.94			
5877	Fully Cooked Diced IQF Pork Roast	30.00	240.00	2.00	100173	PORK ROAST LEG FRZ CTN-32-40 LB	69.77	No	\$1.5536	\$108.39			
5877				OR	110138	PORK BNLS LEG ROASTS - BULK CTN-60 LB	69.77	No	\$1.3678	\$95.43			
5878	Fully Cooked Turkey Crumbles	30.00	240.00	2.00	100883	TURKEY THIGHS BNLS SKNLS CHILLED-BULK	18.00	No	\$1.2607	\$22.69			
5879	Fully Cooked Diced IQF Beef Roast	30.00	240.00	2.00	100156	BEEF BNLS SPECIAL TRM FRZ CTN-60 LB	75.00	No	\$2.8757	\$215.88			
5880	Taco Seasoned Beef Crumbles	30.00	240.00	2.00	100154	BEEF COARSE GROUND FRZ CTN-60 LB	24.99	No	\$2.2270	\$55.65			
5880				OR	100155	BEEF FRESH BNLS COMBO-20/2000 LB	24.99	No	\$2.2695	\$56.71			
5881	Pepperoni Seasoned Beef Crumbles	30.00	240.00	2.00	100154	BEEF COARSE GROUND FRZ CTN-60 LB	24.44	No	\$2.2270	\$54.43			
5881				OR	100155	BEEF FRESH BNLS COMBO-20/2000 LB	24.44	No	\$2.2695	\$55.47			
5882	Fully Cooked Beef Crumbles	30.00	240.00	2.00	100154	BEEF COARSE GROUND FRZ CTN-60 LB	50.69	No	\$2.2270	\$112.89			
5882				OR	100155	BEEF FRESH BNLS COMBO-20/2000 LB	50.69	No	\$2.2695	\$115.04			
75150	Queso Blanco	20.00	154.22	2.075	110242	CHEESE NAT AMER FBD BARREL-500 LB(40800)	9.85	No	\$1.6301	\$17.66			
75150		20.00	154.22	OR	110254	CHEESE CHED YEL BLOCK-40 LB (40800)	9.85	No	\$1.8301	\$17.66			

PROCESSOR:

	
JTM Food Group Name of Company	
Brian Hofmeier, Director, School Food Service Name and Title of Authorized Representative	
	1/26/2015
Signature	Date Signed

USDA APPROVAL:

(not applicable for state summary)

USDA FNS FDD or Quality Assessment Division	
Name of Approving Agency	
Sherry Thackeray-Comm. Processing or Darrell Dowd Asst. National Supervisor Name and Title of Authorized Representative	
	1/26/2015
Signature	Date Signed

STATE AGENCY APPROVAL:

Name of Approving Agency	
Name and Title of Authorized Representative	
Signature	Date Signed

REFERENCES SHEET

Company: Ohio Department of Education

Address: 25 South Front St. 3rd Floor

City: Columbus

State & Zip Code: OH. 43215

Contact Name: Oji Ohajuruka

Phone Number: 614-387-2263

Company: State of West Virginia

Address: 2019 Washington Street East

City: Charleston

State & Zip Code: WV. 25305

Contact Name: Laura Hooper

Phone Number: 304-558-0094

Company: San Diego Unified School District

Address: 6735 Gifford Way

City: San Diego

State & Zip Code: CA. 92111

Contact Name: Eric Schoeppler

Phone Number: 858-827-7313



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/11/2015

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

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

PRODUCER W.P. Dolle, LLC 201 E. Fifth Street Suite 1000 Cincinnati OH 45202		CONTACT NAME: PHONE (A/C No. Ext): (513) 421-6515 E-MAIL ADDRESS: FAX (A/C No): (513) 421-0130																						
INSURED J T M Provisions Co Inc, J T M Food Group 200 Sales Dr. Harrison OH 45030		<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>The Charter Oak Fire Ins. Co.</td> <td>25615</td> </tr> <tr> <td>INSURER B:</td> <td>The Phoenix Ins. Co.</td> <td>25623</td> </tr> <tr> <td>INSURER C:</td> <td>St. Paul Fire & Marine</td> <td>24767</td> </tr> <tr> <td>INSURER D:</td> <td>Travelers P&C Co. of America</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	The Charter Oak Fire Ins. Co.	25615	INSURER B:	The Phoenix Ins. Co.	25623	INSURER C:	St. Paul Fire & Marine	24767	INSURER D:	Travelers P&C Co. of America		INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																						
INSURER A:	The Charter Oak Fire Ins. Co.	25615																						
INSURER B:	The Phoenix Ins. Co.	25623																						
INSURER C:	St. Paul Fire & Marine	24767																						
INSURER D:	Travelers P&C Co. of America																							
INSURER E:																								
INSURER F:																								

COVERAGES CERTIFICATE NUMBER: CL1531102915 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		Y-630-7C908081-COF-15	3/11/2015	3/11/2016	MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COM/POP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS		Y-840-7C908081-PHX-15	3/11/2015	3/11/2016	BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR					EACH OCCURRENCE \$ 15,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 15,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0		ZUP-15N33640-15	3/11/2015	3/11/2016	
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	YJ-UB-8C430761-15			E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Workers Compensation and Ohio Stop Gap	3/11/2015	3/11/2016	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

To Whom it May Concern

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

AUTHORIZED REPRESENTATIVE

Gerald Stricker/JAV 

SURETY BOND

NO. MS 5670311-08

KNOW ALL MEN BY THESE PRESENTS, that we, JTM Provisions Co., Inc., (Processor/Company) (hereinafter called the Principal) and GREAT AMERICAN INSURANCE COMPANY a corporation duly organized under the laws of the State of Ohio (hereinafter called the Surety), are held and firmly bound unto The United States Department of Agriculture Food and Nutrition Service, (hereinafter called the Oblige), in the amount of Twenty-Six Million One Hundred Twenty Thousand and 00/100 Dollars (\$26,120,000.00), lawful money of the United States, for payment of which well and truly to be made, we hereby bind ourselves and our heirs, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Oblige under this bond, is desirous of turning over to JTM Provisions Co., Inc., Processor Principal hereunder, certain unfinished USDA donated foods for the purpose of processing said foods in accordance with the National Master Processing Agreement made in writing with said food processor, which The U.S. Department of Agriculture, Food and Nutrition Service, National Master Processing Agreement is hereby made part of this bond as fully as if recited herein.

