Part I A – Technical Proposal	
RFP Title:	USDA Foods Processing
RFP:	3237
Vendor Name:	AdvancePierre Foods
Address:	9987 Carver Rd. Cincinnati, Ohio 45242
Opening Date:	April 22, 2016
Opening Time:	2:00 PM

Tab I - Part I A, Technical Proposal

Tab II - Table of Contents

Tab III - Vendor Information Sheet 3

Tab IV – State Documents 4

A. Amendment 1, Signature Page 4

B. Attachment A, Confidentiality and Certification of Indemnification 5

C. Attachment C, Vendor Certifications 6

D. Attachment J, Certification Regarding Lobbying 7

E. Applicable Licensure 8

Tab V - Attachment B, Technical Proposal Certification of Compliance 9

Tab VI – Scope of Work 10

Tab VII – Company Background and References 19

Tab VIII – Proposed Staff Resume (Optional)

Tab IX – Other Informational Material 34

A. Certificate of Insurance as specified in Attachment E 34

B. Attachment L, State Participation Agreement 35

C. USDA National Processing Agreement 40

D. FSNS SQF Certificate 63

E. Summary End Product Data Schedule SEPDS 64

F. Attachment M, Child Nutrition Labels and Nutrition Fact Sheets 65

VENDOR INFORMATION SHEET FOR RFP 3237

Vendor Must:

A) Provide all requested information in the space provided next to each numbered question. The information provided in Sections V1 through V6 will be used for development of the contract;

B) Type or print responses; and

C) Include this Vendor Information Sheet in Tab III of the Technical Proposal.

V1	Company Name	AdvancePierre Foods, Inc.

V2	Street Address	9987 Carver Road, Suite 500

V3	City, State, ZIP	Cincinnati, Ohio 45242

V4	Telephone Number		
	Area Code: 513	Number: 682-7162	Extension: N/A

V5	Facsimile Number		
	Area Code: 513	Number: 353-7276	Extension: N/A

V6	Toll Free Number		
	Area Code: 800	Number: 969-2747	Extension: 15162

V7	***Contact Person for Questions / Contract Negotiations, including address if different than above***
	Name: Kathryn Wong
	Title: Commodity Representative
	Address: 9987 Carver Road, Suite 500, Cincinnati, Ohio 45242
	Email Address: kathryn.wong@advancepierre.com

V8	Telephone Number for Contact Person		
	Area Code: 513	Number: 682-7162	Extension: N/A

V9	Facsimile Number for Contact Person		
	Area Code: 513	Number: 353-7276	Extension: N/A

V10	***Name of Individual Authorized to Bind the Organization***	
	Name: Kathryn Wong	Title: Commodity Representative

V11	Signature ***(Individual must be legally authorized to bind the vendor per NRS 333.337)***	
	Signature:	Date: 4/15/2016

23. Does the SY16-17 SEPDS submitted need to be signed by the State of Nevada USDA?

No. The SEPDS submitted does not need to be signed by the Division.

24. Where (on what document) can a bidder state their minimum delivery requirements?

Vendor shall accept all terms and conditions or submit point-by-point exceptions along with proposed alternative or additional language for each point. The State may or may not consider any of the vendor's suggested revisions. Any changes or amendment to any of the terms and conditions shall occur only if the change is in the best interest of the State.

25. Per page 19 of the RFP, section 4.1.3, if the bidder is a manufacturer that is located outside of Nevada (all offices & facilities located outside of NV), is the bidder required to obtain a Nevada Business License?

Yes.

26. What kind of financial information and documentation (Section III) is required with our bid response? Is there a list of the type of information or documents required in this section? For example, do you need bank statements, net worth, etc?

Federal Tax ID and Dun and Bradstreet number.

ALL ELSE REMAINS THE SAME FOR RFP 3237.

Vendor must sign and return this amendment with proposal submitted.

Vendor Name: AdvancePierre Foods, Inc.

Authorized Signature:

Title: Commodity Representative Date: 4/15/2016

This document must be submitted in the "State Documents" section/tab of vendors' technical proposal.

ATTACHMENT A – CONFIDENTIALITY AND CERTIFICATION OF INDEMNIFICATION

Submitted proposals, which are marked "confidential" in their entirety, or those in which a significant portion of the submitted proposal is marked "confidential" **will not** be accepted by the State of Nevada. Pursuant to NRS 333.333, only specific parts of the proposal may be labeled a "trade secret" as defined in NRS 600A.030(5). All proposals are confidential until the contract is awarded; at which time, both successful and unsuccessful vendors' technical and cost proposals become public information.

In accordance with the Submittal Instructions of this RFP, vendors are requested to submit confidential information in separate binders marked "**Part I B Confidential Technical**" and "**Part III Confidential Financial**".

The State will not be responsible for any information contained within the proposal. Should vendors not comply with the labeling and packing requirements, proposals will be released as submitted. In the event a governing board acts as the final authority, there may be public discussion regarding the submitted proposals that will be in an open meeting format, the proposals will remain confidential.

By signing below, I understand it is my responsibility as the vendor to act in protection of the labeled information and agree to defend and indemnify the State of Nevada for honoring such designation. I duly realize failure to so act will constitute a complete waiver and all submitted information will become public information; additionally, failure to label any information that is released by the State shall constitute a complete waiver of any and all claims for damages caused by the release of the information.

This proposal contains Confidential Information, Trade Secrets and/or Proprietary information as defined in ***Section 2 "ACRONYMS/DEFINITIONS."***

Please initial the appropriate response in the boxes below and provide the justification for confidential status.

Part I B – Confidential Technical Information			
YES		NO	X
Justification for Confidential Status			

A Public Records CD has been included for the Technical and Cost Proposal			
YES	X	NO (See note below)	
Note: By marking "NO" for Public Record CD included, you are authorizing the State to use the "Master CD" for Public Records requests.			

Part III – Confidential Financial Information			
YES	X	NO	
Justification for Confidential Status			
Financial data			

AdvancePierre Foods, Inc.

Company Name

Signature

Kathryn Wong

Print Name

4/15/2016

Date

This document must be submitted in Tab IV of vendor's technical proposal

ATTACHMENT C – VENDOR CERTIFICATIONS

Vendor agrees and will comply with the following:

(1) Any and all prices that may be charged under the terms of the contract do not and will not violate any existing federal, State or municipal laws or regulations concerning discrimination and/or price fixing. The vendor agrees to indemnify, exonerate and hold the State harmless from liability for any such violation now and throughout the term of the contract.

(2) All proposed capabilities can be demonstrated by the vendor.

(3) The price(s) and amount of this proposal have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other contractor, vendor or potential vendor.

(4) All proposal terms, including prices, will remain in effect for a minimum of 180 days after the proposal due date. In the case of the awarded vendor, all proposal terms, including prices, will remain in effect throughout the contract negotiation process.

(5) No attempt has been made at any time to induce any firm or person to refrain from proposing or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal. All proposals must be made in good faith and without collusion.

(6) All conditions and provisions of this RFP are deemed to be accepted by the vendor and incorporated by reference in the proposal, except such conditions and provisions that the vendor expressly excludes in the proposal. Any exclusion must be in writing and included in the proposal at the time of submission.

(7) Each vendor must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict should be disclosed. By submitting a proposal in response to this RFP, vendors affirm that they have not given, nor intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of a vendor's proposal. An award will not be made where a conflict of interest exists. The State will determine whether a conflict of interest exists and whether it may reflect negatively on the State's selection of a vendor. The State reserves the right to disqualify any vendor on the grounds of actual or apparent conflict of interest.

(8) All employees assigned to the project are authorized to work in this country.

(9) The company has a written equal opportunity policy that does not discriminate in employment practices with regard to race, color, national origin, physical condition, creed, religion, age, sex, marital status, sexual orientation, developmental disability or handicap.

(10) The company has a written policy regarding compliance for maintaining a drug-free workplace.

(11) Vendor understands and acknowledges that the representations within their proposal are material and important, and will be relied on by the State in evaluation of the proposal. Any vendor misrepresentations shall be treated as fraudulent concealment from the State of the true facts relating to the proposal.

(12) Vendor must certify that any and all subcontractors comply with Sections 7, 8, 9, and 10, above.

(13) The proposal must be signed by the individual(s) legally authorized to bind the vendor per NRS 333.337.

AdvancePierre Foods, Inc.

Vendor Company Name

Vendor Signature

Kathryn Wong

Print Name

4/15/2016

Date

This document must be submitted in Tab IV of vendor's technical proposal

ATTACHMENT J – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

By: _____ 4/15/2016
Signature of Official Authorized to Sign Application — Date

For: AdvancePierre Foods, Inc.
Vendor Name

USDA Foods Processing
Project Title

This document must be submitted in Tab IV of vendor's technical proposal

Ohio | Department of Agriculture

STATE OF OHIO
DEPARTMENT OF AGRICULTURE
DIVISION OF FOOD SAFETY
REYNOLDSBURG, OH 43068

License No: FRO1498
ID No: 0921734
Audit Number: 2581

FROZEN FOOD ESTABLISHMENT LICENSE

This license is has been issued in accordance with the requirements of Chapter 915.16 of the Ohio Revised Code and is subject to revocation or suspension for cause and is not transferable

Issued: Nov 23, 2015

Expires: Nov 30, 2016

Mailing Address:

ADVANCE PIERRE FOODS INC

ATTN: BEN MILES QUALITY MGR
9990 PRINCETON GLENDALE RD
CINCINNATI OH 45246

Location Address:

ADVANCE PIERRE FOODS INC
9990 PRINCETON GLENDALE RD

CINCINNATI OH 45246

David T. Daniels
Director of Agriculture

ATTACHMENT B – TECHNICAL PROPOSAL CERTIFICATION OF COMPLIANCE WITH TERMS AND CONDITIONS OF RFP

I have read, understand and agree to comply with ***all*** the terms and conditions specified in this Request for Proposal.

