FAMILY OF COMPANIES
Peterson Farms Fresh, Inc.
3104 W. Baseline Road • PO Box 95 • Shelby, MI 49455
Phone: 231-861-7101 • Fax: 231-861-2274

Part I A Technical Proposal Submission Requirement

USDA Foods Processing

RFP: 3237

Peterson Farms Fresh, Inc.

3104 Baseline Road, Shelby, MI 49455

Opening Time: 2:00 pm

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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	Peterson Farms Fresh Inc.

V2	Street Address	3104 W. Baseline Road

V3	City, State, ZIP	Shelby, MI 49455

V4	Telephone Number		
	Area Code: 817	Number: 913-0520	Extension:

V5	Facsimile Number		
	Area Code: 231	Number: 861-5350	Extension:

V6	Toll Free Number		
	Area Code:	Number:	Extension:

V7	***Contact Person for Questions / Contract Negotiations, including address if different than above***
	Name: Matt Bowles
	Title: Sales Manager-Mid Central Sales
	Address: 3104 W. Baseline Road, Shelby, MI 49455
	Email Address: mbowles@petersonfarmsinc.com

V8	Telephone Number for Contact Person		
	Area Code: 817	Number: 913-0520	Extension:

V9	Facsimile Number for Contact Person		
	Area Code: 231	Number: 861-5350	Extension:

V10	***Name of Individual Authorized to Bind the Organization***	
	Name: Matt Bowles	Title: Sales Manager-Mid Central Sales

V11	Signature ***(Individual must be legally authorized to bind the vendor per NRS 333.337)***	
	Signature:	Date: 4/5/2016

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	NO
Justification for Confidential Status			

A Public Records CD has been included for the Technical and Cost Proposal			
YES		NO (See note below)	NO
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		NO	NO
Justification for Confidential Status			

Peterson Farms Fresh, Inc.
Company Name

Signature

Matt Bowles
Print Name

4/5/2016
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.

Peterson Farms Fresh Inc.

Vendor Company Name

Vendor Signature

MATT BOWLES

Print Name

4/5/16

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: _____ 4/5/2016
Signature of Official Authorized to Sign Application — Date

For: Peterson Farms Fresh, Inc.
Vendor Name

Proposal 3237 USDA Foods Processing
Project Title

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

State of Nevada
Department of Administration

Purchasing Division

515 E. Musser Street, Suite 300
Carson City, NV 89701

Brian Sandoval
Governor

Patrick Cates
Director

Jeffrey Haag
Administrator

State of Nevada

Purchasing Division

Request for Proposal: 3237

For

USDA FOODS PROCESSING

Release Date: March 25, 2016

Deadline for Submission and Opening Date and Time: April 22, 2016 @ 2:00 PM

Refer to Section 8, RFP Timeline for the complete RFP schedule

For additional information, please contact:

Heather Moon, Buyer III

State of Nevada, Purchasing Division

515 E. Musser Street, Suite 300

Carson City, NV 89701

Phone: 775-684-0179

Email address: hmoon@admin.nv.gov

(TTY for Deaf and Hard of Hearing: 1-800-326-6868
Ask the relay agent to dial: 1-775-684-0179/V.)

Refer to Section 9 for instructions on submitting proposals

A Request for Proposal (RFP) process is different from an Invitation to Bid. The State expects vendors to propose creative, competitive solutions to the agency's stated problem or need, as specified below. Vendors' technical exceptions and/or assumptions should be clearly stated in *Attachment B, Technical Proposal Certification of Compliance with Terms and Conditions of RFP.* Vendors' cost exceptions and/or assumptions should be clearly stated in *Attachment I, Cost Proposal Certification of Compliance with Terms and Conditions of RFP.* Exceptions and/or assumptions will be considered during the evaluation process; however, vendors must be specific. Nonspecific exceptions or assumptions may not be considered. The State reserves the right to limit the Scope of Work prior to award, if deemed in the best interest of the State per NRS 333.350(1).

Prospective vendors are advised to review Nevada's ethical standards requirements, including but not limited to, NRS 281A and the Governor's Proclamation, which can be found on the Purchasing Division's website (http://purchasing.nv.gov).

1. PROJECT OVERVIEW

The State of Nevada Purchasing Division is soliciting proposals on behalf of the Nevada Department of Agriculture, Food and Nutrition Division and eligible recipient agencies for processed end products utilizing USDA foods. Eligible recipient agencies participate in the National School Lunch Program and/or the Child and Adult Care Food Program. The intent is to utilize USDA food as the primary ingredient(s), including but not limited to, bulk beef, chicken and cheese to produce specific finished end products according to applicable Federal and State regulations. The State will select one primary vendor for each food grouping.

Vendors shall only submit two product submissions for each food item listed in the product specifications, ***Attachment O, Food Group Listing***. One vendor will be awarded per food group. If the awarded vendor cannot provide the items ordered per the terms of the contract notification must be provided to the Division within 10 days.

1.1 GOALS AND OBJECTIVES

The goal of this RFP is to competitively procure processed end products for National School Lunch Program and Child and Adult Care Food Program sponsors that are of high quality and meet all nutritional requirements.

1.2 SPECIAL INSTRUCTIONS

1.2.1. Proposals will be initially reviewed for the following:

1.2.2 Proposals will not move forward for consideration if they do not meet nutritional specifications or do not include the nutritional documentation substantiating the State's nutrition specifications.

1.2.3 Vendors must pass all requirements of the RFP in order to move forward to the taste evaluation.

1.2.4 Vendors that meet both sections will be notified to submit food for tasting.

1.2.5 Proposals from vendors who have previously had a complaint from a recipient agency (school district or other program sponsor) that have not resolved to the satisfaction of the recipient agency, will be disqualified from submitting a proposal.