NOW THEREFORE, if the above bounden Principal Processor shall honestly and faithfully handle said donated foods and account for the same, and process, manufacture, package, and finish such foods according to the specification in said National Master Processing Agreement, and returns said finished product(s) to the eligible Recipient Agencies in satisfactory condition, keeping, and truly performing any other applicable covenants or conditions in said Agreement recited, then this obligation shall be void, otherwise to remain in full force and effect.

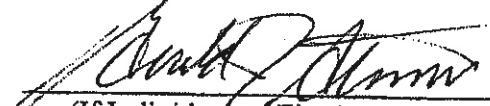
PROVIDED, HOWEVER, that if the Surety Performance of said Agreement is prevented, hindered or delayed by Force Majeure, such as fire, flood, hurricane, earthquake, Executive order of Government, war, civil commotion, strike, or similar cause beyond the control of the Surety, then the obligation under this bond shall be suspended to the extent that performance is prevented, hindered, or delayed thereby.

PROVIDED FURTHER, that the term of this bond shall be in effect from July 1, 2014 to June 30, 2015.

IN WITNESS THEREOF, the Principal and Surety have hereto set their hands and seals this 17th day of April, 2014.


REQUIRED SIGNATURES

WITNESS:



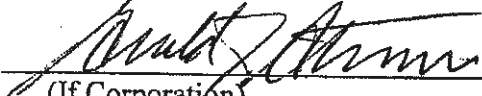
(If Individual or Firm)

JTM PROVISIONS CO., INC.
(Principal Name) (SEAL)



(Signature) (SEAL)

ATTEST:



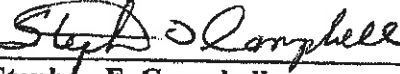
(If Corporation)



(Title) (SEAL)

GREAT AMERICAN INSURANCE CO.
(Surety Name) (SEAL)

April 17, 2014
(Date) (SEAL)

BY: 

Stephen F. Campbell
Attorney-in-Fact
W. P. Dolle LLC
201 E. Fifth Street, Suite 1000
Cincinnati, OH 45202

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than TWO

No. 0 20423

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof, provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
MARK T. RUMMLER	ALL OF	ALL
STEPHEN F. CAMPBELL	CINCINNATI, OHIO	\$100,000,000

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 7th day of August 2013
Attest GREAT AMERICAN INSURANCE COMPANY



Stephen F. Campbell
Assistant Secretary

David C. Kitchen
Divisional Senior Vice President

DAVID C. KITCHIN (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 7th day of August, 2013,

before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



KAREN L. GROSHEIM
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES 02-20-16

Karen L. Grosheim

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this _____ day of _____



Stephen C. Beraha
Assistant Secretary

NATIONAL MASTER PROCESSING AGREEMENT
STATE PARTICIPATION AGREEMENT
2014-2015 LETTER OF RENEWAL

In accordance with 7CFR Part 250.30(c)(1) of the Food Distribution Program Regulations, the State of West Virginia, Department of Agriculture, Food Distribution Program, agrees to extend State Participation Agreement AGR1236 for the processing of USDA Commodity Pork Products with JTM PROVISIONS (Processor). This renewal is subject to all terms and conditions set forth in the National Master Processing Agreement made by and between the U.S. Department of Agriculture, Food and Nutrition Service and Processor and State Participation Agreement AGR1236 made by and between the State of West Virginia, Department of Agriculture, Food Distribution Program, and Processor with the exception of the attached documents which supersede those previously in force. This renewal shall be in effect from September 1, 2014, through August 31, 2015.

APPROVED BY:

JTM PROVISIONS
PROCESSOR-NAME OF COMPANY

Carole Erb
SIGNATURE OF
AUTHORIZED REPRESENTATIVE

Carole Erb
PRINT OR TYPE NAME

School Business Operations
TITLE Director

2/27/14
DATE

WV Department of Agriculture
Food Distribution Program
STATE AGENCY

Darrell Carter
SIGNATURE OF
AUTHORIZED REPRESENTATIVE

Darrell Carter
PRINT OR TYPE NAME

Program Director
TITLE

4/16/14
DATE

NATIONAL PROCESSING AGREEMENT

Agreement is made by and between the United States Department of Agriculture (USDA), Food and Nutrition Service (FNS) and the following processing company (Processor):

Company Name	JTM Provisions Co., Inc.
Company Representative	Brian Hofmeier
Address	200 Sales Dr.
City, State, Zip Code	Harrison, OH 45030
Contact Person	Brian Hofmeier
Telephone	800-626-2308
Fax	513-367-3519
E-Mail	brianhofmeier@jtmfoodgroup.com

and is made with respect to the following facts:

USDA has made federally donated foods (DF) available to State Distributing Agencies (DA) for distribution to eligible Recipient Agencies (RA), using the DF identified on End Product Data Schedules (EPDS) and Summary End Product Data Schedules (SEPDS). Individual State DAs desiring the Processor's finished product have the option to participate in this Agreement for school years 2005-2006 and 2006-2007 by signing a State Participation Agreement (SPA) with the Processor.

The USDA is desirous of arranging with the Processor for the production of end product(s) as described on the USDA approved EPDS at the Processor's plant location(s) listed in Appendix 1.

This agreement is governed by the current and applicable sections of Title 7 Code of Federal Regulations, Parts 210 and 250, including any subsequent changes, and FDD Policy Memoranda.

The negotiation of this Agreement in no way constitutes a commitment that any DF will be shipped to the Processor. USDA cannot guarantee that any donated food will be available for processing. DF is made available depending upon the USDA's ability to purchase and acquire such item.

Processor will notify USDA of any change in material facts that might have bearing on this Agreement. An example might be a change in ownership or other such events.

In consideration of the terms and conditions contained within this Agreement, the parties agree as follows:

1. **AGREEMENT INTENT**

This Agreement sets forth obligations under which Processor may utilize DF to manufacture and deliver specified end product(s) to eligible RA to ensure the return of quantity, quality and value of such DF.

2. **CATEGORIES OF DONATED FOODS IN PROCESSING**

Processor shall adhere to the processing and handling procedures applicable to the category of DF to be processed under this Agreement as defined below:

A. Fully Substitutable Donated Foods - Such DF may be substituted, interchanged, or commingled in storage and production with a commercial food of the same generic identity and of equal or better quality. All donated foods, except beef, pork, and poultry, are fully substitutable.