YES X I agree to comply with the terms and conditions specified in this RFP.

NO _____ I do not agree to comply with the terms and conditions specified in this RFP.

If the exception and/or assumption require a change in the terms in any section of the RFP, the contract, or any incorporated documents, vendors ***must*** provide the specific language that is being proposed in the tables below. If vendors do not specify in detail any exceptions and/or assumptions at time of proposal submission, the State will not consider any additional exceptions and/or assumptions during negotiations.

AdvancePierre Foods, Inc.
Company Name

Signature

Kathryn Wong
Print Name

4/15/2016
Date

Vendors MUST use the following format. Attach additional sheets if necessary.

EXCEPTION SUMMARY FORM

EXCEPTION #	RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION (Complete detail regarding exceptions must be identified)

ASSUMPTION SUMMARY FORM

ASSUMPTION #	RFP SECTION NUMBER	RFP PAGE NUMBER	ASSUMPTION (Complete detail regarding assumptions must be identified)

This document must be submitted in Tab V of vendor's technical proposal

SECTION 3 - SCOPE OF WORK

3.1 BACKGROUND

3.1.1 The Nevada Department of Agriculture, Food and Nutrition Division, School Nutrition Services Unit, under the United States Department of Agriculture, administers the processing of USDA foods into processed end products for schools and eligible child care centers. The Nevada Department of Agriculture also operates the State's warehousing and distribution system for multiple USDA food programs. Nevada's Food and Nutrition Division operates in conjunction with three (3) warehousing locations: one Reno location in the north for both dry goods and cold storage and two Las Vegas locations in the south, one for dry goods and another for cold storage. The administrative office for Nevada's Food and Nutrition Division, School Nutrition Services Unit is located at the Nevada Department of Agriculture's Sparks headquarters.

3.1.2 USDA Food Shipments

3.1.2.1 USDA specified foods (raw product) shall be shipped to the awarded vendor's plant by USDA in truckload quantities;

3.1.2.2 USDA food received for processing by the processing plant shall be under the jurisdiction of the USDA plant inspector, who will verify the actual number of pounds received for the State;

3.1.2.3 Vendor shall accept USDA food whenever USDA foods are available;

AdvancePierre will accept USDA food whenever USDA foods are available.

3.1.2.4 Vendor will not charge the State of Nevada for the receipt and storage of these products;

AdvancePierre will not charge State of Nevada for receipt or storage of USDA products.

3.1.2.5 Vendor will follow all standard receiving practices (FNS Instruction 709-5 Revision 2) per USDA guidelines which can be found here http://www.fns.usda.gov/fdd/instructions-handbooks;

AdvancePierre will follow USDA guideline standards specified in FNS Instruction 709-5 Revision 2.

3.1.2.6 All equipment used in the performance of this contract shall be capable of performing at an effectiveness level in accordance with manufacturer's specifications and with all federal, state and local laws, rules and regulations governing such equipment; and

All trucks used in the delivery of the Product(s) shall meet all applicable federal, state and local food safety and sanitation requirements.

All AdvancePierre Foods plants have Steering Teams made up of management personnel and Global Food Safety Initiative (GFSI) subject-matter experts responsible for implementing programs. As a result

of this commitment, all AdvancePierre Foods plants are SQFI (Safe Quality Food Institute) Level 3 Certified, the highest possible accreditation globally for the production of wholesome, safe and quality foods. AdvancePierre uses equipment in compliance with manufacturers' specifications and in accordance with all applicable regulations and laws. Advance Pierre operates at the highest safety standards. Each manufacturing facility has prescribed sanitation procedures that meet and/or exceed the sanitation regulations in 9 Code of Federal Regulations, Part 416. The health of employees is addressed in the Good Manufacturing Practices (GMP) and is verified daily by the AdvancePierre Foods Quality Department. - See more at: http://www.advancepierre.com/About-Us/Quality-Control-and-Food-Safety.aspx#sthash.WZxOk2oE.dpuf

3.1.3 Packaging

3.1.3.1 All packaging and packing materials shall be new and clean, and shall not impart odors or flavors to the product. The State shall be the sole judge as to the acceptability of the packaging and packing materials. The vendor shall replace unacceptable product due to unacceptable packaging at its own expense;

AdvancePierre uses only new and clean packaging and is in agreement with this State of Nevada Policy.

3.1.3.2 Finished product to be packed in inner poly bags. Bags shall be securely closed. Metal wire ties, metal clips, paper-coated wire ties or staples shall not be used for sealing plastic-film bags;

AdvancePierre products are packed using securely closed inner poly bags. Metal wire ties, clips or staples are not used.

3.1.3.3 Finished product to be packed in carton with net weight being no more than forty (40) pounds;

Finished cartons or cases of AdvancePierre product do not exceed 40 pounds.

3.1.3.4 Boxes shall be corrugated, and have a one-piece, die-cut Regular Slotted Container (RSC) design. Fiberboard shall be testing not less than 200 pounds. No holes are permitted, unless finished processed product requires holes in the corrugation to aid rapid cooling. Staples shall not be used as a final case closure. Case closure shall be accomplished by taping, strapping or gluing. All boxes within the delivery unit of an individual Product shall be of a uniform size and weight and shall be stacked on pallets and wrapped as outlined below. Shipments shall be palletized deliveries and shall conform to the following:

Manufacturers standard 40" x 48" partial 4-way shipping pallets;

Maximum height: 7'6" (including pallet);

Maximum weight: 3200 pounds (including pallet);

Pallets are to be securely banded or shrink wrapped; and

The cost of pallets and palletizing shall be included in the unit price.

AdvancePierre will package your commodity products in accordance with these guidelines.

3.1.3.5 Recycled Containers: vendors are encouraged to offer products packaged in containers using recovered materials suitable for the intended use. By doing so, the vendor warrants the product(s) as at least functionally equivalent to the specifications. "Recovered material" is defined as post-consumer waste (any products generated by a business or consumer which have served their intended end use, and which have been separated or diverted from solid waste for the purpose of collection, recycling, and disposition) and "secondary waste" (industrial by-products and wastes generated after completion of a manufacturing process that would normally not be reused).

3.1.3.6 ALL products must have a date produced and best if used by date (calendar dates or Julian dating only, no other date coding is allowed) clearly visible on the outer packaging.

All products that AdvancePierre produces has a Julian production date and an expiration date on the label.

3.1.3.7 Each pallet may only contain one product.

AdvancePierre will pack pallets that only contain one product.

3.1.3.8 Printed, stamped and stenciled labeling and marking information on shipping containers shall be water-fast, non-smearing, of a contrasting color, clear and readable.

3.1.3.9 Each container shall have the required mandatory labeling: product name, vendor name, date produced/processed lot number, all ingredients, including seasonings, shall be listed in descending order by weight, CN Label if applicable.

3.1.3.10 The delivered product shall comply with all applicable Federal and State mandatory requirements and regulations relating to the preparation, packaging, labeling, storage, distribution and sales of the product within the commercial marketplace.

Advance Pierre will comply with all applicable Federal and State mandatory requirements and regulations relating to the preparation, packaging, labeling, ingredient labeling, CN Labeling, storage, distribution and sales of the product within the commercial marketplace.

3.1.4 Processing Procedures (Grading)

3.1.4.1 Beef must be certified by USDA's Agricultural Marketing Service (AMS) meat grader to ensure Option I certification – Non-substitution and non-diversion with metal detection only;

All commodity beef products are certified by USDA's Agricultural Marketing Service (AMS) meat grader to ensure Option I certification – Non-substitution and non-diversion with metal detection only at AdvancePierre.

3.1.4.2 Chicken shall be processed in accordance with USDA's Agricultural Marketing Service (AMS) most current full coverage regulation and/or policy memorandum for poultry grading;

3.1.4.3 Chicken bone, scrap and offal credit shall be reflected in the FOB price and the basis for the credit noted on ***Attachment M, End Product Data Schedule;*** and

3.1.4.4 Guaranteed Percentage/Cases of finished product or standard yields with a poultry substitution plan approved by the Agriculture Marketing Service (AMS) grading service will be acceptable by the State.

AdvancePierre products are standard yield.

3.1.5 Quantity of Products

3.1.5.1 Amounts specified are good faith usage estimates and the State shall not be (implied or otherwise) held to a definite quantity of product ordered for the duration of the contract;

3.1.5.2 The historical usage listed is approximation of the amount of raw product (USDA Food items listed) that has previously been sent to processors annually for the past two years;

3.1.5.3 USDA foods shall not be processed into finished products until orders are placed by the State and shall be delivered in no less than quarter truckload quantities; and

3.1.5.4 Orders will be placed twenty-one (21) working days prior to requested delivery date.

AdvancePierre understands the ordering needs of the State of Nevada and will make all necessary accommodations.