1.2.6 Support Documents

1.2.6.1 Vendors shall submit a completed Summary End Product Data Schedule (SEPDS) which details serving size, approximate servings per case, and USDA Foods needed to produce a case of finished Product with the proposal. Vendor shall submit the most current USDA-approved SEPDS. The SEPDS can be found at the following link: http://www.Commodityfoods.org/processing;

1.2.6.2 Throughout the term of the Contract, the vendor shall provide an updated USDA-approved SEPDS after the release of the annual "Average Price File for Processors" file. The SEPDS shall be updated and provided to the Division no later than June 30th annually. For example, the SEPDS for the 2016-17 Contract year shall be updated using the "Average Price File for Processors for SY2017" file and submitted to the Division by June 30, 2016;

1.2.6.3 Child Nutrition Labels or Manufacture's Product Formulation Statement and Nutrition Fact Sheets including an ingredient list and allergy declaration must be submitted with the proposal. The nutritional fact sheet must list portion size, along with calories, protein, fat (saturated and unsaturated, total fat, percentage of fat from calories) carbohydrates, cholesterol and sodium; and

The State Purchasing Division will administer contract(s) resulting from this RFP. The resulting contract(s) will be for an initial contract term of two (2) years, anticipated to begin July 1, 2016, subject to Board of Examiners approval, with an option to renew for two (2) additional years, if agreed upon by both parties and in the best interests of the State. Additional renewals will allow for a price increase that may not exceed a 3% increase from the un-adjusted average from the preceding 12 months of the United States Department of Labor Bureau of Labor Statistics Consumer Price Index for meals eaten away from home. Price increase requested must include a justification for the increase and be approved by the Division.

1.3 SPECIAL TERMS AND CONDITIONS FOR USDA FOODS FOR PROCESSING

1.3.1 Compliance – Awarded vendor(s) must:

1.3.1.1 Comply with U.S. Department of Agriculture regulations 7 CFR part 250.30, found at http://www.ecfr.gov/;

1.3.1.2 In compliance with the Buy American Federal Regulation, CFR 7 250.23, these services shall only be performed within the boundaries of the United States. The inability to perform Services in the United States shall be grounds for disqualifying a proposal and/or contract termination;

1.3.1.3 Have a USDA-approved National Processing Agreement (NPA) by or before March 1, 2016. The USDA's NPA list is found on the USDA's website: http://www.fns.usda.gov/fdd/processing/national/NPA_ApprovedProcessors.htm;

1.3.1.4 Submit and comply with Attachment L, SPA State Participating Agreement.

1.3.1.5 After award and receiving a USDA-approved NPA, the vendor shall complete and submit to the division a School Year 2016-17 State Participation Agreement (SPA) for the division's approval. This approved SPA shall be in place by July 1, 2016. If the SPA is not completed by July 1, 2016, the contact will be terminated;

1.3.1.6 The State reserves the right to negotiate these terms and conditions when it is in the best interest of the State to do so. The vendor may not submit its own contract document as a substitute for the State's special terms and conditions; and

1.3.1.7 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.

Support documents must be completed and attached to the proposal response. Proposal submissions that do not meet nutritional specifications or do not include the nutritional documentation substantiating the nutrition specifications outlined for each item will not be considered.

2. ACRONYMS/DEFINITIONS

For the purposes of this RFP, the following acronyms/definitions will be used:

Acronym	Description
Assumption	An idea or belief that something will happen or occur without proof. An idea or belief taken for granted without proof of occurrence.
Awarded Vendor	The organization/individual that is awarded and has an approved contract with the State of Nevada for the services identified in this RFP.

Acronym	Description
BOE	State of Nevada Board of Examiners
CACFP	Child and Adult Care Food Program
CFR	Code of Federal Regulations
Child Nutrition (CN)Label	A FNS-certified product that identifies USDA specifications that can be credited as a component(s) of the reimbursable meal pattern requirement.
Confidential Information	Any information relating to the amount or source of any income, profits, losses or expenditures of a person, including data relating to cost or price submitted in support of a bid or proposal. The term does not include the amount of a bid or proposal. Refer NRS 333.020(5) (b).
Contract Approval Date	The date the State of Nevada Board of Examiners officially approves and accepts all contract language, terms and conditions as negotiated between the State and the successful vendor.
Contract Award Date	The date when vendors are notified that a contract has been successfully negotiated, executed and is awaiting approval of the Board of Examiners.
Contractor	The company or organization that has an approved contract with the State of Nevada for services identified in this RFP. The contractor has full responsibility for coordinating and controlling all aspects of the contract, including support to be provided by any subcontractor(s). The contractor will be the sole point of contact with the State relative to contract performance.
Cross Reference	A reference from one document/section to another document/section containing related material.
Customer	Department, Division or Agency of the State of Nevada.
Division/Agency	The Division/Agency requesting services as identified in this RFP.
End Product	A product containing any amount of donated foods which have been commercially processed.
Evaluation Committee	An independent committee comprised of a majority of State officers or employees established to evaluate and score proposals submitted in response to the RFP pursuant to NRS 333.335.
Exception	A formal objection taken to any statement/requirement identified within the RFP.
FNS	USDA Food and Nutrition Services
FOB	Freight on board. The seller prepays the transportation charges.

Acronym	Description
FSIS	Food Safety Inspection Services
Fee-for-Service	The price charged by pound or by case representing a vendor's cost of ingredient (other than donated foods), labor, packaging, overhead and other cost incurred in the conversion of the donated food into the specific end product.
Goods	The term "goods" as used in this RFP has the meaning ascribed to it in NRS §104.2105(1) and includes, without limitation, "supplies", "materials", "equipment", and "commodities", as those terms are used in NRS Chapter 333.
Gross Price	The price paid by the contracting agency before the value of donated food used in the production of the end product in deducted.
IQF	Individually Quick Frozen
Key Personnel	Vendor staff responsible for oversight of work during the life of the project and for deliverables.
LCB	Legislative Counsel Bureau
LOI	Letter of Intent - notification of the State's intent to award a contract to a vendor, pending successful negotiations; all information remains confidential until the issuance of the formal notice of award.
Manufacturer's Product Formulation Statement	Documentation issued by the food manufacturer that demonstrates how a processed product contributes to the meal pattern requirements. This documentation must be consistent with current USDA guidance including but not limited to USDA memo TA 07-2010 (v.3) or any revision thereafter.
May	Indicates something that is recommended but not mandatory. If the vendor fails to provide recommended information, the State may, at its sole option, ask the vendor to provide the information or evaluate the proposal without the information.
Must	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
NAC	Nevada Administrative Code –All applicable NAC documentation may be reviewed via the internet at: **www.leg.state.nv.us.**
NOA	Notice of Award – formal notification of the State's decision to award a contract, pending Board of Examiners' approval of said contract, any non-confidential information becomes available upon written request.
NPA	National Processing Agreement