The Processor must return to the DA or RA, 100% of the donated food in the finished end products. The manufacturing loss must be excluded when calculating the pounds of donated food actually contained in a case of end product. This is the 100-percent yield requirement.

- 1) Processor shall maintain documentation that the commercial food interchanged, commingled, or substituted for the DF is:
 - a. Of U.S. origin; and
 - b. Identical or superior to the DF specification.
- 2) The Processor may utilize substitutable DF in the manufacture of end product sold commercially, but shall not otherwise sell or dispose of the DF in bulk form. Should the Processor elect to utilize a commercial food in anticipation of replacement with DF, the DA or USDA cannot guarantee such replacement and assumes no liability for such replacement. The Processor enters negative inventory at his own risk.
- 3) The Processor must be able to demonstrate that purchases of commercial foods are sufficient to meet commercial production needs.
- 4) If use of concentrated skim milk to replace donated nonfat dry milk is approved by the USDA, the Processor must comply with 7CFR Part 250.30 (f)(3). Substitution with concentrated skim is prohibited for processing under FD-001: Nonfat Dry Milk Processing.

B. Limited Substitutable Donated Foods – 7 CFR 250.30(f) allows substitution of commercial bulk pack poultry parts for USDA donated bulk pack poultry and poultry parts with restrictions.

- 1) Limited substitution is an option available to processors, not a mandatory practice. Participation in limited substitution requires the processor to submit and obtain FNS and Agricultural Marketing Service (AMS) approval of a poultry substitution plan. The substitution plan may include the option to produce a Standard Yield.
- 2) Restrictions include, but are not limited to, prohibition against substituting for backhauled poultry commodity product and substitution of certain types of the same generic commodity.
- 3) Substitution of commercial poultry or poultry parts for the commodity poultry or poultry parts must be performed using poultry of U.S. origin that is equal or superior to the USDA processing poultry.
- 4) If a processor chooses not to adopt the limited substitution option for poultry, the processor shall meet all provisions stipulated for nonsubstitutable commodities.
- 5) Processor must be able to demonstrate that purchases of commercial foods are sufficient to meet commercial production needs.

Substitution may occur in advance of the actual receipt of DF. Should the Processor choose to use the substitution option prior to the DF being purchased by USDA, the Processor shall assume all risks. USDA, DA, and RA cannot guarantee replacement of commercial food utilized in anticipation of replacement with a DF and assumes no liability for such replacement. The Processor enters negative inventory at his own risk.

Any donated poultry not used in end products because of substitution shall only be used by the Processor at one of its facilities in other commercially processed products and cannot be sold as an intact unit. However, in lieu of processing the donated poultry, the Processor may use the commodity product to fulfill other USDA contracts awarded for delivery to another processor provided all terms of the other contract are met.

C. Nonsubstitutable Donated Foods - Donated beef or pork shall not be interchanged, commingled or substituted with a commercial food that could be used in place of the DF in the product formulation. Donated meat and poultry may be substituted with specific approval by USDA.

Processor shall store such nonsubstitutable DF apart from all commercial foods and process them apart from regular commercial production. Processor shall return all products produced above guaranteed minimum return on the EPDS. If actual yield falls below the guaranteed minimum return, the Processor shall make up the difference between actual and guaranteed minimum return by either:

- 1) Utilizing commercial food that is of U.S. origin and identical to or superior in every particular to the DF as evidenced by certification performed by or acceptable to the

applicable federal acceptance service to produce additional end product. A USDA certificate must be obtained to certify the quality of replacement meat and poultry; or

- 2) Reimbursing the RA or USDA the value of DF that would have been used to produce the end product.

3. PROCESSING ARRANGEMENTS

USDA will allow the use of any valid value-pass-through system listed below or in FDD Policy Memoranda. Individual State DA's will designate allowable value-pass-through system(s) that are valid for use in that State in the SPA for end products sold to eligible RA's. One or more systems may be allowed by the DA. USDA reserves the right to disallow continued use of a value pass-through system if poor performance is indicated.

Processor shall maintain delivery and/or billing invoices, refund applications, canceled checks or other documentation as applicable, to substantiate that proper value pass through occurred or proper fee for service was charged.

Arrangements for processing DF into various end products will be based on one of the following:

A. **Donated Food Value Pass-Through System**

The processing of DF is incorporated into the Processor's normal manner of business, including production, pricing, and delivery of the end product. The specific value of DF shall be established based on the designated USDA value. The Processor shall ensure that the full value of the DF contained in the end product shall be passed on to the eligible purchasing RA. The dollar pass-through value of DF contained in the end product shall be provided to the RA either by the USDA or the processor at the option of the USDA.

1) Direct Sales

a. **Discount System**

The Processor shall invoice the RA/DA at net case price which shall reflect a discount for the value of the DF. Only when end product has been delivered to the RA/DA or the RA's/DA designee may DF inventory be reduced.

b. **Refund System**

Processor shall invoice the RA at the commercial/gross price of the end product. Refunds that reflect the value of the DF contained in the end products shall be made to the RA upon proof of purchase. Refund payments shall be initiated or paid as follows:

- (1) RA shall submit a refund application to the Processor within 30 days from the end of the month of the date of delivery. RAs may submit refund

applications to the processor on a quarterly basis if the total refund due is \$25 or less during the quarter.

- (2) Within 30 days of the receipt of the refund application, Processor shall compute the amount and issue payment of refund directly to RA. Processors may issue payment of refunds on a quarterly basis if the total payment due to that RA is \$25 or less during the quarter. Sales cannot be reported and the inventory cannot be reduced until refunds are actually issued.
- (3) Copies of refund applications and payment to RAs shall be forwarded to appropriate DA by the Processor with the monthly performance report.
- (4) Processor may optionally accept refund applications by electronic submission through the Internet, e-mail, or by other electronic means. Processor must maintain documentation to support the electronic submission was received.

2) Indirect Sales

a. Discount System (Hybrid System)

The Processor shall sell to the distributor at the commercial/gross price. The distributor will invoice the RA at the net case price plus the distributor's markup. The net case price shall reflect a discount equal to the full value of DF established in this Agreement. The distributor shall apply for a refund or credit from the Processor for the full value of the DF. Sales verification is required for this pass-through system. (See Article 4)

b. Refund System

The Processor shall sell to the distributor at the commercial/gross price. The distributor will invoice the RA this price plus the distributor's markup. Refunds shall be made to the RA by the Processor that reflects the value of the DF contained in the end products upon receipt of refund application. Refund payment shall be initiated and paid the same as listed above in paragraph 1) b. 1 through 4.