3.1.6 Product Delivery

The vendor(s) must deliver to all addresses listed below:

3.1.6.1 Nevada Department of Agriculture
Food Distribution Warehouse
2250 Barnett Way
Reno, NV 89512
(775) 684-1839
Delivery Appointment: 48 Hour Notice
Delivery Day/Time: Monday – Thursday, 7:00am -12:00pm

3.1.6.2 Washoe County School District
585 Spice Island Ct
Sparks, NV 89431
(775) 353-5930
Delivery Day/Time: Monday – Friday, 7:00am – 2:00pm

3.1.6.3 Las Vegas Cold Storage
1201 Searles Ave
Las Vegas, NV 89101
(702) 649-8002

Attn: Receiving
Delivery Appointment: Required, 48 Hour Notice

3.1.6.4 Clark County Food Service
6350 E Tropical Parkway
Las Vegas, NV 89115
(702) 799-8123, Ext. 214
Attn: Receiving
Delivery Appointment: Carrier must call before loading to receive a confirmation number from CCSD warehouse. Appointment is required.
Delivery Day/Time: Monday – Friday, 7:00am – 2:00pm

3.1.6.5 Nevada Department of Agriculture
Southern Headquarters
2300 St. Louis Ave
Las Vegas, NV 89104
Delivery Appointment: 48 Hour Notice
Delivery Day/Time: Monday – Thursday, 7:00am -12:00pm

AdvancePierre will deliver to these addresses.

3.1.7 Fee-for-Service

3.1.7.1 The vendor shall deliver the finished end products directly to the designated distribution point (Reno or Las Vegas) and bill the Nevada Department of Agriculture for the agreed-upon F.O.B proposal price.

3.1.7.2 The vendor shall not be paid for the value of the USDA food. The vendor is paid for the vendor's cost of ingredients, labor, packaging, overhead, delivery, and other costs incurred in the conversion of the USDA food into the specified finished end product as one unit price.

AdvancePierre is in agreement to the Fee-for-Service terms and conditions.

3.1.8 Shipping and Storage

3.1.8.1 Orders will be placed in no less than quarter truckload (five pallet) quantities;

3.1.8.2 Frozen products shall be stored in sub-zero degree temperatures;

3.1.8.3 Frozen product storage temperature will not be permitted to exceed 10 degrees F (-12.2 degrees C) during shipment to the distribution dock;

3.1.8.4 Refrigerated products shall be shipped and stored between 40 and 32 degrees F;

3.1.8.5 Refrigerated product storage temperature will not be permitted to exceed 40 degrees F during shipment to the distribution dock;

3.1.8.6 All products must be guaranteed to maintain quality for 6 months after being received by NDA, or recipient agency, if stored under appropriate conditions, including frozen products;

3.1.8.7 All trucks of finished end products delivered into the State of Nevada must be secured at all times prior to unloading with tamper-resistant, serially numbered, high-security seals. Seals shall be serially numbered, barrier-type and meet American Society for Testing and Materials Standard ISO 17712. Seals shall be 1/8th inch diameter cable, high-security bolt, or equivalent. The vendor must maintain a record of each seal number used per truck lot and less-than- truck lot (LTL) delivery unit. The vendor must ensure that the applicable seal identification number is on each bill of lading, shipment manifest, certificate, or delivery documents for each delivery destination;

3.1.8.8 The seals shall be used for all single and multi-stop shipments and placed on all doors, hatches, vents or other points of entry. In the case of multi-stop deliveries, the vendor shall provide a sufficient number of seals to ensure the conveyance is secured after each delivery destination. It is the responsibility of the vendor's agent (i.e. the truck driver) to seal the trailer after delivering each multi-stop shipment. The warehouse has no responsibility to inspect, document or otherwise support seal application on a multi-stop delivery; and

3.1.8.9 If load arrives with an incorrect seal, broken seal, incorrect seal documentation (seal number on paperwork and truck seal do not match, handwritten changes to documentation) or the load is unsealed, receiving warehouse(s) will follow the below process:

A. Immediately stop the receiving process of the inbound USDA Foods shipment. The warehouse will not unload the shipment;

B. Instruct the vendor's contracted agent (i.e. the truck driver) to remain at the warehouse facility while the division is contacted regarding the truck seal issue and for resolution;

C. The division will contact the vendor regarding the truck seal issue to obtain resolution from vendor; and

D. The vendor has the following options regarding the rejected load(s):

1. Vendor may have the load inspected by a USDA/AMS inspector. After inspection, the vendor will email the department an inspection certificate (Certificate of Loading, Condition of Container, or Certificate of Quality and Condition) prior to re-delivery of the shipment. Upon receipt of signed statement, the division will approve for re-delivery of load to warehouse on a sealed truck, following above seal requirements. It is the vendor's responsibility for determining location to move product to for inspection;

2. Return load to a processing facility, either owned or contracted by the vendor, and have vendor's quality control (QC) Manager/Supervisor review the load for quality and safety. QC Manager to provide the division with a signed statement indicating that the load has been inspected and is deemed wholesome and safe for human consumption. After receipt of signed statement, the division will approve the load to be re-delivered to warehouse on a sealed truck, following above seal requirements;

3. Return rejected load to processing facility and deliver a new load to the warehouse, on a sealed truck, following above seal requirements. If the vendor is sending a new shipment, the vendor must provide detailed lot-ID documentation to substantiate that a new load is being shipped;

4. Vendor will be unable to make a warehouse delivery appoint for re-delivery of product until the division has received required inspection paperwork and approved product for re-delivery;

5. If the finished end product load arrives after normal business hours (8:00 a.m. – 4:00 p.m. PST) and/or the receiving warehouse is unable to discuss with a division representative via telephone and/or email, the warehouse shall reject the load(s); and

6. The vendor is responsible for all costs (freight, inspection fees, etc.) associated with the rejected load(s).

AdvancePierre understands and accepts the State of Nevada's shipping and storage policy.

3.1.9 Issue Resolution

3.1.9.1 The division shall serve as the single point of contact for any problems/issues arising from the contract.

3.1.9.2 In the event federal regulations governing the NSLP or CACFP meal pattern requirements change significantly, nutritional requirements for the food items specified may change. In the event of such change,

product reformulations will be allowed pending approval of requested reformulations by the division.

3.1.9.3 In the event substandard product is identified by the division or recipient agencies the vendor will be notified within 10 days of the division identifying the problem or the recipient agency notifying the division of the problem. If the complaint is from a recipient agency, documentation of the problem will be required. Such documentation will be forwarded to the vendor. If the problem is identified by the division, documentation will be submitted to the vendor as well. The vendor must then respond to the division with a proposed solution to the problem within 10 days. If the identified problem cannot be resolved to the satisfaction of the division the contract will be terminated.

3.1.9.4 In the event a food item produced by a contracted vendor is discontinued, an equivalent substitution would be acceptable, pending NDA approval of the substitution and any requested pricing changes. The awarded vendor will be requested to submit a substitution product, if the submitted substitution does not meet taste or price criteria and is deemed to not be equivalent a secondary vendor may be awarded a contract for that item.

AdvancePierre understands and accepts the State of Nevada's issue resolution policy.

3.1.10 Site Inspection

3.1.10.1 Prior to final award of the contract, the division may conduct an onsite inspection of the processing facilities to affirm the ability of the awarded vendor to provide the services as required by this RFP. If an onsite inspection is conducted, the awarded vendor shall be notified by the division at least five (5) business days prior to the date of onsite inspection.

AdvancePierre understands and accepts the State of Nevada's site inspection policy.

3.1.11 Product Specifications – ***Attachment O, Food Group Listing***

3.1.11.1 One vendor will be awarded per food group.

3.1.11.2 For all products contributing towards a grain equivalent, all breading, buns or sliced bread or rice shall be whole grain-rich and meet the whole grain-rich criteria as defined in USDA Memo SP30-2012, dated April 26, 2012.

AdvancePierre products that contribute a grain equivalent meet the whole grain-rich criteria defined in USDA Memo SP30-2012 dated April 26, 2012.

3.1.12 Performance Reporting

3.1.12.1 The awarded vendor(s) is required to provide a monthly performance report for the duration of the contract to the division as a PDF or Excel spreadsheet which documents the monthly activity at the processing

plant. The content of the reporting is determined by USDA and is subject to change.

3.1.12.2 The awarded vendor(s) shall submit monthly performance reports pertaining to performance under the contract to the division, postmarked or transmitted electronically no later than 30 calendar days after the close of the reporting period (one month) for the duration of the contract. If no activity took place during the reporting month a performance report shall be submitted to reflect no activity.

3.1.12.3 Vendor(s) failing to submit monthly performance reports within the established time limits shall be considered in noncompliance with the contract and this may result in contract termination by the division.

3.1.12.4 The monthly performance reports shall include the following information:

A. USDA Foods inventory at the beginning of the reporting period;

B. Total quantity of USDA foods received during the reporting period;

C. Total number of units/cases of approved end products by product code or brand name;

D. Total number of pounds of USDA foods reduced from inventory and year to date totals; and

E. USDA foods inventory at the end of the reporting period.

AdvancePierre understands and accepts the State of Nevada's and the USDA Foods performance reporting policy.