Acronym	Description
NRS	Nevada Revised Statutes – All applicable NRS documentation may be reviewed via the internet at: **www.leg.state.nv.us.**
NSLP	National School Lunch Program
Pacific Time (PT)	Unless otherwise stated, all references to time in this RFP and any subsequent contract are understood to be Pacific Time.
Processor	A commercial facility that processes or repackages donated foods under U.S. Department of Agriculture Regulations, 7CFR Part 250.30.
Proprietary Information	Any trade secret or confidential business information that is contained in a bid or proposal submitted on a particular contract. (Refer to NRS 333.020 (5) (a).
Public Record	All books and public records of a governmental entity, the contents of which are not otherwise declared by law to be confidential must be open to inspection by any person and may be fully copied or an abstract or memorandum may be prepared from those public books and public records. (Refer to NRS 333.333 and NRS 600A.030 [5]).
Quality Control Plan	A processing company's plan, which assures that the products produced meet minimum specification for quality, pack size and content. Child Nutrition Labeled products must be produced under a Quality Control Plan approved by FSIS.
Redacted	The process of removing confidential or proprietary information from a document prior to release of information to others.
RFP	Request for Proposal - a written statement which sets forth the requirements and specifications of a contract to be awarded by competitive selection as defined in NRS 333.020(8).
Shall	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
Should	Indicates something that is recommended but not mandatory. If the vendor fails to provide recommended information, the State may, at its sole option, ask the vendor to provide the information or evaluate the proposal without the information.
State	The State of Nevada and any agency identified herein.
State Participation Agreement (SPA)	A legal document entered into between a vendor and a distributing agency which provides for the further processing of USDA foods. Processing agreements are not viable until the state agency approves them prior to the commencement of processing.

Acronym	Description
Subcontractor	Third party, not directly employed by the contractor, who will provide services identified in this RFP. This does not include third parties who provide support or incidental services to the contractor.
Summary End Product Data Schedule	A standard form that complies with US Department of Agriculture, 7CFR Part 250.30 use to describe the finished end product being produced. Information detailed on this form includes formulation, quantity of donated foods needed to produce a specific number of units of end product, pricing, packaging and yield information.
SY	School Year (July 1 – June 30)
Trade Secret	Information, including, without limitation, a formula, pattern, compilation, program, device, method, technique, product, system, process, design, prototype, procedure, computer programming instruction or code that: derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by the public or any other person who can obtain commercial or economic value from its disclosure or use; and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.
USDA	United States Department of Agriculture
USDA Foods	Foods purchased by the Department of Agriculture for Child Nutrition and other authorized Food and Nutrition Service Programs.
User	Department, Division, Agency or County of the State of Nevada.
VPP	Vegetable Protein Product
Vendor	Organization/individual submitting a proposal in response to this RFP.
Will	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.

2.1 STATE OBSERVED HOLIDAYS

The State observes the holidays noted in the following table. When January 1st, July 4th, November 11th or December 25th falls on Saturday, the preceding Friday is observed as the legal holiday. If these days fall on Sunday, the following Monday is the observed holiday.

Holiday	Day Observed
New Year's Day	January 1
Martin Luther King Jr.'s Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May

4.1 VENDOR INFORMATION

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

Question	Response
Company name:	Peterson Farms Fresh, Inc.
Ownership (sole proprietor, partnership, etc.):	Sole Proprietor
State of incorporation:	Michigan
Date of incorporation:	2004
# of years in business:	32 years
List of top officers:	Sarah Peterson, Aaron Peterson
Location of company headquarters:	Shelby, MI
Location(s) of the company offices:	Shelby, MI
Location(s) of the office that will provide the services described in this RFP:	Shelby, MI
Number of employees locally with the expertise to support the requirements identified in this RFP:	1
Number of employees nationally with the expertise to support the requirements in this RFP:	15
Location(s) from which employees will be assigned for this project:	Texas & Michigan & Missouri

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:	
Legal Entity Name:	

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

Yes	Yes	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		No	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:	
State agency contact name:	
Dates when services were performed:	
Type of duties performed:	
Total dollar value of the contract:	

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	No

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	No

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

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	Yes	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.

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.

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.

4.1.11.1 Dun and Bradstreet Number

4.1.11.2 Federal Tax Identification Number

4.2 SUBCONTRACTOR INFORMATION

4.2.1 Does this proposal include the use of subcontractors?

Yes		No	No

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 #:	3237		
Company Name:	Peterson Farms Fresh, Inc		
Identify role company will have for this RFP project (Check appropriate role below):			
	VENDOR		***SUBCONTRACTOR***
Project Name:			
Primary Contact Information			
Name:			
Street Address:			
City, State, Zip:			
Phone, including area code:			
Facsimile, including area code:			
Email address:			
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:	
Original Project/Contract Start Date:	
Original Project/Contract End Date:	
Original Project/Contract Value:	
Final Project/Contract Date:	
Was project/contract completed in time originally allotted, and if not, why not?	Yes
Was project/contract completed within or under the original budget/ cost proposal, and if not, why not?	Yes

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

4.3.1.3 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.***

5. COST

Cost shall be submitted on the cost proposal score sheet for all food groups the Vendor is submitting a proposal for. All five fields (Servings per case, USDA foods draw down item number, pounds of USDA food draw down per case, Net price per case not including the value of USDA foods and Net Price per serving not including value of USDA foods) must be completed for each item in each food group submitted for proposal. (refer to ***Attachment H, Cost Schedule***).

6. FINANCIAL

6.1 PAYMENT

6.1.1 Pursuant to NRS 227.185 and NRS 333.450, the State shall pay claims for supplies, materials, equipment and services purchased under the provisions of this RFP electronically, unless determined by the State Controller that the electronic payment would cause the payee to suffer undue hardship or extreme inconvenience.