3) Other Value Pass-Through Systems

Processors are permitted to use alternate value pass-through systems if approved by FNS. These systems must comply with the sales verification requirements outlined in 7 CFR 250.19 (b)(2) or alternate verification system as approved by FNS.

B. Fee-For-Service System

A "fee-for-service" system is a price by pound or by case representing a Processor's cost of ingredients (other than the DF), labor, packaging, overhead and other costs incurred in the conversion of the DF into the specified end product. A discount or refund per case is not established; consequently there is no credit for the value of DF. The net price is based on the charge per pound or per case for processed finished product. End products produced under fee-for-service agreements may be delivered and invoiced to RA in one of the following ways:

- 1) The Processor delivers the end products directly to the RA or RA's designee and bills the RA for the agreed upon fee for service.
- 2) Delivery is made by commercial distributors. Three options for arranging payment for end products are:
 - a. A dual billing system whereby the RA is billed by the Processor for the fee for service and the distributor bills the RA for storage and delivery of end products; or
 - b. Processor arranges for the delivery with a distributor for the RA. The Processor's invoice must include both processing fee and the distributor's charges as separate identifiable charges; or
 - c. Processor arranges for delivery and billing by a distributor in accordance with FD-025: Fee-For-Service Billing Methods Through a Distributor. Processor retains financial obligations for sales to ineligible recipients. The distributor never assumes this obligation as the processing Agreement is between the Processor and USDA.

4. PROCESSOR SALES VERIFICATION

If sales verification is delegated by the DA in the SPA for discount sales made by distributors the Processor shall verify sales conducted under the terms of Article 3.A.2. and 3.A.3. Verification shall include a statistically valid sample of reported sales in a manner which ensures a 95 percent confidence level. All sales reported during a specific period shall be verified at least semiannually.

The Processor shall verify that sales were made only to eligible RAs and that the value of DF was passed through to those RAs. Sales verification findings shall be reported as an attachment to the December and June State performance reports.

At the same time the sales verification report is submitted, the Processor shall submit to DA a corrective action plan designed to correct problems identified in the verification effort. If, after review, it is determined that the value of DF has not been passed on to the RAs or if the end products were improperly distributed Processor may be subject to a claim.

5. END PRODUCT DATA SCHEDULE

The USDA approved End Product Data Schedule (EPDS), Summary End Product Data Schedule (SEPDS), and instructions are an integral part of this Agreement. The Processor agrees to the effective date established by the USDA on the EPDS for the item(s) listed thereon. Once approved, EPDS are permanently approved until such time that the product is discontinued by the Processor, the formulation of the end product changes, or the Processor is advised to update a formulation based on CPA Audit results. By entering into this Agreement, the Processor agrees that all previous versions of EPDS are no longer valid and shall not be permitted to reduce inventory for any end products which were sold prior to the effective date so established.

If a CN label is obtained, the information on the EPDS must be based on the product formulation used by the Processor to obtain the label. For each end product on the approved EPDS the same formulation must be used to obtain the label, prepare the EPDS and manufacture the end products.

EPDS contain proprietary product formulations and shall not be distributed to DA's or RA's. In place of the EPDS, Processor will provide SEPDS to individual DAs with the SPA. The DA will designate specific commodities and end products that can be processed and sold to eligible recipients, and the effective date.

Specific details are contained in the EPDS instructions. The following information will be included:

- A. End product description
- B. Product formulation
- C. End product return

Specific details are contained in the SEPDS instructions. The following information will be included:

- A. End product description
- B. Pounds of DF contained in finished case
- C. Where applicable, the value of DF contained in each case

6. PACKAGING

Processor shall package all end products in accordance with acceptable standards within Processor's industry and in conformity with federal requirements which may be applicable during the period of this agreement. Damaged cases may be rejected at no cost to the USDA, DA, or RA.

7. LABELING

Processor shall label the end product container in accordance with applicable federal labeling requirements. In addition, Processor shall adhere to the following label requirements:

- A. Nonsubstitutable DF as defined in Article 2.C. shall have clearly shown on the exterior shipping container, and where practical the individual wrappings or containers within the exterior container, of end product the legend "Contains Commodities Donated by the United States (U.S.) Department of Agriculture. This product shall be sold only to eligible Recipient Agencies." This requirement may be changed at the option of the USDA.
- B. Processor shall obtain approval through procedures established by FNS in conjunction with the Food Safety Inspection Service (FSIS) and AMS of the USDA, and National Marine Fisheries Service of the U.S. Department of Commerce, or other applicable federal agency for all labels which make any claim with regard to an end product's contribution toward meal requirements of any Child Nutrition Program.
- C. Processor may be required to obtain a Child Nutrition (CN) label for all end products containing meat, poultry, fish or a meat alternate such as cheese or peanut butter.
- D. A nutritional analysis of finished products that contribute to the meal pattern must be provided to RA upon request.

8. QUALITY CONTROL (QC)

As an attachment to this Agreement, the Processor shall provide a written description of the Processor's QC system to the USDA. By signing this Agreement, the Processor assures that an effective QC system will be maintained for the duration of this Agreement.

- A. Processor shall transport DF picked up from DA or RA; receive, handle, store and deliver end product in a safe and sanitary manner and at the recommended temperature for the specific DF and end product covered by this Agreement.
- B. Processor, with the concurrence of USDA, may refuse to accept from the carrier for the account and disposition of the vendor or USDA any delivery of DF directly to the Processor's plant or to his authorized storage agent which does not meet the federal specifications under which it was purchased and shipped. Processor shall maintain a written plan for the receipt of donated foods to ensure that only wholesome food that complies with the Federal specifications is accepted for further processing.
- C. All end product produced under this Agreement shall be processed according to the health and sanitation standards for plant facilities and food processing established by the locality or state in which Processor's plant is located or by the applicable federal standards, whichever are higher.

D. At the option of USDA, samples may be pulled from delivered end product for laboratory testing. Processor shall pay costs of such tests only if product sample tested fails to meet either Agreement specifications or quality and wholesomeness standards.

E. Processor shall maintain end product batch identification in the event end product is rejected upon delivery. USDA, DA, or RA designate shall reject end product failing to meet Agreement specifications or wholesomeness standards and Processor shall be so notified. Processor shall be given fifteen days time from this notice of rejection to negotiate removal of rejected product and replacement by acceptable end product. If agreement is not reached, the USDA or purchasing RA/DA shall have the right to purchase the same or similar product on the open market at Processor's expense. If Processor is unable to arrange removal of rejected product within a reasonable time, USDA shall proceed to authorize removal and destruction at Processor's expense.