SECTION 4 - COMPANY BACKGROUND AND REFERENCES

4.1 VENDOR INFORMATION

4.1.1 Vendors must provide a company profile in the table format below.

Question	Response
Company name:	AdvancePierre Foods, Inc.
Ownership (sole proprietor, partnership, etc.):	Corporation
State of incorporation:	Delaware
Date of incorporation:	11-29-2010
# of years in business:	70 years. Founded as Pierre Foods in 1946
List of top officers:	John Simons, President and CEO Mike Sims, CFO Jim Clough, President Foodservice Steve Booker, President Retail Tony Schroder, President Convenience George Chappelle, SVP Supply Chain Bill Theis, SVP Quality Bernie Panchot, SVP Research & Development
Location of company headquarters:	9987 Carver Road, Suite 500 Blue Ash, Ohio 45242
Location(s) of the company offices:	9987 Carver Road, Suite 500 Blue Ash, Ohio 45242 9990 Princeton Glendale Rd. Cincinnati, Ohio 45246
Location(s) of the office that will provide the services described in this RFP:	9987 Carver Road, Suite 500 Blue Ash, Ohio 45242
Number of employees locally with the expertise to support the requirements identified in this RFP:	963
Number of employees nationally with the expertise to support the requirements in this RFP:	4159
Location(s) from which employees will be assigned for this project:	Blue Ash, Ohio

4.1.2 **Please be advised**, pursuant to NRS 80.010, a corporation organized pursuant to the laws of another state must register with the State of Nevada, Secretary of State's Office as a foreign corporation before a contract can be executed between the State of Nevada and the awarded vendor, unless specifically exempted by NRS 80.015.

4.1.3 The selected vendor, prior to doing business in the State of Nevada, must be appropriately licensed by the State of Nevada, Secretary of State's Office

pursuant to NRS76. Information regarding the Nevada Business License can be located at http://nvsos.gov.

Question	Response
Nevada Business License Number:	NV20091345689
Legal Entity Name:	ADVANCEPIERREFOODS, INC

Is "Legal Entity Name" the same name as vendor is doing business as?

Yes	X	No	

If "No", provide explanation.

4.1.4 Vendors are cautioned that some services may contain licensing requirement(s). Vendors shall be proactive in verification of these requirements prior to proposal submittal. Proposals that do not contain the requisite licensure may be deemed non-responsive.

4.1.5 Has the vendor ever been engaged under contract by any State of Nevada agency?

Yes	X	No	

If "Yes", complete the following table for each State agency for whom the work was performed. Table can be duplicated for each contract being identified.

Question	Response
Name of State agency:	Nevada State Food Dist Program
State agency contact name:	Jenelle Gimlin
Dates when services were performed:	7/1/2009 to 6-30-2012
Type of duties performed:	USDA Foods Processing
Total dollar value of the contract:	$6,000,000.00

Question	Response
Name of State agency:	Nevada State Food Dist Program
State agency contact name:	Bernadette Demars
Dates when services were performed:	7/1/2012 to 6-30-2016
Type of duties performed:	USDA Foods Processing
Total dollar value of the contract:	$116,056.97 currently for SY16

4.1.6 Are you now or have you been within the last two (2) years an employee of the State of Nevada, or any of its agencies, departments, or divisions?

Yes		No	X

If "Yes", please explain when the employee is planning to render services, while on annual leave, compensatory time, or on their own time?

If you employ (a) any person who is a current employee of an agency of the State of Nevada, or (b) any person who has been an employee of an agency of the State of Nevada within the past two (2) years, and if such person will be performing or producing the services which you will be contracted to provide under this contract, you must disclose the identity of each such person in your response to this RFP, and specify the services that each person will be expected to perform.

4.1.7 Disclosure of any significant prior or ongoing contract failures, contract breaches, civil or criminal litigation in which the vendor has been alleged to be liable or held liable in a matter involving a contract with the State of Nevada or any other governmental entity. Any pending claim or litigation occurring within the past six (6) years which may adversely affect the vendor's ability to perform or fulfill its obligations if a contract is awarded as a result of this RFP must also be disclosed.

Does any of the above apply to your company?

Yes		No	X

If "Yes", please provide the following information. Table can be duplicated for each issue being identified.

Question	Response	
Date of alleged contract failure or breach:		
Parties involved:		
Description of the contract failure, contract breach, or litigation, including the products or services involved:		
Amount in controversy:		
Resolution or current status of the dispute:		
If the matter has resulted in a court case:	Court	Case Number
Status of the litigation:		

4.1.8 Vendors must review the insurance requirements specified in ***Attachment E, Insurance Schedule for RFP 3237.*** Does your organization currently have or will your organization be able to provide the insurance requirements as specified in ***Attachment E.***

Yes	X	No	

Any exceptions and/or assumptions to the insurance requirements ***must*** be identified on ***Attachment B, Technical Proposal Certification of Compliance with Terms and Conditions of RFP.*** Exceptions and/or assumptions will be taken into consideration as part of the evaluation process; however, vendors must be specific. If vendors do not specify any exceptions and/or assumptions at time of proposal submission, the State will not consider any additional exceptions and/or assumptions during negotiations.

Upon contract award, the successful vendor ***must*** provide the Certificate of Insurance identifying the coverages as specified in ***Attachment E, Insurance Schedule for RFP 3237.***

4.1.9 Please list states you have provided processed end products for NSLP/CACFP and the length of time you have provided processed end products. Limit response to no more than five (5) pages.

AdvancePierre Foods has been processing in the USDA Foods Program for more than thirty-four (34) years. We currently have State Participating Agreements with all the states listed below. Many of these states listed below we provided USDA processed end products with AdvancePierre Foods for the last 34 years.

STATE PARTICIPATING AGREEMENTS WITH ADVANCEPIERRE FOODS
ALASKA
ARIZONA
ARKANSAS
CALIFORNIA
COLORADO
CONNECTICUT
DELAWARE
FLORIDA
GEORGIA
IDAHO
ILLINOIS
INDIANA
IOWA
KENTUCKY
LOUISIANA
MARYLAND
MASSACHUSETTS
MICHIGAN
MINNESOTA
MISSIOURI

MONTANA
NEBRASKA
NEVADA
NEW JERSEY
NEW MEXICO
NEW YORK
NORTH CAROLINA
NORTH DAKOTA
OHIO
OKLAHOMA
OREGON
PENNSYLVANIA
SOUTH CAROLINA
SOUTH DAKOTA
TENNESSEE
TEXAS
UTAH
VIRGINIA
WASHINGTON
WISCONSIN
WYOMING

4.1.10 Length of time vendor has been providing services described in this RFP to the public and/or private sector. Please provide a brief description.

Since 1946 Samuel Dinerman "Pierre" founded Pierre Foods selling frozen food products. In 2010 Pierre Foods and Advance Food Company unite to become AdvancePierre Foods. AdvancePierre Foods is an industry leader in providing high quality menu items and unparalleled customer service to school foodservice directors across the nation. From proteins to individually wrapped sandwiches, we are dedicated to service our school customers a diverse line of products with superior taste and quality at great value.

4.1.11 Financial information and documentation to be included in Part III, Confidential Financial Information of vendor's response in accordance with Section 9.5, Part III – Confidential Financial Information.

Dun and Bradstreet Number

Federal Tax Identification Number

4.2 SUBCONTRACTOR INFORMATION

4.2.1 Does this proposal include the use of subcontractors?

Yes		No	X

If "Yes", vendor must:

4.2.1.1 Identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor will perform services.

4.2.1.2 If any tasks are to be completed by subcontractor(s), vendors must:

A. Describe the relevant contractual arrangements;

B. Describe how the work of any subcontractor(s) will be supervised, channels of communication will be maintained and compliance with contract terms assured; and

C. Describe your previous experience with subcontractor(s).

4.2.1.3 Vendors must describe the methodology, processes and tools utilized for:

A. Selecting and qualifying appropriate subcontractors for the project/contract;

B. Ensuring subcontractor compliance with the overall performance objectives for the project;

C. Ensuring that subcontractor deliverables meet the quality objectives of the project/contract; and

D. Providing proof of payment to any subcontractor(s) used for this project/contract, if requested by the State. Proposal should include a plan by which, at the State's request, the State will be notified of such payments.

4.2.1.4 Provide the same information for any proposed subcontractors as requested in ***Section 4.1, Vendor Information***.

4.2.1.5 Business references as specified in ***Section 4.3, Business References*** must be provided for any proposed subcontractors.

4.2.1.6 Vendor shall not allow any subcontractor to commence work until all insurance required of the subcontractor is provided to the vendor.

4.2.1.7 Vendor must notify the using agency of the intended use of any subcontractors not identified within their original proposal and provide the information originally requested in the RFP in ***Section 4.2, Subcontractor Information***. The vendor must receive agency approval prior to subcontractor commencing work.

4.3 BUSINESS REFERENCES

4.3.1 Vendors should provide a minimum of three (3) business references from similar projects performed for private, state and/or large local government clients within the last three (3) years. Vendors must have at least one (1) year of experience in providing processed end products using USDA Foods.

4.3.1.1 Vendors must provide the following information for ***every*** business reference provided by the vendor and/or subcontractor:

The "Company Name" must be the name of the proposing vendor or the vendor's proposed subcontractor.

Reference #:	1		
Company Name:	State of WA Child Nutrition Services		
Identify role company will have for this RFP project (Check appropriate role below):			
X	***VENDOR***		***SUBCONTRACTOR***
Project Name:	USDA COMMODITY PROCESSING		
Primary Contact Information			
Name:		Jim Hemmen, SNS	
Street Address:		PO Box 47211	
City, State, Zip:		Olympia, WA 98504-7200	
Phone, including area code:		360-725-6209	
Facsimile, including area code:		360-664-0570	
Email address:		Jim.hemmen@k12.wa.us	
Alternate Contact Information			
Name:			
Street Address:			
City, State, Zip:			
Phone, including area code:			
Facsimile, including area code:			
Email address:			
Project Information			
Brief description of the project/contract and description of services performed, including technical environment (i.e., software applications, data communications, etc.) if applicable:		USDA Foods Processing	
Original Project/Contract Start Date:		7/1/2015	
Original Project/Contract End Date:		6/30/2016	
Original Project/Contract Value:		$1,227,972.67 as of 4/18/16	
Final Project/Contract Date:		6/30/2016	
Was project/contract completed in time originally allotted, and if not, why not?		Yes. Ongoing.	
Was project/contract completed within or under the original budget/ cost proposal, and if not, why not?		Yes. Ongoing.	