6.1.1.1 Before payment is made, the division shall verify that all invoiced charges are correct and financial conditions are in compliance with the contract and corresponding purchase order. Only properly submitted invoices shall be officially received for payment. Prompt payment requires that invoices be clear, complete and in compliance with conditions of this request for proposal and subsequent purchase orders.

6.1.1.2 Payment shall not be made until the finished end product is determined to meet all specifications and has been accepted by the division. Each invoice shall be itemized and shall include any applicable purchase order number. Payment for invoices that do not include itemized pricing information may be delayed until this information is received

6.1.1.3 The vendor shall submit charges to reflect the prices established for the items on the contract. Any changes in pricing must be approved in writing through an official contract amendment by both the vendor and the division before they are applicable. The vendor shall be paid after goods have been delivered and accepted as specified. A good faith dispute creates an exception to paying invoices within 30 days of receipt (prompt payment).

6.1.1.4 Invoices and Payment: Terms of payment for processing shall be thirty (30) days from the date the invoice is received by the Nevada Department of Agriculture. Invoices shall include the date the product was sent to the State warehouse, case price and total number of cases sent. Invoices are to be sent to the address indicated on the purchase order.

6.1.1.5 No fuel surcharges shall be allowed in this contract.

6.1.1.6 Billing Address:
Nevada Department of Agriculture
Food & Nutrition Division
405 S. 21 Street
Sparks, NV 89431
(775) 353-3758

6.2 BILLING

6.2.1 The State does not issue payment prior to receipt of goods or services.

6.2.2 The vendor must bill the State as outlined in the approved contract and/or payment schedule.

6.2.3 Vendors may propose an alternative payment option. Alternative payment options must be listed on ***Attachment I, Cost Proposal Certification of Compliance with Terms and Conditions of the RFP.*** Alternative payment options will be considered if deemed in the best interest of the State, project or service solicited herein.

7. WRITTEN QUESTIONS AND ANSWERS

In lieu of a pre-proposal conference, the Purchasing Division will accept questions and/or comments in writing regarding this RFP as noted below:

7.1 QUESTIONS AND ANSWERS

7.1.1 The RFP Question Submittal Form is located on the Solicitation Opportunities webpage at http://purchasing.nv.gov. Select the Solicitation Status, Questions dropdown and then scroll to the RFP number and the "Question" link.

7.1.2 The deadline for submitting questions is as specified in ***Section 8, RFP Timeline***.

7.1.3 All questions and/or comments will be addressed in writing. An email notification that the amendment has been posted to the Purchasing website will be issued on or about the date specified in ***Section 8, RFP Timeline***.

8. RFP TIMELINE

The following represents the proposed timeline for this project. All times stated are Pacific Time (PT). These dates represent a tentative schedule of events. The State reserves the right to modify these dates at any time.

Task	Date/Time
Deadline for submitting questions	04/04/2016 @ 5:00 PM
Answers posted to website	On or about 04/08/2016
Deadline for submittal of Reference Questionnaires	No later than 4:30 PM on 04/21/2016
Deadline for submission and opening of proposals	No later than 2:00 PM on 04/22/2016
Evaluation period (approximate time frame)	04/22/2016 - 05/04/2016
Selection of vendor	On or about 05/04/2016
Anticipated BOE approval	07/12/2016
Contract start date (contingent upon BOE approval)	07/12/2016

9. PROPOSAL SUBMISSION REQUIREMENTS, FORMAT AND CONTENT

9.1 GENERAL SUBMISSION REQUIREMENTS

Vendors' proposals must be packaged and submitted in counterparts; therefore, vendors must pay close attention to the submission requirements. Proposals will have a technical response, which may be composed of two (2) parts in the event a vendor determines that a portion of their technical response qualifies as "confidential" as defined within ***Section 2, Acronyms/Definitions.***

If complete responses cannot be provided without referencing confidential information, such confidential information must be provided in accordance with ***Section 9.3, Part I B – Confidential Technical and Section 9.5, Part III Confidential Financial Information.*** Specific references made to the tab, page, section and/or paragraph where the confidential information can be located must be identified on ***Attachment A, Confidentiality and Certification of Indemnification*** and comply with the requirements stated in ***Section 9.6, Confidentiality of Proposals.***

The remaining section is the Cost Proposal. Vendors may submit their proposal broken out into the three (3) sections required, or four (4) sections if confidential technical information is included, in a single box or package for shipping purposes.

The required CDs must contain information as specified in ***Section 9.6.4***.

Detailed instructions on proposal submission and packaging is listed below and vendors must submit their proposals as identified in the following sections. Proposals and CDs that do not comply with the following requirements may be deemed non-responsive and rejected at the State's discretion.

9.1.1 All information is to be completed as requested.

9.1.2 Each section within the technical proposal and cost proposal must be separated by clearly marked tabs with the appropriate section number and title as specified.

9.1.3 Although it is a public opening, only the names of the vendors submitting proposals will be announced per NRS 333.335(6). Technical and cost details about proposals submitted will not be disclosed. Assistance for handicapped, blind or hearing-impaired persons who wish to attend the RFP opening is available. If special arrangements are necessary, please notify the Purchasing Division designee as soon as possible and at least two (2) days in advance of the opening.

9.1.4 If discrepancies are found between two (2) or more copies of the proposal, the master copy will provide the basis for resolving such discrepancies. If one (1) copy of the proposal is not clearly marked "MASTER," the State may reject the proposal. However, the State may at its sole option, select one (1) copy to be used as the master.

9.1.5 For ease of evaluation, the proposal must be presented in a format that corresponds to and references sections outlined within this RFP and must be presented in the same order. Written responses must be in ***bold/italics*** and

placed immediately following the applicable RFP question, statement and/or section. Exceptions/assumptions to this may be considered during the evaluation process.

9.1.6 Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.