9. INSPECTION AND GRADING REQUIREMENTS FOR PROCESSING

The Processor shall be required to provide inspection and/or acceptance and certification as follows:

A. **Continuous Wholesomeness Inspection** - When donated meat or poultry products are processed or when commercial meat or poultry products are incorporated into an end product containing one or more DF, all processing shall be performed in plants under continuous inspection by FSIS personnel, or State meat and poultry inspection personnel in those states certified to have programs at least equal to the federal inspection program.

B. **Acceptance Service Grading** - All donated meat and poultry processing shall be performed under AMS acceptance service grading. FNS' minimum requirement is to verify nonsubstitution and nondiversion. Additional certification requirements may be requested as part of the EPDS. Under no circumstances shall Processor set up production runs for the purpose of circumventing this requirement.

- 1) The cost of this service shall be borne by the processor.
- 2) Exemptions in the use of acceptance service graders will be authorized by FNS on the basis of each order to be processed provided the Processor can demonstrate:
 - (a) That even with ample notification the Processor cannot secure the services of a grader;
 - (b) That the cost for a grader is unduly excessive, as determined per order by USDA, relative to the value of food being processed and that production runs cannot be combined or scheduled to enable prorating of the cost of services among the purchasers of end products; or

(c) That the documented urgency of the RA's need for the end product precludes the use of acceptance services

USDA reserves the right to verify Processor's claim for exemption.

- 3) Copies of all certification forms issued by AMS graders for donated meat or poultry processing shall be provided to DA with the monthly performance report.
- 4) At the option of USDA other DF may be required to be processed under the applicable federal acceptance service including the certification that a commercial food authorized to be substituted for a DF is identical or superior to the DF specifications.

10. PROCESSING OF DONATED MEAT AND POULTRY

Fabrication procedures, including quantities of all ingredients must be fully detailed and attached to the EPDS for all poultry end products. The procedures must be signed and dated by the Processor and USDA and provided to the AMS Grader.

A. **Bone Credit**- When providing a bone credit allowance for donated poultry, Processor must show in the procurement document between the processor and the recipient, the allowance as a percent of the total raw product provided. Also, the price per pound must be shown. Processor shall not salvage any edible portion of the bone credit product as mechanically deboned meat for Processor's own use or profit.

B. **Rework** - If rework from a batch of donated ground meat or poultry keeps a batch from yielding the guaranteed minimum yield, commercial meat or poultry of equal or better quality may replace that amount of domestic meat or poultry set aside as rework. Rework of that batch and each successive batch will then be included in the next batch sequence until such time as regular runs of donated meat or poultry ceases. Rework from that final batch will then be used by Processor in its own inventory as replacement for that commercial meat or poultry used in the first run. Records will be maintained verifying amount of rework in each batch, and rework of DF in last batch must not exceed the amount of commercial meat or poultry in first batch. Rework can be substituted in runs of similar products. Rework can be blended into the production run in accordance with requirements of FSIS. The AMS grader will record only the remaining rework. Processor may use one of the three Options listed below.

- 1) The rework may be returned to the RA for production in a frozen wholesome condition. The cartons must specify legible exterior markings identifying it as rework, the date processed, and the amount contained in each carton. Processor will pay shipping charges.
- 2) Rework may be incorporated into a future production lot for an identically formulated end product, provided that the rework derived from backhauled commodities is only commingled in the processing of other commodities obtained from backhauling. Any rework whether obtained from processing of direct shipments or backhauled

commodities, must be recorded on the grading certificate in such a manner that it is traceable to the production lot from which it was derived.

- 3) The rework may be paid for by the Processor based on the contract value of the commodity contained in the rework. Payment must be pro-rated and paid to RA.

C. **Guaranteed Minimum Return** – At the option of the USDA in cooperation with DA, for any shortage on end products using donated meat or poultry, Processor may pay for the value of the donated meat or poultry that would be needed to produce the number of cases of end product to meet the guaranteed minimum return. The payment is to be made to RA. A copy of the invoice substantiating the payment must be attached to the state monthly performance report. Condemned product cannot be considered part of the guaranteed yield and must be replaced with certified product or paid for.

Processor is permitted to credit the value of any remaining parts of poultry such as wings or other non-primal cuts against the cost of processing. However, the unused parts cannot be considered a part of the guaranteed minimum yield. The credit must be indicated on the EPDS and itemized on the invoice.

11. DONATED FOOD CONTAINERS

Processor shall return to the RA or DA for which the DF was processed, all funds received from the sale of DF containers minus any expenses incurred by the processor to effect the sale. Refund of such funds shall, at the option of USDA, be in the form of a cash payment or applied as credit. If credit is selected, it must be clearly identified on the invoice. If the containers are sold for commercial reuse, all USDA restrictive legends or markings shall be completely and permanently obliterated or removed by Processor prior to resale.

12. BY-PRODUCTS OF DONATED FOOD PROCESSING

Salvageable material, not utilized in the end products, that is produced or derived from manufacturing processes employed in the processing of DF, shall be disposed of in such a manner as to realize the greatest value possible for the material. Such material shall, with the concurrence of USDA, be handled as follows:

- A. The by-product, if agreeable to the RA for which the DF was processed, shall be accumulated and returned in sanitary and wholesome manner to RA; or
- B. At the option of USDA, Processor shall return to the DA or RA for which the DF was processed all funds received from the sale of salvageable by-product material minus any expenses incurred by the Processor to affect the sale. Return of such funds shall at the option of USDA be in the form of a cash payment or a reduction in the selling price of the end product based on the following:
- 1) The actual value received from the sale of the by-product by Processor;

2) The fair market value of the by-product at the time it is further processed or refined by Processor.

C. Special handling instructions and dispositions of any by-product shall be determined between the recipient and the processor

13. **TRANSFERS OF USDA DONATED FOODS**

Donated Foods (DF) may be transferred only between DAs or RAs with the concurrence of FNS if applicable. All transfers of DF shall be documented. Such documentation shall be maintained in accordance with Article 16.