Reference #:	2		
Company Name:	Depew Union Free School District		
Identify role company will have for this RFP project (Check appropriate role below):			
X	***VENDOR***		***SUBCONTRACTOR***
Project Name:	USDA COMMODITY PROCESSING		
Primary Contact Information			
Name:		Barbara Albi	
Street Address:		1780 Como Park	
City, State, Zip:		Depew, NY 14043	
Phone, including area code:		716-686-5009	
Facsimile, including area code:		716-686-5030	
Email address:		balbi@depew.wnyric.org	
Alternate Contact Information			
Name:			
Street Address:			
City, State, Zip:			
Phone, including area code:			
Facsimile, including area code:			
Email address:			
Project Information			
Brief description of the project/contract and description of services performed, including technical environment (i.e., software applications, data communications, etc.) if applicable:		USDA Foods Processing	
Original Project/Contract Start Date:		7/1/2015	
Original Project/Contract End Date:		6/30/2016	
Original Project/Contract Value:		$4,960.93 as of 4/18/2016	
Final Project/Contract Date:		6/30/2016	
Was project/contract completed in time originally allotted, and if not, why not?		Yes. Ongoing.	
Was project/contract completed within or under the original budget/ cost proposal, and if not, why not?		Yes. Ongoing.	

Reference #:	3		
Company Name:	Albuquerque Public Schools		
Identify role company will have for this RFP project (Check appropriate role below):			
X	***VENDOR***		***SUBCONTRACTOR***
Project Name:	USDA COMMODITY PROCESSING		
Primary Contact Information			
Name:		Sandra Kemp BS, SNS	
Street Address:		800 Louisiana Blvd. NE	
City, State, Zip:		Albuquerque, NM 87108	
Phone, including area code:		505-345-5661	
Facsimile, including area code:		505-344-1017	
Email address:		Kemp_s@aps.edu	
Alternate Contact Information			
Name:			
Street Address:			
City, State, Zip:			
Phone, including area code:			
Facsimile, including area code:			
Email address:			
Project Information			
Brief description of the project/contract and description of services performed, including technical environment (i.e., software applications, data communications, etc.) if applicable:		USDA Foods Processing	
Original Project/Contract Start Date:		7/1/2015	
Original Project/Contract End Date:		6/30/2016	
Original Project/Contract Value:		$272,710.00 as of 4/18/2016	
Final Project/Contract Date:		6/30/2016	
Was project/contract completed in time originally allotted, and if not, why not?		Yes. Ongoing.	
Was project/contract completed within or under the original budget/ cost proposal, and if not, why not?		Yes. Ongoing.	

Reference #:	4		
Company Name:	Miami-Dade County Schools		
Identify role company will have for this RFP project (Check appropriate role below):			
X	***VENDOR***		***SUBCONTRACTOR***
Project Name:	USDA COMMODITY PROCESSING		
Primary Contact Information			
Name:		Susan Rothstein	
Street Address:		7042 West Flagler St.	
City, State, Zip:		Miami, FL 33144	
Phone, including area code:		786-275-0446	
Facsimile, including area code:		786-275-0490	
Email address:		srothstein@dadeschools.net	
Alternate Contact Information			
Name:			
Street Address:			
City, State, Zip:			
Phone, including area code:			
Facsimile, including area code:			
Email address:			
Project Information			
Brief description of the project/contract and description of services performed, including technical environment (i.e., software applications, data communications, etc.) if applicable:		USDA Foods Processing	
Original Project/Contract Start Date:		7/1/2015	
Original Project/Contract End Date:		6/30/2016	
Original Project/Contract Value:		$2,122,286.86 as of 4/18/2016	
Final Project/Contract Date:		6/30/2016	
Was project/contract completed in time originally allotted, and if not, why not?		Yes. Ongoing.	
Was project/contract completed within or under the original budget/ cost proposal, and if not, why not?		Yes. Ongoing.	

Reference #:	5		
Company Name:	Indian River County Schools		
Identify role company will have for this RFP project (Check appropriate role below):			
X	***VENDOR***		***SUBCONTRACTOR***
Project Name:	USDA COMMODITY PROCESSING		
Primary Contact Information			
Name:		Patrick McCarty	
Street Address:		6055 62nd Ave	
City, State, Zip:		Vero Beach, FL 32967	
Phone, including area code:		772-564-4981	
Facsimile, including area code:		772-564-5048	
Email address:		Patrick.mccarty@intianriverschools.org	
Alternate Contact Information			
Name:			
Street Address:			
City, State, Zip:			
Phone, including area code:			
Facsimile, including area code:			
Email address:			
Project Information			
Brief description of the project/contract and description of services performed, including technical environment (i.e., software applications, data communications, etc.) if applicable:		USDA Foods Processing	
Original Project/Contract Start Date:		7/1/2015	
Original Project/Contract End Date:		6/30/2016	
Original Project/Contract Value:		$38,241.69 as of 4/18/2016	
Final Project/Contract Date:		6/30/2016	
Was project/contract completed in time originally allotted, and if not, why not?		Yes. Ongoing.	
Was project/contract completed within or under the original budget/ cost proposal, and if not, why not?		Yes. Ongoing.	

Reference #:	6		
Company Name:	Chesapeake City Schools		
Identify role company will have for this RFP project (Check appropriate role below):			
X	***VENDOR***		***SUBCONTRACTOR***
Project Name:	USDA COMMODITY PROCESSING		
Primary Contact Information			
Name:		Joanne Kinsey	
Street Address:		1021 Great Bridge Blvd.	
City, State, Zip:		Chesapeake, VA 23320	
Phone, including area code:		757-547-1470	
Facsimile, including area code:		757-547-0916	
Email address:		kinsejka@cps.k12.va.us	
Alternate Contact Information			
Name:			
Street Address:			
City, State, Zip:			
Phone, including area code:			
Facsimile, including area code:			
Email address:			
Project Information			
Brief description of the project/contract and description of services performed, including technical environment (i.e., software applications, data communications, etc.) if applicable:		USDA Foods Processing	
Original Project/Contract Start Date:		7/1/2015	
Original Project/Contract End Date:		6/30/2016	
Original Project/Contract Value:		$95,754.50 as of 4/18/2016	
Final Project/Contract Date:		6/30/2016	
Was project/contract completed in time originally allotted, and if not, why not?		Yes. Ongoing.	
Was project/contract completed within or under the original budget/ cost proposal, and if not, why not?		Yes. Ongoing.	

Reference #:	7		
Company Name:	NETCO		
Identify role company will have for this RFP project (Check appropriate role below):			
X	***VENDOR***		***SUBCONTRACTOR***
Project Name:	USDA COMMODITY PROCESSING		
Primary Contact Information			
Name:		Trish Holt	
Street Address:		100 East Maple St. PO Box 1517	
City, State, Zip:		Johnson City, TN 37605-1517	
Phone, including area code:		423-899-7560	
Facsimile, including area code:		423-899-7933	
Email address:		pgholt@epbfi.com	
Alternate Contact Information			
Name:			
Street Address:			
City, State, Zip:			
Phone, including area code:			
Facsimile, including area code:			
Email address:			
Project Information			
Brief description of the project/contract and description of services performed, including technical environment (i.e., software applications, data communications, etc.) if applicable:		USDA Foods Processing	
Original Project/Contract Start Date:		7/1/2015	
Original Project/Contract End Date:		6/30/2016	
Original Project/Contract Value:		$218,653.29 as of 4/18/2016	
Final Project/Contract Date:		6/30/2016	
Was project/contract completed in time originally allotted, and if not, why not?		Yes. Ongoing.	
Was project/contract completed within or under the original budget/ cost proposal, and if not, why not?		Yes. Ongoing.	

4.3.1.2 Vendors must also submit ***Attachment F, Reference Questionnaire*** to the business references that are identified in ***Section 4.3.2***.

4.3.4.3 The company identified as the business references must submit the Reference Questionnaire directly to the Purchasing Division.

4.3.1.4 It is the vendor's responsibility to ensure that completed forms are received by the Purchasing Division on or before the deadline as specified in ***Section 8, RFP Timeline*** for inclusion in the evaluation process. Reference Questionnaires not received, or not complete, may adversely affect the vendor's score in the evaluation process.

4.3.2 The State reserves the right to contact and verify any and all references listed regarding the quality and degree of satisfaction for such performance.