Unnecessarily elaborate responses beyond what is sufficient to present a complete and effective response to this RFP are not desired and may be construed as an indication of the proposer's lack of environmental and cost consciousness. Unless specifically requested in this RFP, elaborate artwork, corporate brochures, lengthy narratives, expensive paper, specialized binding, and other extraneous presentation materials are neither necessary nor desired.

The State of Nevada, in its continuing efforts to reduce solid waste and to further recycling efforts requests that proposals, to the extent possible and practical:

9.1.6.1 Be submitted on recycled paper;

9.1.6.2 Not include pages of unnecessary advertising;

9.1.6.3 Be printed on both sides of each sheet of paper; and

9.1.6.4 Be contained in re-usable binders or binder clips as opposed to spiral or glued bindings.

9.1.7 For purposes of addressing questions concerning this RFP, the sole contact will be the Purchasing Division as specified on Page 1 of this RFP. Upon issuance of this RFP, other employees and representatives of the agencies identified in the RFP will not answer questions or otherwise discuss the contents of this RFP with any prospective vendors or their representatives. Failure to observe this restriction may result in disqualification of any subsequent proposal per NAC 333.155(3). This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.

9.1.8 Any vendor who believes proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a request for administrative review, in writing, to the Purchasing Division. To be considered, a request for review must be received no later than the deadline for submission of questions.

The Purchasing Division shall promptly respond in writing to each written review request, and where appropriate, issue all revisions, substitutions or clarifications through a written amendment to the RFP.

Administrative review of technical or contractual requirements shall include the reason for the request, supported by factual information, and any proposed changes to the requirements.

9.1.9 If a vendor changes any material RFP language, vendor's response may be deemed non-responsive per NRS 333.311.

9.2 PART I A – TECHNICAL PROPOSAL

9.2.1 The technical proposal must include:

9.2.1.1 One (1) original marked "MASTER"; and
9.2.1.2 Four (4) identical copies.

9.2.2 The technical proposal ***must not include*** confidential technical information (refer to ***Section 9.3, Part I B, Confidential Technical***) or cost and/or pricing information. Cost and/or pricing information contained in the technical proposal may cause the proposal to be rejected.

9.2.3 Format and Content

9.2.3.1 Tab I – Title Page

The title page must include the following:

Part I A – Technical Proposal	
RFP Title:	USDA Foods Processing
RFP:	3237
Vendor Name:	
Address:	
Opening Date:	April 22, 2016
Opening Time:	2:00 PM

9.2.3.2 Tab II – Table of Contents

An accurate and updated table of contents must be provided.

9.2.3.3 Tab III – Vendor Information Sheet

The vendor information sheet completed with an original signature by an individual authorized to bind the organization must be included in this tab.

9.2.3.4 Tab IV – State Documents

The State documents tab must include the following:

A. The signature page from all amendments with an original signature by an individual authorized to bind the organization.

B. Attachment A – Confidentiality and Certification of Indemnification with an original signature by an individual authorized to bind the organization.

C. Attachment C – Vendor Certifications with an original signature by an individual authorized to bind the organization.

D. Attachment J – Certification Regarding Lobbying with an original signature by an individual authorized to bind the organization.

E. Copies of any vendor licensing agreements and/or hardware and software maintenance agreements.

F. Copies of applicable certifications and/or licenses.

9.2.3.5 Tab V - Attachment B, Technical Proposal Certification of Compliance with Terms and Conditions of RFP

A. ***Attachment B*** with an original signature by an individual authorized to bind the organization must be included in this tab.

B. If the exception and/or assumption require a change in the terms or wording of any section of the RFP, the contract, or any incorporated documents, vendors ***must*** provide the specific language that is being proposed on ***Attachment B***.

C. Only technical exceptions and/or assumptions should be identified on ***Attachment B***.

D. The State will not accept additional exceptions and/or assumptions if submitted after the proposal submission deadline. If vendors do not specify any exceptions and/or assumptions in detail at time of proposal submission, the State will not consider any additional exceptions and/or assumptions during negotiations.

9.2.3.6 Tab VI – Section 3 – Scope of Work

Vendors must place their written response(s) in ***bold/italics*** immediately following the applicable RFP question, statement and/or section.

9.2.3.7 Tab VII– Section 4 – Company Background and References

Vendors must place their written response(s) in ***bold/italics*** immediately following the applicable RFP question, statement and/or section. This section must also include the requested information in ***Section 4.2, Subcontractor Information***, if applicable.

9.2.3.8 Tab VIII – Attachment G – Proposed Staff Resume - ***Optional***

A. Vendors must include all proposed staff resumes per ***Section 4.4, Vendor Staff Resumes*** in this section.

B. This section should also include any subcontractor proposed staff resumes, if applicable.

9.2.3.9 Tab IX – Other Informational Material

Vendors must include any other applicable reference material in this section clearly cross referenced with the proposal.

9.3 PART I B – CONFIDENTIAL TECHNICAL PROPOSAL

9.3.1 Vendors only need to submit Part I B if the proposal includes any confidential technical information ***(Refer to Attachment A, Confidentiality and Certification of Indemnification)***.

9.3.2 The confidential technical proposal must include:

9.3.2.1 One (1) original marked "MASTER"; and
9.3.2.2 Four (4) identical copies.

9.3.3 Format and Content

9.3.3.1 Tab I – Title Page

The title page must include the following:

Part I B – Confidential Technical Proposal	
RFP Title:	USDA Foods Processing
RFP:	3237
Vendor Name:	
Address:	
Opening Date:	April 22, 2016
Opening Time:	2:00 PM

9.3.3.2 Tabs – Confidential Technical

Vendors must have tabs in the confidential technical information that cross reference back to the technical proposal, as applicable.

9.4 PART II – COST PROPOSAL

9.4.1 The cost proposal must include:

9.4.1.1 One (1) original marked "MASTER"; and
9.4.1.2 Four (4) identical copies.

9.4.2 The cost proposal must not be marked "confidential". Only information that is deemed proprietary per NRS 333.020(5)(a) may be marked as "confidential".