14. **INVENTORY REDUCTIONS**

A. **Substitutable Donated Foods**

For all end products utilizing a substitutable DF the amount of DF actually contained in the end product as identified in the EPDS and SEPDS shall be the only basis for inventory reduction on the monthly performance report. The reduction in inventory can be shown only after the value of the DF has been passed through to RA/DA.

B. **Nonsubstitutable and Limited Substitutable Donated Foods**

For all end products utilizing nonsubstitutable DF inventory reductions to monthly performance reports shall be made based on the actual amount of DF used to produce the end product. The finished goods inventory may be reduced only upon delivery to eligible RA/DA or RA/DA designee.

Batch records, AMS grading certificates, and delivery documents shall be maintained as proof of the correct inventory reduction.

15. **PERFORMANCE REPORTING**

Processor shall submit monthly reports pertaining to performance under this Agreement to the appropriate DA and to FNS, postmarked or transmitted electronically no later than 30 days after the close of the reporting period. If no activity took place during the reporting month a performance report shall be submitted to reflect no activity. Negative inventory shall be reported on monthly reports i.e. negative inventory resulting from sales of end products containing substituted commercially purchased foods meeting the standards specified in Article 2. If sales are made using a refund system the sales cannot be reported and inventory cannot be reduced until a refund is actually issued.

Processors failing to submit monthly performance reports within the established time limits will be considered in noncompliance with this Agreement and this may result in Agreement termination by the USDA.

The USDA will monitor Processors to ensure that the quantity of DF on hand does not exceed a six-month supply based on the Processor's average monthly usage.

A) State Monthly Performance Reports

State Monthly Performance Reports shall be submitted to each State with which the Processors has a State Participation Agreement and in a form acceptable to the State. The State MPR shall include the following information:

1. DF inventory at the beginning of the reporting period;
2. Total quantity of DF received during the reporting period specifying the sources of such DF such as backhaul from a DA or RA, direct shipments arranged by a DA, and/or transfers into DAs or RAs account and year to date totals;
3. A list of RAs by name and code number (if applicable) and the quantity of each end product delivered to or purchased by the RA for the month being reported and for which the RA has received a discount or refund.
4. Total number of units/cases of approved end products by product code or brand name;
5. Total number of pounds of DF reduced from inventory and year to date totals;
6. DF inventory at the end of the reporting period; and
7. If sales verification on discount sales is delegated to the Processor findings shall be reported as an attachment the December and June performance reports.

B) National Monthly Performance Reports

The processor shall submit a summary of State Monthly Performance Reports to FNS which shows:

1. The total DF inventory by state and the national total at the beginning of the reporting period;
2. Total quantity of DF received by state during the reporting period and year to date totals; and the national total of DF received.
3. Total number of pounds of DF reduced from inventory and year to date totals, by state and national totals;

4. Total number of pounds finished inventory for nonsubstitutable foods;
5. DF inventory by state and national total at the end of the reporting period; and
6. A certification statement that sufficient DF is in inventory or on order to account for quantities needed for production of end products for this processing contract and that the Processor has on hand or on order adequate quantities of foods purchased commercially to meet the Processor's production requirements for commercial sales.

16. **ACCOUNTABILITY AND RECORDS**

Processor shall fully account for all DF delivered or carried forward from previous school year into its possession by the production and delivery of an appropriate number of end products specified in this Agreement to eligible RAs. Donated Food (DF) or the value thereof not so accounted for shall be the liability of the Processor. All records and documents to substantiate information provided on reports shall be maintained on file for a period of three years from the close of the federal fiscal year to which they pertain unless longer retention is required for resolution of an audit, litigation, or claim. Accountability records shall include but not be limited to the following:

A. **Production Records** - Processor is obligated to meet DF usage in production stated on the EPDS and shall be liable for shortages and overages between that stated usage per case of end product and the actual usage per case of end product. Production records shall include:

- 1) Daily or batch production records to substantiate actual DF or substituted commercial ingredient usage per case of end product. At a minimum such records shall consist of end product formulation or batch recipes; production dates, batch identification and/or periods of production; quantity of DF or substituted commercial food placed into production for the period; and quantity of end product produced during the same period of production.
- 2) Quality control records as required by Article 8, end product labeling and any in-plant quality control records used to assure proper formulation packaging net weight, bacteriological safety and other controls to assure end product quality and wholesomeness.
- 3) Grading certificates and reports for meat and poultry issued on incoming DF or substituted commercial food; during formulation and production of the end product; and on the outgoing end product by the applicable federal acceptance service.
- 4) Authorization letters from USDA waiving federal acceptance service requirements for a specific production run.

B. **Perpetual Inventory of Donated Food** - Processor shall maintain accurate and complete records with respect to receipt, usage, disposition, inventory of DF, load out check sheets, bills of

loading, signed delivery tickets, and any other shipping and receiving documents to substantiate receipt of delivery of DF or substituted commercial food in the end product to a DA, RA, or their authorized agent.

C. Other Records

- 1) Quality of Commercial Food. Refer to Article 2.A.1.
- 2) Documentation of Value Pass-through or Fee for Service. Refer to Article 3.
- 3) Processor Sales Verification. Refer to Article 4.
- 4) Transfers of DF. Refer to Article 13.
- 5) Performance Reports. Refer to Article 15.A.

17. AUDITS

A. CPA Audits

Processor is subject to the following audit requirements.

- 1) Processors which receive more than \$250,000 each year in DF, shall obtain an independent CPA audit for that year.
- 2) Processors which receive \$75,000 to \$250,000 in DF each year shall obtain an independent CPA audit every two years.
- 3) Those which receive less than \$75,000 in DF each year shall obtain an independent CPA audit every three years.

The costs of the audits including those costs associated with training shall be borne by the processors. All audit requirements are to be met as stipulated in Section 7 CFR Part 250.18. For audit purposes, the total value of the DF received shall be computed by adding the value of food received under all states commodity processing programs.

Noncompliance with this audit requirement shall render the Processor ineligible to renew or enter into another Agreement with any contracting agency until the required audit has been conducted and deficiencies corrected.

B. Right of Review and Audit

Representative of USDA and General Accounting Office shall have the right to inspect the DF and substituted commercial food in the possession of Processor; the facilities used in handling, storing, processing, and transporting; methods and procedures used by Processor and/or his agent in carrying out the requirements of this Agreement; and all records and substantiating documentation required by this Agreement, during Processor's normal working hours. When requested, Processor shall furnish such representatives with samples of end product taken from a production run for testing.