4.4 VENDOR STAFF RESUMES – Please note this section is optional.

Resumes may be completed for each proposed key personnel responsible for performance under any contract resulting from this RFP per ***Attachment G, Proposed Staff Resume.***

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CERTIFICATE OF LIABILITY INSURANCE

9/30/2016

DATE (MM/DD/YYYY) 4/13/2016

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

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

PRODUCER
Lockton Insurance Brokers, LLC
725 S. Figueroa Street, 35th Fl.
CA License #0F15767
Los Angeles CA 90017
(213) 689-0065

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

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ACE American Insurance Company	22667
INSURER B : National Fire and Marine Insurance Co	20079
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
1314016
AdvancePierre Foods, Inc.
9987 Carver Road, Suite 500
Blue Ash OH 45242

COVERAGES PIEFO01 **CERTIFICATE NUMBER:** 10431421 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X SIR - $250,000 GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y	N	XSL G27401338	9/30/2015	9/30/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	N	N	CAL H08864998	9/30/2015	9/30/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Comp/Coll Ded	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ $5,000
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	N	N	42-UMO-301839-01	9/30/2015	9/30/2016	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $ XXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	WLR C48594244	9/30/2015	9/30/2016	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.
State of Nevada, its officers, employees and immune contractors are an Additional Insured to the extent provided by the policy language or endorsement issued or approved by the insurance carrier. Waiver of Subrogation applies in favor of the State of Nevada, its officers, employees and immune contractors.

CERTIFICATE HOLDER

10431421
State of Nevada
Dept. of Administration, Purchasing Division
515 E. Musser St., Suite 300
Carson City NV 89701

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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NATIONAL PROCESSING AGREEMENT (NPA)
STATE PARTICIPATION AGREEMENT (SPA)

This Agreement is subject to the terms and conditions set forth in the National Processing Agreement made by and between the U.S. Department of Agriculture, Food and Nutrition Service and AdvancePierre Foods, Inc. (Processor).
AdvancePierre Foods, Inc. (Processor) duly attests that no alterations have been made to the ACDA Core State Participation Agreement (SPA).

Nevada Department of Agriculture	AdvancePierre Foods, Inc.
State Distributing Agency	Processor
	Federal EIN: 80-0304279
Catrina Peters	Valerie Fairbanks
Name	Name
School Nutrition Services Manager	Director of Government Programs
Title	Title
405 S 21st Street	9987 Carver Rd. 5th Floor
Address	Address
Sparks NV 89431	Cincinnati, OH 45242
City, State, Zip	City, State, Zip
	Valerie Fairbanks
Contact	Contact
Phone 775-353-3751	Phone 513-682-1656
Fax 775-353-3749	Fax
cpeters@agri.nv.gov	valerie.fairbanks@advancepierre.com
E-mail	E-mail
agri.nv.gov	www.apfk12.com
Web Address	Web Address
Signature	Signature Valerie Fairbanks
Date	Date 4-19-16

Period of Agreement: This Agreement shall become effective on July 1, 20____ and will terminate on or before June 30, 20____ pursuant to USDA Policy Memorandum FD-048 (Maximum of 5 years). Additionally, the SPA may be amended as necessary should any of the information change during the agreement period. This Agreement shall not be amended except by a written agreement signed by the parties hereto.

Agreement Termination: This agreement may be terminated by either party upon 30 days written notice. Disposition of the USDA Foods inventory shall be in accordance with Article 20 of the National Processing Agreement.

Hold/Recall Contact Information: At a minimum, the State and processor must provide each other with the following hold and recall contact information:

Primary point of contact

- Name
- Telephone number
- Mobile phone number
- Fax number
- Email address

A back-up contact if the primary is unavailable

- Name
- Telephone number
- Mobile phone number
- Fax number
- Email address

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

Permitted By State	Value Pass Through System	Selected by Processor
☐	Direct Sale	☐
☐	Refund to Recipient Agency	☐
☐	Net Price Through Distributor (NOI)*	☐
☐	Alternate Value Pass Thru System* (requires FNS approval)	☐
☑	Fee for Service – billed by processor	☑
☐	Fee for Service – billed by distributor	☐

*Sales Verification Required

If sales verification is required, check one:

☐ State delegates sales verification to the processor [see 7 CFR 250.19(2)(vi)(C)]

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

☐ State will conduct sales verification

2. **Summary End Product Data Schedules (SEPDS).** Processor will submit SEPDS to State with the completed State Participation Agreement. The SEPDS contains summary information from approved EPDS and a master SEPDS approved by USDA. Processor may select specific EPDS for processing in a given

State. The State also has the option to accept or reject individual products listed on the SEPDS and, in the case of multiple USDA Foods available for processing, may accept or reject certain USDA Foods for processing. Note: the case weight listed on the SEPDS **MUST** match the label on the finished case.

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

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

Five Star Custom Foods, 1709 East 1st Ft. Worth, TX 76111 (crumbles, taco meat)

Dans Prize 1 Industrial Park Browerville, MN.56438(pulled Pork) Burke Corp. PO Box 209

Nevada, IA 50201 (Crumbles) CTI Foods 59 Custom Foods, Dr. Owingsville, KY (sliced BEEF)

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

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

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

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

☐ Submit CN labels with SEPDS.

4. **Nutritional Information**. Recipient Agencies need nutritional information to comply with USDA regulations. State should check those that apply:

■ Processor must provide nutrition information to RA upon request.

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

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

(Provide the web address) www.apfk12.com

■ Processor must submit nutrition information with the SEPDS

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

☐ Full Certification per AMS Instruction MGC 640 (formerly known as Option 2 grading)

■ PCCP per AMS Instruction MGC 638

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

_____

_____

_____

7. **List of Eligible Recipient Agencies.** State will provide a list of eligible Recipient Agencies to the processor upon State approval of the State Participation Agreement.

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

   State permits backhauling ☐ Yes ☐ No

   Backhauling permitted from State Warehouse ☐ School District ☐

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

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

_____

_____

_____

10. **Electronic Receipting for USDA Foods (FD-062)**

    Processor must register on the USDA's Web Supply Chain Management (WBSCM) or other applicable USDA system(s). Please register immediately after receiving business partner identification number.

    Processor is required to enter all shipment receipts within three business days of delivery, using the Web Supply Chain Management (WBSCM) Shipment Receipt Function. (USDA FD Memo-062).

11. **Additional State Requirements.**

Hold/Recall Contact Information

State Agency: Nevada Department of Agriculture

PROCESSOR HOLD AND RECALL CONTACT INFORMATION

Name of Processor: AdvancePierre Foods, Inc.

Primary Contact

Name: Tom Osborne

Office Telephone Number: 513-682-1518

Mobile Telephone Number: 256-503-7487

Fax Number: 513-280-5304

Email Address: tom.osborne@advancepierre.com

Back-up Contact

Name: Valerie Fairbanks

Office Telephone Number: 513-682-1656

Mobile Telephone Number: 513-317-1473

Fax Number: _____

Email Address: valerie.fairbanks@advancepierre.com

PLEASE COMPLETE AND RETURN ALONG WITH THE SPA AND NOTIFY THE STATE AGENCY IMMEDIATELY AS CHANGES OCCUR

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	AdvancePierre Foods, Inc.
Company Representative	Valerie Fairbanks
Address	9990 Princeton Glendale Rd.
City, State, Zip Code	Cincinnati, Ohio 45246
Contact Person	Valerie Fairbanks
Telephone	800-553-0282 X656
Fax	513-874-5150
E-Mail	valerie.fairbanks@advancepierre.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 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

lading, 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 Vl 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 succors, 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 the date signed by FNS 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.)

__X_ Full Substitution
__X__ Limited Substitution
__X_ Nonsubstitution

_____ 100% Yield
__X__ Standard Yield Option
__X___ Guaranteed Minimum Return
__X_ Guaranteed Return Demonstration

Donated foods to be utilized in processing:

_X_ Beef
_X__ Pork
_____ Chicken
X__ Turkey
_____ Eggs
_X__ Peanut Butter

_X__ Cheese
_____ Nonfat Dry Milk
_X_ Fruits: _____
_ __ Vegetables: _____
_____ Oil
____ Grain

Processor shall furnish a performance and surety bond, Irrevocable Letter or Credit, or escrow account in the amount of $_2,500,000.00_____. 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.

Laura Castro

Director
Food Distribution Division
Food and Nutrition Consumer Service,
USDA

5/14/12
Date

Valerie Dierbach

Name of Authorized Representative
Title: Commodity Program, VP
Company Name: AdvancePierre Foods, Inc.

5-30-11
Date

Revised April 2007

Appendix 1: Processor Plant Locations

Plant Name & Number	Physical Address	Contact Person	Phone Number	Fax Number
AdvancePierre #2260E	5110 Enterprise Enid, OK 73701	Valerie Fairbanks	800-553-0282 X656	513-874-5150
AdvancePierre #P-3532	3437 East Main St. Claremont, NC 28610	Valerie Fairbanks	800-553-0282 X656	513-874-5150
AdvancePierre #2132	9990 Princeton-Glendale Rd. Cinn., OH 450246	Valerie Fairbanks	800-553-0282 X656	513-874-5150
AdvancePierre # 1043474	133 Clovervale Dr. Easley, SC 29640	Valerie Fairbanks	800-553-0282 X656	513-874-5150
AdvancePierre # 1980	1833 Cooper Foster Park Rd. Amherst, Oh 44001	Valerie Fairbanks	800-553-0282 X656	513-874-5150
AdvancePierre #2260Y	201 South Raleigh Road Enid, OK 73701	Valerie Fairbanks	800-553-0282 X656	513-874-5150

FSNS
CERTIFICATION AUDIT

Food Safety Net Services
Certification & Audit
199 W Rhapsody
San Antonio, Texas 78216 USA

Certificate Of Registration

Advance Pierre Foods - Cincinnati

9990 Princeton Glendale Dr.

Cincinnati, Ohio, UNITED STATES, 45246

is registered as meeting the requirements of the

SQF Code Edition 7.2

Level 3: Comprehensive Food Safety and Quality Management System

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Certification Details:

Date of Decision: Dec 15, 2015
Date of Audit: Nov 12, 2015
Certificate Number: 105002

Date of Expiry: Feb 13, 2017
Date of Next Audit: Nov 30, 2016

Registration Schedule:

Scope of Registration *(Food Sector Categories and Products)*

08. Processing of Manufactured Meats and Poultry : Fully cooked, not shelf stable beef, pork, chicken, turkey patties, nuggets, and ground products.