9.4.3 Format and Content

9.4.3.1 Tab I – Title Page

The title page must include the following:

Part II – Cost Proposal	
RFP Title:	USDA Foods Processing
RFP:	3237
Vendor Name:	
Address:	
Opening Date:	April 22, 2016
Opening Time:	2:00 PM

9.4.3.2 Tab II – Cost Proposal

Vendor's response for the cost proposal must be included in this tab.

9.4.3.3 Tab III – Attachment I, Cost Proposal Certification of Compliance with Terms and Conditions of RFP

A. ***Attachment I*** with an original signature by an individual authorized to bind the organization must be included in this tab.

B. In order for any cost exceptions and/or assumptions to be considered, vendors ***must*** provide the specific language that is being proposed in ***Attachment I.***

C. Only cost exceptions and/or assumptions should be identified on ***Attachment I***.

D. ***Do not restate*** the technical exceptions and/or assumptions on this form.

E. The State will not accept additional exceptions and/or assumptions if submitted after the proposal submission deadline. If vendors do not specify any exceptions and/or assumptions in detail at time of proposal submission, the State will not consider any additional exceptions and/or assumptions during negotiations.

9.5 PART III – CONFIDENTIAL FINANCIAL INFORMATION

9.5.1 The confidential financial information part must include:

9.5.1.1 One (1) original marked "MASTER"; and
9.5.1.2 One (1) identical copy.

9.5.2 Format and Content

9.5.2.1 Tab I – Title Page

The title page must include the following:

Part III – Confidential Financial Information	
RFP Title:	USDA Foods Processing
RFP:	3237
Vendor Name:	
Address:	
Opening Date:	April 22, 2016
Opening Time:	2:00 PM

9.5.2.2 Tab II – Financial Information and Documentation

Vendors must place the information required per ***Section 4.1.11*** in this tab.

9.6 CONFIDENTIALITY OF PROPOSALS

9.6.1 As a potential contractor of a public entity, vendors are advised that full disclosure is required by law.

9.6.2 Vendors are required to submit written documentation in accordance with ***Attachment A, Confidentiality and Certification of Indemnification*** demonstrating the material within the proposal marked "confidential" conforms to NRS §333.333, which states "Only specific parts of the proposal may be labeled a "trade secret" as defined in NRS §600A.030(5)". Not conforming to these requirements will cause your proposal to be deemed non-compliant and will not be accepted by the State of Nevada.

9.6.3 Vendors acknowledge that material not marked as "confidential" will become public record upon contract award.

9.6.4 The required CDs must contain the following:

9.6.4.1 One (1) **"Master"** CD with an exact duplicate of the technical and cost proposal contents only.

A. The electronic files must follow the format and content section for the technical and cost proposal.

B. The CD must be packaged in a case and clearly labeled as follows:

Master CD	
RFP No:	3237
Vendor Name:	
Contents:	Part IA – Technical Proposal Part IB – Confidential Technical Proposal Part II – Cost Proposal

9.6.4.2 One (1) **"Public Records CD"** which must include the technical and cost proposal contents to be used for public records requests.

A. This CD **must not** contain any confidential or proprietary information.

B. All electronic files ***must*** be saved in "PDF" format, with one file named Part IA – Technical Proposal and one (1) file named part II – Cost Proposal.

C. The **Cost Proposal** file should be also submitted in excel file format.

D. The CD must be packaged in a case and clearly labeled as follows:

Public Records CD	
RFP No:	3237
Vendor Name:	
Contents:	Part IA – Technical Proposal for Public Records Request Part II – Cost Proposal for Public Records Request

9.6.5 The Public Records submitted on the CD will be posted to the Purchasing Website upon the Notice of Award.

9.6.6 It is the vendor's responsibility to act in protection of the labeled information and agree to defend and indemnify the State of Nevada for honoring such designation.

9.6.7 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 release of said information.

9.7 PROPOSAL PACKAGING

9.7.1 If the separately sealed technical and cost proposals as well as confidential technical information and financial documentation, marked as required, are enclosed in another container for mailing purposes, the outermost container

must fully describe the contents of the package and be clearly marked as follows.

9.7.2 Vendors are encouraged to utilize the copy/paste feature of word processing software to replicate these labels for ease and accuracy of proposal packaging.

Heather Moon **State of Nevada, Purchasing Division** **515 E. Musser Street, Suite 300** **Carson City, NV 89701**	
RFP:	3237
OPENING DATE:	April 22, 2016
OPENING TIME:	2:00 PM
FOR:	USDA Foods Processing
VENDOR'S NAME:	

9.7.3 Proposals must be received at the address referenced below no later than the date and time specified in Section 8, RFP Timeline. Proposals that do not arrive by proposal opening time and date will not be accepted. Vendors may submit their proposal any time prior to the above stated deadline.

9.7.4 The State will not be held responsible for proposal envelopes mishandled as a result of the envelope not being properly prepared.

9.7.5 Email, facsimile, or telephone proposals will NOT be considered; however, at the State's discretion, the proposal may be submitted all or in part on electronic media, as requested within the RFP document. Proposal may be modified by email, facsimile, or written notice provided such notice is received prior to the opening of the proposals.

9.7.6 The technical proposal shall be submitted to the State in a sealed package and be clearly marked as follows:

Heather Moon **State of Nevada, Purchasing Division** **515 E. Musser Street, Suite 300** **Carson City, NV 89701**	
RFP:	3237
COMPONENT:	PART I A – TECHNICAL PROPOSAL
OPENING DATE:	April 22, 2016
OPENING TIME:	2:00 PM
FOR:	USDA Foods Processing
VENDOR'S NAME:	

9.7.7 If applicable, confidential technical information shall be submitted to the State in a sealed package and be clearly marked as follows:

Heather Moon **State of Nevada, Purchasing Division** **515 E. Musser Street, Suite 300**

Carson City, NV 89701	
RFP:	3237
COMPONENT:	PART I B – CONFIDENTIAL TECHNICAL PROPOSAL
OPENING DATE:	April 22, 2016
OPENING TIME:	2:00 PM
FOR:	USDA Foods Processing
VENDOR'S NAME:	