18. LIABILITY FOR DONATED FOODS

Processor shall be financially liable for the value of all DF in inventory. Any reduction in financial liability can only be accomplished by inventory reductions as permitted and documented under Articles 3, 13, 14, and 16.

A. Substitutable Donated Foods

Processor shall replace any unaccounted for, loss of, damage to, or improper use of, DF while in possession of the Processor with commercial food in compliance with Article 2.A.1.

Processor shall be liable for replacement or payment for any DF, whether it be book or physical inventory, in the event a claim is placed by the USDA.

B. Nonsubstitutable Donated Foods

The Processor shall be responsible for loss of, damage to, or improper use of DF prior to delivery to RA or RA's designee. Losses shall be promptly reported to USDA with a complete explanation of the circumstances. Any claim action for the DF shall be determined by USDA in cooperation with DA, if applicable. If claim is required, Processor shall, at option of USDA:

- 1) Replace the DF with an equal quantity of like in kind commercial food that is identical or superior to the DF specifications as required under Article 2.C.1.; or
- 2) Pay the DA or RA an amount equal to USDA's most recent per pound cost information on acquiring and delivering replacement food, relative to the time of the inability to account for loss of, damage to, or improper use of the DF, or the current per pound value established by this Agreement.

19. INVENTORY PROTECTION

Processor shall furnish to USDA a surety bond obtained only from a surety company listed in the Department of Treasury Circular 570, Surety Companies Acceptable on Federal Bonds, an irrevocable letter of credit, or an escrow account. Such bond, letter of credit, or escrow account shall be made payable to the USDA, Food and Nutrition Service. The bond shall guarantee that

the Processor shall faithfully account for, return, or pay for all of the DF received or carried forward, either as physical or book inventory, in accordance with this Agreement.

Inventory protection is required by the USDA prior to the delivery of DF to the processor. The minimum amount of the bond, letter of credit or escrow account (See Article 37), shall be determined by: value of the DF on hand and on order minus anticipated usage rate during the Agreement period. The bond shall remain in effect until all donated food is properly accounted for, paid for or returned in accordance with this Agreement. Liability for loss is provided in Article 18 of this Agreement.

20. AGREEMENT TERMINATION

This Agreement may be terminated immediately at the option of USDA for noncompliance of its terms and conditions by Processor or if any right in favor of USDA is threatened or jeopardized by Processor and/or his agent. This Agreement may be terminated by either party upon 30 days written notice to the other. Disposition of DF inventory, either physical or book, with Processor or payment of value thereof shall be based on the following:

A. When this Agreement is terminated or not renewed, the Processor at the option of USDA, in cooperation with applicable DA, regarding nonsubstitutable DF shall:

- 1) Return the DF to appropriate DA/RA; or
- 2) Pay the appropriate DA/RA an amount equal to USDA's most recent cost information on acquiring and delivering replacement food relative to the time of termination; or
- 3) Pay the USDA current per pound value established by this Agreement; or
- 4) Pay the Commodity Credit Corporation (CCC) unrestricted sales price.

B. When this Agreement is terminated or not renewed, the Processor at the option of USDA, in cooperation with applicable DA, regarding limited and fully substitutable DF shall:

- 1) Return the DF to the appropriate DA/RA at a destination designated by USDA at Processor's expense; or,
- 2) Replace the DF with commercial foods of identical or superior to quality as certified in accordance with Article 2 of this Agreement and deliver such foods to the appropriate DA/RA at a destination designated by USDA at Processor's expense; or,
- 3) Pay the appropriate DA/RA for the DF based on USDA's most recent cost information on acquiring and delivering replacement made relative to the time of termination; or,
- 4) Pay the appropriate DA/RA for the DF based on the current per pound value established by this Agreement; or,

- 5) When feasible and with the concurrence of USDA, transfer all DF inventory of USDA to a designated account; or,
- 6) Pay the CCC unrestricted sales price.

21. ASSIGNMENT/DELEGATION OF RESPONSIBILITIES

Processor shall not assign and/or delegate any of the duties and/or responsibilities to process DF under this Agreement to any party either by way of subcontract or any other arrangement without the prior written consent of USDA. If a subcontract is approved Processor remains responsible as prime contractor to ensure that DF is accounted for and processed according to the terms and conditions contained in this Agreement and is obligated to inform the subcontractor of these requirements. A subcontractor Agreement (Addendum No. 1) must be filled out for each contractor and included with this Agreement when submitted for approval.

22. SOURCES OF DONATED FOOD FOR PROCESSING

Processor may acquire DF for processing under this Agreement from one or more of the following sources:

- A. Direct shipment of DF to Processor's plant as ordered by USDA. Such orders should be mutually agreed upon between the Processor and USDA in consideration of inventory status and estimated deliveries of end product.
- B. Transfer from other States with which Processor has a SPA and as authorized by both the State and USDA.
- C. Backhaul from RA's and/or DA's inventory.

All quantities of DF and sources must be entered as DF received on the monthly performance report required in Article 15.A. of this Agreement. Approval of this Agreement by the USDA shall not obligate the USDA or DA to deliver DF for processing.

Processor must return, to the applicable DA, a warehouse and consignee receipt for each direct shipment of DF with the Monthly Performance Report. The FNS-57, O. S. & D report, if applicable, must also be filed at this time.

DAs will consult with Processor concerning the number of trucks to be shipped to Processor before any orders are placed with USDA.

23. DEMURRAGE AND DETENTION

Processor shall be responsible for all demurrage and detention charges on shipments of DF placed for unloading at Processor's plant that have been ordered for delivery as mutually agreed unless other payment arrangements have been mutually agreed upon between Processor and USDA. USDA should make every effort to ensure that Processor is notified of shipment of DF destined for Processor's plant as soon as possible to assist Processor in coordination of receiving purchasing production and unloading.

24. INDEMNITY/HOLD HARMLESS

Processor will indemnify and hold USDA and RA/DA free and harmless from any claims, damages, judgments, expenses, attorney's fees and compensations arising out of physical injury death and/or property damage sustained or alleged to have been sustained in whole or in part by any and all persons whatsoever as a result of or arising out of any act or omission of Processor his/her agents or employees or caused or resulting from any deleterious substance in any of the products produced from DF for which the Processor is responsible.

25. INSURANCE

Processor must maintain adequate coverage for all insurable losses.