SQF INSTITUTE
One world. One standard.
SQF Institute is a division of the Food Marketing Institute (FMI).

ANSI
ANSI Accredited Program
PRODUCT CERTIFICATION
#1107

CERTIFIED BY SQF QUALITY SUPPLIER Global Standards Certification

Authorized by

Issuing Officer

SEPDS A

SUMMARY END PRODUCT DATA SCHEDULE

AdvancePierre Foods

☑ **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 NEW!
☐ **Correction**

VALUE PASS THROUGH SYSTEMS APPROVED:

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

Information Certified as Accurate from Approved EPDS (requires signature from agency that approved EPDS)											**Certified by State Agency**	
End Product Code & Description		**Net Weight Per Case**	**Servings Per Case**	**Net Weight per Serving**	**WBSCM Item Code**	**WBSCM Description**	**DF Inventory Drawdown per case**	**By Products Produced***	**Value per pound of DF (contract value)**	**Value of DF per case (F x H)**	**Effective Date**	**State Agency Acceptance/Approval** ☐ **Check for quick approval**
A		**B**	**C**	**D**	**E**		**F**	**G**	**H**	**I**	**J**	**K**
BEEF PRODUCTS												
3760	CN Flame Broiled Beef Steaks	20.13	140	2.30	100154	BEEF COARSE GROUND FRZ CTN-60 LB	26.20	NO	$2.9965	$78.51		
3760	CN Flame Broiled Beef Steaks	20.13	140	OR	100155	BEEF FRESH BNLS COMBO-20/2000 LB	26.20	NO	$2.8947	$75.84		
69050	CN FULLY COOKED BEEF BURGER	21.25	170	2.00	100154	BEEF COARSE GROUND FRZ CTN-60 LB	34.22	NO	$2.9965	$102.54		
69050	CN FULLY COOKED BEEF BURGER	21.25	170	OR	100155	BEEF FRESH BNLS COMBO-20/2000 LB	34.22	NO	$2.8947	$99.06		
69146 NEW!	CN MINI TWIN CHEESEBURGER LOW FAT	29.10	96	4.85	100154	BEEF COARSE GROUND FRZ CTN-60 LB	7.27	NO	$2.9965	$21.78		
69146 NEW!	CN MINI TWIN CHEESEBURGER LOW FAT	29.10	96	OR	100155	BEEF FRESH BNLS COMBO-20/2000 LB	7.27	NO	$2.8947	$21.04		

PROCESSOR:	**USDA APPROVAL:** (not applicable for state summary)	**STATE AGENCY APPROVAL:**
AdvancePierre Foods	**USDA/FNS/FDD HQ / QUALITY ASSESSMENT DIVISION**	**NEVADA DEPARTMENT OF AGRICULTURE**
Name of Company	Name of Approving Agency	Name of Approving Agency
Valerie Fairbanks, V.P.-Commodity Program	**Darrell Dowd, Asst. National Supervisor**	
Name and Title of Authorized Representative	Name and Title of Authorized Representative	Name and Title of Authorized Representative
Valerie Fairbanks **4/13/2016**	Darrell Dowd **4/13/2016**	
Signature / Date Signed	Signature / Date:	Signature / Date Signed

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

AdvancePierre™ Foods

CN FULLY COOKED BEEF PATTY WITH ONION AND AMERICAN CHEESE MINI TWIN SANDWICH ON A WHOLE GRAIN BUN

69146

CARAMEL COLOR ADDED

CN

PENDING

CN TWO 2.43 OZ. FULLY COOKED FLAME BROILED BEEF PATTY WITH ONION AND AMERICAN CHEESE MINI TWIN SANDWICHES ON A WHOLE GRAIN BUN PROVIDE 2.00 OZ. EQUIVALENT MEAT/MEAT ALTERNATE AND 2.00 OZ. EQUIVALENT GRAINS FOR CHILD NUTRITION MEAL PATTERN REQUIREMENTS. (USE OF THIS LOGO AND STATEMENT AUTHORIZED BY THE FOOD AND NUTRITION SERVICE, USDA 04-16.) CN

CN

SMART PICKS® Smart Snacks Kids Love

INGREDIENTS: FULLY BAKED WHOLE GRAIN BUN: WATER, WHOLE WHEAT FLOUR, ENRICHED BLEACHED WHEAT FLOUR (WHEAT FLOUR, NIACIN, REDUCED IRON, THIAMINE MONONITRATE, RIBOFLAVIN, ENZYME, FOLIC ACID), SUGAR. CONTAINS 2% OR LESS OF: YEAST (YEAST, SORBITAN MONOSTEARATE, ASCORBIC ACID), SOYBEAN OIL, SALT, MONOGLYCERIDES WITH ASCORBIC ACID AND CITRIC ACID (ANTIOXIDANTS), FUMARIC ACID, CALCIUM PROPIONATE (PRESERVATIVE), CALCIUM SULFATE, ENZYMES, WHEAT STARCH, ASCORBIC ACID. FULLY COOKED BEEF AND ONION PATTY: (NO MORE THAN 20% FAT), WATER, TEXTURED VEGETABLE PROTEIN PRODUCT (SOY PROTEIN CONCENTRATE, CARAMEL COLOR, ZINC OXIDE, NIACINAMIDE, FERROUS SULFATE, COPPER GLUCONATE, VITAMIN A PALMITATE, CALCIUM PANTOTHENATE, THIAMINE MONONITRATE (B1), PYRIDOXINE HYDROCHLORIDE (B6), RIBOFLAVIN (B2), CYANOCOBALAMIN (B12)), ONIONS DICED, BUTTER SUBSTITUTE (WHEY SOLIDS, CORN SYRUP SOLIDS, MALTODEXTRIN, SALT, NATURAL BUTTER FLAVOR, GUAR GUM, SODIUM BICARBONATE, TURMERIC AND ANNATTO), SEASONING (HYDROLYZED CORN PROTEIN, DEXTROSE, SALT, ONION POWDER, SPICES), POTASSIUM PHOSPHATE, CARAMEL COLOR. AMERICAN SLICE: CULTURED MILK AND SKIM MILK, SALT, SODIUM CITRATE, COLOR ADDED (IF COLORED), SODIUM PHOSPHATE, SORBIC ACID (PRESERVATIVE), ENZYMES, SOY LECITHIN (NON-STICKING AGENT).
CONTAINS: WHEAT, SOY, MILK.

HEATING INSTRUCTIONS: FOR BEST RESULTS, HEAT FROM THAWED STATE. THAW FROZEN SANDWICHES IN REFRIGERATOR. SANDWICHES CAN BE STORED IN REFRIGERATOR FOR UP TO 5 DAYS. FROM THAWED STATE, HEAT SEALED/WRAPPED SANDWICH(ES) IN A PREHEATED 275°F CONVECTION OVEN FOR 18-20 MINUTES. (DO NOT HEAT ABOVE 275°F). TIMES MAY VARY.

LM69146 041916

0 00 71421 96437 0

96/ 4.85 oz WRAPPED TWIN PACK SANDWICHES

NET WT. 29.10 LBS KEEP FROZEN

INSPECTED BY THE U.S. DEPT. OF AGRICULTURE IN ACCORDANCE WITH FNS REQUIREMENTS

Comments or questions about AdvancePierre products? Call toll free 800-317-2333 www.AdvancePierre.com

AdvancePierre Foods, Inc. 9990 Princeton Glendale RD. Cincinnati, OH 45246

Fully Cooked Beef Patty with Onions and American Cheese

Mini Twin Sandwich on a Whole Grain Bun

(Caramel Color Added)

Item 69146

INGREDIENTS: **FULLY BAKED WHOLE GRAIN BUN:** WATER, WHOLE WHEAT FLOUR, ENRICHED BLEACHED WHEAT FLOUR (WHEAT FLOUR, NIACIN, REDUCED IRON, THIAMINE MONONITRATE, RIBOFLAVIN, ENZYME, FOLIC ACID), SUGAR. CONTAINS 2% OR LESS OF: YEAST (YEAST, SORBITAN MONOSTEARATE, ASCORBIC ACID), SOYBEAN OIL, SALT, MONOGLYCERIDES WITH ASCORBIC ACID AND CITRIC ACID (ANTIOXIDANTS), FUMARIC ACID, CALCIUM PROPIONATE (PRESERVATIVE), CALCIUM SULFATE, ENZYMES, WHEAT STARCH, ASCORBIC ACID. **FULLY COOKED BEEF AND ONION PATTY:** (NO MORE THAN 20% FAT), WATER, TEXTURED VEGETABLE PROTEIN PRODUCT (SOY PROTEIN CONCENTRATE, CARAMEL COLOR, ZINC OXIDE, NIACINAMIDE, FERROUS SULFATE, COPPER GLUCONATE, VITAMIN A PALMITATE, CALCIUM PANTOTHENATE, THIAMINE MONONITRATE (B1), PYRIDOXINE HYDROCHLORIDE (B6), RIBOFLAVIN (B2), CYANOCOBALAMIN (B12)), ONIONS DICED, BUTTER SUBSTITUTE (WHEY SOLIDS, CORN SYRUP SOLIDS, MALTODEXTRIN, SALT, NATURAL BUTTER FLAVOR, GUAR GUM, SODIUM BICARBONATE, TURMERIC AND ANNATTO), SEASONING (HYDROLYZED CORN PROTEIN, DEXTROSE, SALT, ONION POWDER, SPICES), POTASSIUM PHOSPHATE, CARAMEL COLOR. AMERICAN SLICE: CULTURED MILK AND SKIM MILK, SALT, SODIUM CITRATE, COLOR ADDED (IF COLORED), SODIUM PHOSPHATE, SORBIC ACID (PRESERVATIVE), ENZYMES, SOY LECITHIN (NON-STICKING AGENT)