9.7.8 The cost proposal shall be submitted to the State in a sealed package and be clearly marked as follows:

Heather Moon **State of Nevada, Purchasing Division** **515 E. Musser Street, Suite 300** **Carson City, NV 89701**	
RFP:	3237
COMPONENT:	PART II – COST PROPOSAL
OPENING DATE:	April 22, 2016
OPENING TIME:	2:00 PM
FOR:	USDA Foods Processing
VENDOR'S NAME:	

9.7.9 Confidential financial information shall be submitted to the State in a sealed package and be clearly marked as follows:

Heather Moon **State of Nevada, Purchasing Division** **515 E. Musser Street, Suite 300** **Carson City, NV 89701**	
RFP:	3237
COMPONENT:	PART III - CONFIDENTIAL FINANCIAL INFORMATION
OPENING DATE:	April 22, 2016
OPENING TIME:	2:00 PM
FOR:	USDA Foods Processing
VENDOR'S NAME:	

9.7.10 The CDs shall be submitted to the State in a sealed package and be clearly marked as follows:

Heather Moon **State of Nevada, Purchasing Division** **515 E. Musser Street, Suite 300** **Carson City, NV 89701**	
RFP:	3237
COMPONENT:	CDs
OPENING DATE:	April 22, 2016
OPENING TIME:	2:00 PM

FOR:	USDA Foods Processing
VENDOR'S NAME:	

10. PROPOSAL EVALUATION AND AWARD PROCESS

The information in this section does not need to be returned with the vendor's proposal.

10.1 Proposals shall be consistently evaluated and scored in accordance with NRS 333.335(3) based upon the following criteria:

10.1.1 Demonstrated competence

10.1.2 Experience in performance of comparable engagements

10.1.3 Conformance with the terms of this RFP

The above three items will be evaluated on a pass fail basis.

10.1.4 Cost

Cost shall be submitted on the cost proposal score sheet (***Attachment H)*** for all food groups the vendor is submitting a proposal for. All three fields (Servings per case, USDA Foods draw down item number, pounds of USDA food draw down per case, net price per case not including the value of USDA foods and net price per serving not including value of USDA foods) must be completed for all items in each food group that the vendor is submitted a proposal for. Multiple food groups can be completed on one sheet if the vendor is submitting a proposal for more than one food group.

10.1.5 Sample Products for Evaluation

10.1.5.1 Prior to contract award, only qualified vendors will be requested to submit one (1) case of each product included in their proposal, with cooking instructions, for comparison testing and insurance of product acceptability;

10.1.5.2 Vendor must submit samples and product specifications for the entire group, otherwise the proposal for that food group will not be considered. NDA will provide notification of requested samples;

10.1.5.3 ONLY two products per food item can be submitted for proposal. If more than two products per food item are submitted, the proposal will not be considered.

10.1.5.4 The costs of samples and sample delivery are the responsibility of the vendor. The State shall not be responsible for the delivered conditions of the samples.

10.1.5.5 Each case shall contain a minimum of 50 samples of each product and cooking/preparation instructions. Sample size should be an

appropriate quantity for 50 taste tests and does not need to be the full portion size listed.

10.1.5.6 Requested samples must be received at the following address no later than May 2, 2016: RFP Evaluation Committee, c/o State Purchasing Warehouse, 2250 Barnett Way, Reno, NV 89512.

****Please do not send samples unless requested to do so****

10.1.5.7 Vendors who meet the evaluation criteria specified above will be requested to send samples that will be evaluated for taste and visual appearance.

10.1.5.8 Each food sample will be evaluated for taste and visual appearance.

Proposals shall be kept confidential until a contract is awarded.

10.2 The evaluation committee may also contact the references provided in response to the Section identified as Company Background and References; contact any vendor to clarify any response; contact any current users of a vendor's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The evaluation committee shall not be obligated to accept the lowest priced proposal, but shall make an award in the best interests of the State of Nevada per NRS 333.335(5).

10.3 Each vendor must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigations pending which involves the vendor or in which the vendor has been judged guilty or liable. Failure to comply with the terms of this provision may disqualify any proposal. The State reserves the right to reject any proposal based upon the vendor's prior history with the State or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures. See generally, NRS 333.335.

10.4 Clarification discussions may, at the State's sole option, be conducted with vendors who submit proposals determined to be acceptable and competitive per NAC 333.165. Vendors shall be accorded fair and equal treatment with respect to any opportunity for discussion and/or written revisions of proposals. Such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing vendors. Any modifications made to the original proposal during the best and final negotiations will be included as part of the contract.

10.5 A Notification of Intent to Award shall be issued in accordance with NAC 333.170. Any award is contingent upon the successful negotiation of final contract terms and upon approval of the Board of Examiners, when required. Negotiations shall be confidential and not subject to disclosure to competing vendors unless and until an agreement is reached. If contract negotiations cannot be concluded successfully, the State upon written notice to all vendors may negotiate a contract with the next highest scoring vendor or withdraw the RFP.

10.6 Any contract resulting from this RFP shall not be effective unless and until approved by the Nevada State Board of Examiners (NRS 333.700).

11. TERMS AND CONDITIONS

11.1 PROCUREMENT AND PROPOSAL TERMS AND CONDITIONS

The information in this section does not need to be returned with the vendor's proposal. However, if vendors have any exceptions and/or assumptions to any of the terms and conditions in this section, they MUST identify in detail their exceptions and/or assumptions on ***Attachment B, Technical Proposal Certification of Compliance.*** In order for any exceptions and/or assumptions to be considered they **MUST** be documented in ***Attachment B***. The State will not accept additional exceptions and/or assumptions if submitted after the proposal submission deadline.

11.1.1 This procurement is being conducted in accordance with NRS Chapter 333 and NAC Chapter 333.

11.1.2 The State reserves the right to alter, amend, or modify any provisions of this RFP, or to withdraw this RFP, at any time prior to the award of a contract pursuant hereto, if it is in the best interest of the State to do so.

11.1.3 The State reserves the right to waive informalities and minor irregularities in proposals received.

11.1.4 For ease of responding to the RFP, vendors are encouraged to download the RFP from the Purchasing Division's website at http://purchasing.nv.gov.