26. ASSURANCE OF CIVIL RIGHTS COMPLIANCE AND EMPLOYMENT

Processor agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000 d et seq.) all provisions required by the implementing regulations of Department of Agriculture, Department of Justice Enforcement Guidelines, FNS directives and guidelines to the effect that no person on the grounds of race color national origin sex age or handicap shall be excluded from participation in be denied the benefits of or otherwise be subject to discrimination under any activity carried out under this Agreement. In addition the Processor agrees not to discriminate on the basis of race color national origin sex age or handicap among eligible RAs in the merchandising and sale of end products containing DF. This assurance is given in consideration of and for the purposes of obtaining permission to use federal property or interest in such property without consideration or at a nominal consideration. This assurance is binding on the Processor its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from FNS. Processor shall comply with all applicable federal State and local laws and regulations pertaining to wages, hours, and conditions of employment.

27. UNLAWFUL BENEFITS

No employees and/or agent(s) of any party to this Agreement, USDA's office or any RA for which processing under this Agreement has been approved, shall be admitted to or may accept any share or part of this Agreement or to any benefit that may arise therefrom.

28. AGREEMENT ENTIRETY

This document including the attachments contains the entire Agreement between the parties hereto relating to the matters covered hereunder. All prior negotiations, representations, understandings and/or stipulations are conclusively superseded hereby and no other agreement or promise made by any party hereto, or by any of their agent(s) that is not contained in this Agreement shall be binding or valid.

29. MODIFICATION/AMENDMENT OF AGREEMENT

This Agreement and the Subcontractor Agreement shall not be modified, amended, altered, or changed except by a written agreement signed by the parties hereto. If written agreement is obtained for changes in end product formulation, return of DF, or net case cost, Processor shall not implement changes until written approval is received from USDA.

30. SERVING OF NOTICES

Any notice, demand or communication under or in connection with this Agreement may be served upon the other party by personal service, or by mailing the same by registered or certified mail, postage prepaid and addressed to the designated representative of such party at the address set out in this Agreement. Any such notice or demand shall be deemed served at the time of personal service or within 48 hours after the posting of the notice in the United States mail. Either party may change such designated representatives or mailing address by written notification to the other party.

31. LEGAL RESOLUTION

Processor agrees that in performance of this Agreement to obey, abide, and comply with all applicable local, state, and federal laws and regulations. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

32. DISTRIBUTION OF COPIES

USDA and Processor shall retain a copy of the signed Agreement and Addendum for their records. Copies of the signed Agreement may be provided to any person upon request as public records under the applicable federal Freedom of Information laws. USDA will make the basic Agreement available on the FNS website for DAs to access and general information for interested parties.

33. ELIGIBLE RECIPIENT AGENCIES

Upon approval of this Agreement, the Processor shall obtain a State Participation Agreement (SPA) from the appropriate State DA or DAs where the processor plans to do business. DAs

signing a SPA will provide Processor with a listing of all eligible RAs with appropriate identification numbers, if applicable, and addresses. Processor can reduce inventory only on sales of approved end products to these eligible RAs.

34. DEBARMENT

Certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Subpart C. The regulations were published in the *Federal Register* November 26, 2003 at 6 FR 3266.

By signing this Agreement, the prospective lower tier participant (Processor) agrees it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

The Processor shall notify FNS immediately of the certification status changes.

35. RESERVED

36. PERIOD OF AGREEMENT

This Agreement shall become effective on July 1, 2006 and will remain in effect until terminated with written notice by either party.

37. AGREEMENT SPECIFIC PROCESSING ARRANGEMENTS

Processor shall designate the processing arrangements and generic donated foods to be used during the term of the Agreement (Refer to Articles 3 and 10). Check the following selected system. (More than one is allowable.)

- | | |
|---|---|
| <input checked="" type="checkbox"/> Full Substitution - Cheese | <input checked="" type="checkbox"/> 100% Yield |
| <input checked="" type="checkbox"/> Limited Substitution | <input type="checkbox"/> Standard Yield Option |
| <input checked="" type="checkbox"/> Nonsubstitution
(Turkey) | <input type="checkbox"/> Guaranteed Minimum Return |
| | <input checked="" type="checkbox"/> Guaranteed Return Demonstration |

Donated foods to be utilized in processing:

- | | |
|--|--|
| <input checked="" type="checkbox"/> Beef | <input checked="" type="checkbox"/> Cheese |
| <input checked="" type="checkbox"/> Pork | <input checked="" type="checkbox"/> Nonfat Dry Milk (as available) |
| <input type="checkbox"/> Chicken | <input checked="" type="checkbox"/> Fruits: A364 (as available) |
| <input checked="" type="checkbox"/> Turkey | <input checked="" type="checkbox"/> Vegetables: Tomato Products |
| <input type="checkbox"/> Eggs | <input type="checkbox"/> Oil |
| <input type="checkbox"/> Peanut | <input checked="" type="checkbox"/> Grain |

Processor shall furnish a performance and surety bond, Irrevocable Letter or Credit, or escrow account in the amount of \$5,000,000.00. If processor elects to supply an Irrevocable Letter of Credit, it must be a confirmed Irrevocable Letter of Credit in a United States Bank, the terms of which must be agreed to in advance by the USDA. Changes in the amount of inventory protection required during the duration of this Agreement will be attached as an Addendum.

38. AUTHORIZED PROCESSOR SIGNATURE

Agreement must be signed by Owner, Partner, or Corporate Officer duly authorized to sign contractual agreements. Disclosure of ownership of Processor shall be submitted if requested by USDA.

- Private Owned - The Owner must sign this Agreement.
- Partnership - A Partner must sign this Agreement.
- Corporation - A Corporate Officer must sign this Agreement.

If an employee other than these specified individuals signs this Agreement, a Power of Attorney indicating employee's authority must accompany this Agreement. All addenda to this Agreement shall be signed by the authorized individual who signed this Agreement except that the EPDS could be signed by his/her authorized designee.

In witness whereof, the Parties hereto have caused this Agreement to be signed by their respective agent.

APPROVED

DISAPPROVED

Cathie McCullough
 Cathie McCullough, Director
 Food Distribution Division
 Food and Nutrition Service, USDA

William A. Meier CFO
 William A. Meier
 CFO
 JTM Provisions Co., Inc.

2/24/06
 Date

1/23/06
 Date

Appendix 1: Processor Plant Locations

Plant Name & Number	Physical Address	Contact Person	Phone Number	Fax Number
JTM Provisions Co., Inc.	200 Sales Dr.	Brian Hofmeier	800-626-2308	513-367-3519