CONTAINS: MILK, SOY, WHEAT

Nutrition Facts

Serving Size 2 sandwiches

Amount Per Serving	
Calories 310	Calories from Fat 70
	% Daily Value*
Total Fat 8g	**12%**
Saturated Fat 3g	**15%**
Trans Fat 0g	
Cholesterol 20mg	**7%**
Sodium 450mg	**19%**
Total Carbohydrate 44g	**15%**
Dietary Fiber 5g	**20%**
Sugars 9g	
Protein 17g	

Vitamin A 2%	• Vitamin C 30%
Calcium 10%	• Iron 20%

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

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

AdvancePierre Foods

CN FULLY COOKED CHARBROILED BEEF STEAKS

CHOPPED AND FORMED
CARAMEL COLOR ADDED

SAMPLE COPY NOT FOR DOCUMENTING FEDERAL MEAL REQUIREMENTS

PRODUCT CODE
3760

CN

036045

EACH 2.30 OZ. CHARBROILED BEEF PATTY PROVIDES 2.00 OZ. EQUIVALENT MEAT FOR CHILD NUTRITION MEAL PATTERN REQUIREMENTS. (USE OF THIS LOGO AND STATEMENT AUTHORIZED BY THE FOOD AND CONSUMER SERVICE, USDA 01-96.)

CN

INGREDIENTS: GROUND BEEF (NOT MORE THAN 20% FAT), SEASONING (HYDROLYZED CORN PROTEIN, DEXTROSE, SALT, FLAVORINGS), SODIUM PHOSPHATES, CARAMEL COLOR.

HEATING INSTRUCTIONS: FROM A FROZEN STATE. BAKE ON A PAN IN PREHEATED CONVECTION OVEN AT 350 FOR 8 MINUTES OR IN A PREHEATED CONVENTIONAL OVEN AT 350 FOR 12 MINUTES. MICROWAVE ON FULL POWER FOR 1-2 MINUTES. MICROWAVE OVENS VARY. TIMES GIVEN ARE APPROXIMATE.

USDA PROCESS CONTROL CERTIFICATION PROGRAM

0 00 71421 03760 9

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

NET WT. 20.13 LBS. **KEEP FROZEN**

AdvancePierre Foods, Inc. 9990 Princeton Glendale RD. Cincinnati, OH 45246

????????? ??,????

LM3760 062414

CN FULLY COOKED CHARBROILED BEEF STEAKS
CHOPPED AND FORMED
CARAMEL COLOR ADDED

PRODUCT CODE
3760

NET WT. 20.13 LBS.

0 00 71421 03760 9

Flame Broiled Chopped Beef Steak

Item #: 3760
Product Description: Fully cooked, lightly seasoned, chopped beef steak (80/20).Home-style shape with prominent char marks. CN labeled. Commodity processed product.
Technical Name: Flame Broiled Beef Steaks (Chopped and Formed) Caramel Color Added
Brand: Advance Pierre

Product Details

Data Generated:	4/19/2016
Data Valid As Of:	3/12/2016
Packing Type:	BULK-LINER
Pieces Per Case:	140
Piece Size (oz.):	2.30
Case Net Weight (lb.):	20.13

Case Dimensions:	Width:	13.00
	Length:	19.88
	Height:	6.63
	Case Cube:	0.99

Cases / Pallet:	42
Case TiHi:	7 x 6

Credit (CN):	*2 OZ MMA BEEF*
Equivalent Grain:	-

Ingredients:
INGREDIENTS: Ground Beef (Not More Than 20% Fat), Seasoning (Hydrolzyed Corn Protein, Dextrose, Salt, Flavorings), Sodium Phosphates, Caramel Color.

Shelf Life (days): 455
Starting from date of production when kept @ 0°F or below.

Preparation Method:

Conventional Oven: From frozen state, bake in preheated 350 degree f conventional oven for 12 minutes.

Convection Oven: From frozen state, bake in preheated 350 degree f convection oven for 8 minutes.

Microwave: On high for about 1-2 minutes. Times given are approximate.Ovens vary. Adjust accordingly.

Master Case GTIN:	00071421037609
Master Case Gross Weight:	21.46900

Nutrition Facts:

Serving Size: 2.30 OZ (64 g)
Servings Per Container: 140

Calories / Calories from Fat:	150 / 100
	% Daily Value **
Total Fat 11 g	17%
Saturated Fat 4.5 g	23%
Trans Fat 0.5 g	
Cholesterol 45 mg	15%
Sodium 260 mg	11%
Total Carbohydrate 0 g	0%
Dietary Fiber 0 g	0%
Sugars 0 g	
Protein 12 g	
Vitamin A	0%
Vitamin C	0%
Calcium	0%
Iron	6%

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

The trans fats reported on this product's nutrition facts panel are naturally occurring.

The data contained on this spec sheet has been approved by Child Nutrition Labeling Technologist, Kimberly Scardicchio.

Kimberly Scardicchio

AdvancePierre Foods

CN FULLY COOKED BEEF BURGER

69050
PRODUCT CODE

SAMPLE COPY NOT FOR DOCUMENTING FEDERAL MEAL REQUIREMENTS

CN

088458

CN ONE 2.00 OZ. FULLY COOKED BEEF BURGER PROVIDES 2.00 OZ. EQUIVALENT MEAT FOR CHILD NUTRITION MEAL PATTERN REQUIREMENTS. (USE OF THIS LOGO AND STATEMENT AUTHORIZED BY THE FOOD AND NUTRITION SERVICE, USDA 08-13) CN

CN

INGREDIENTS: GROUND BEEF (NOT MORE THAN 20% FAT), SALT, FLAVOR, NATURAL FLAVOR.

USDA Further Processed Certification Program

0 00 71421 69023 1

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

NET WT. 21.25 LBS.

KEEP FROZEN

????????? ??,????

Comments or questions about AdvancePierre products? Call toll free 800-317-2333 www.AdvancePierre.com

AdvancePierre Foods, Inc. 9990 Princeton Glendale Rd. Cincinnati, OH 45246

LM69050 081415

CN FULLY COOKED BEEF BURGER

69050
PRODUCT CODE

NET WT. 21.25 LBS.

0 00 71421 69023 1

Flame Broiled Beef Steak Burger

Item #: 69050
Product Description: Fully cooked, beef steak burger (80/20). Round shape with scalloped edge. CN labeled. Commodity processed product.
Technical Name: CN FULLY COOKED BEEF BURGER
Brand: Smart Pick

Product Details

Data Generated:	4/19/2016
Data Valid As Of:	3/12/2016
Packing Type:	BULK-LINER
Pieces Per Case:	170
Piece Size (oz.):	2.00
Case Net Weight (lb.):	21.25

Case Dimensions:	Width:	13.19
	Length:	19.88
	Height:	7.63
	Case Cube:	1.16

Cases / Pallet:	35
Case TiHi:	7 x 5

Credit (CN):	*2 OZ MMA BEEF*
Equivalent Grain:	-

Ingredients:
Ingredients: Ground Beef (not more than 20% Fat), Salt, Flavor, Natural Flavor.

Shelf Life (days):	365 *Starting from date of production when kept @ 0°F or below.*

Preparation Method:

Conventional Oven: From frozen state: preheat oven to 350 degrees f. Bake for 11-12 minutes or until internal temperature reaches 165 degrees f when using a meat thermometer.

Convection Oven: From frozen state: preheat oven to 350 degrees f. Bake for 8-9 minutes or until internal temperature reaches 165 degrees f when using a meat thermometer.

Microwave: From frozen state: heat on high power for 60-70 seconds. Microwaves may vary, verify internal temperature is 165 degrees f with the use of a meat thermometer.

Master Case GTIN:	00071421690231
Master Case Gross Weight:	22.67900

Nutrition Facts:

Serving Size: 2.00 OZ (56 g)
Servings Per Container: 170

Calories / Calories from Fat:	120 / 80
	% Daily Value **
Total Fat 8 g	12%
Saturated Fat 3.5 g	18%
Trans Fat 0.5 g	
Cholesterol 40 mg	13%
Sodium 100 mg	4%
Total Carbohydrate 0 g	0%
Dietary Fiber 0 g	0%
Sugars 0 g	
Protein 10 g	
Vitamin A	0%
Vitamin C	0%
Calcium	0%
Iron	6%

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

The trans fats reported on this product's nutrition facts panel are naturally occurring.

The data contained on this spec sheet has been approved by Child Nutrition Labeling Technologist, Kimberly Scardicchio.

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www.advancepierre.com
Date Generated: 4/19/2016