11.1.5 The failure to separately package and clearly mark ***Part I B and Part III*** – which contains confidential information, trade secrets and/or proprietary information, shall constitute a complete waiver of any and all claims for damages caused by release of the information by the State.

11.1.6 Proposals must include any and all proposed terms and conditions, including, without limitation, written warranties, maintenance/service agreements, license agreements and lease purchase agreements. The omission of these documents renders a proposal non-responsive.

11.1.7 The State reserves the right to reject any or all proposals received prior to contract award (NRS 333.350).

11.1.8 The State shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the State of Nevada after all factors have been evaluated (NRS 333.335).

11.1.9 Any irregularities or lack of clarity in the RFP should be brought to the Purchasing Division designee's attention as soon as possible so that corrective addenda may be furnished to prospective vendors.

11.1.10 A description of how any and all services and/or equipment will be used to meet the requirements of this RFP shall be given, in detail, along with any additional informational documents that are appropriately marked.

11.1.11 Alterations, modifications or variations to a proposal may not be considered unless authorized by the RFP or by addendum or amendment.

11.1.12 Proposals which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected.

11.1.13 Proposals from employees of the State of Nevada will be considered in as much as they do not conflict with the State Administrative Manual, NRS Chapter 281 and NRS Chapter 284.

11.1.14 Proposals may be withdrawn by written or facsimile notice received prior to the proposal opening time. Withdrawals received after the proposal opening time will not be considered except as authorized by NRS 333.350(3).

11.1.15 Prices offered by vendors in their proposals are an irrevocable offer for the term of the contract and any contract extensions. The awarded vendor agrees to provide the purchased services at the costs, rates and fees as set forth in their proposal in response to this RFP. No other costs, rates or fees shall be payable to the awarded vendor for implementation of their proposal.

11.1.16 The State is not liable for any costs incurred by vendors prior to entering into a formal contract. Costs of developing the proposal or any other such expenses incurred by the vendor in responding to the RFP, are entirely the responsibility of the vendor, and shall not be reimbursed in any manner by the State.

11.1.17 Proposals submitted per proposal submission requirements become the property of the State, selection or rejection does not affect this right; proposals will be returned only at the State's option and at the vendor's request and expense. The masters of the technical proposal, confidential technical proposal, cost proposal and confidential financial information of each response shall be retained for official files.

11.1.18 The Nevada Attorney General will not render any type of legal opinion regarding this transaction.

11.1.19 Any unsuccessful vendor may file an appeal in strict compliance with NRS 333.370 and Chapter 333 of the Nevada Administrative Code.

11.2 CONTRACT TERMS AND CONDITIONS

The information in this section does not need to be returned with the vendor's proposal. However, if vendors have any exceptions and/or assumptions to any of the terms and conditions in this section, they MUST identify in detail their exceptions and/or assumptions on ***Attachment B, Technical Proposal Certification of Compliance.*** In order for any exceptions and/or assumptions to be considered they **MUST** be documented in ***Attachment B***. The State will not accept additional exceptions and/or assumptions if submitted after the proposal submission deadline.

11.2.1 The awarded vendor will be the sole point of contract responsibility. The State will look solely to the awarded vendor for the performance of all contractual obligations which may result from an award based on this RFP, and the awarded vendor shall not be relieved for the non-performance of any or all subcontractors.

11.2.2 The awarded vendor must maintain, for the duration of its contract, insurance coverages as set forth in the Insurance Schedule of the contract form appended to this RFP. Work on the contract shall not begin until after the awarded vendor has submitted acceptable evidence of the required insurance coverages. Failure to maintain any required insurance coverage or acceptable alternative method of insurance will be deemed a breach of contract.

11.2.3 The State will not be liable for Federal, State, or Local excise taxes per NRS 372.325.

11.2.4 ***Attachment B and Attachment I*** of this RFP shall constitute an agreement to ***all*** terms and conditions specified in the RFP, except such terms and conditions that the vendor expressly excludes. Exceptions and 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.

11.2.5 The State reserves the right to negotiate final contract terms with any vendor selected per NAC 333.170. The contract between the parties will consist of the RFP together with any modifications thereto, and the awarded vendor's proposal, together with any modifications and clarifications thereto that are submitted at the request of the State during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, any modifications and clarifications to the awarded vendor's proposal, the RFP, and the awarded vendor's proposal. Specific exceptions to this general rule may be noted in the final executed contract.

11.2.6 Local governments (as defined in NRS 332.015) are intended third party beneficiaries of any contract resulting from this RFP and any local government

may join or use any contract resulting from this RFP subject to all terms and conditions thereof pursuant to NRS 332.195. The State is not liable for the obligations of any local government which joins or uses any contract resulting from this RFP.

11.2.7 Any person who requests or receives a Federal contract, grant, loan or cooperative agreement shall file with the using agency a certification that the person making the declaration has not made, and will not make, any payment prohibited by subsection (a) of 31 U.S.C. 1352.

11.2.8 Pursuant to NRS Chapter 613 in connection with the performance of work under this contract, the contractor agrees not to unlawfully discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation apprenticeship.

The contractor further agrees to insert this provision in all subcontracts, hereunder, except subcontracts for standard commercial supplies or raw materials.

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	NO
Justification for Confidential Status			

A Public Records CD has been included for the Technical and Cost Proposal			
YES		NO (See note below)	NO
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		NO	NO
Justification for Confidential Status			

Peterson Farms Fresh, Inc.
Company Name

Signature

Matt Bowles
Print Name

4/5/2016
Date

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

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 Yes 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.

Peterson Farms Fresh, Inc.
Company Name

Signature

Matt Bowles
Print Name

4/5/2016
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

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.

Peterson Farms Fresh Inc.

Vendor Company Name

Vendor Signature

MATT BAWLES

Print Name

4/5/16

Date

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

For Purchasing Use Only:
RFP/Contract #

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

A Contract Between the State of Nevada
Acting by and Through Its

Contracting Agency Name
Address
City, State, Zip Code
Contact:
Phone: Fax:
Email:

and

Vendor Name Peterson Farms Fresh, Inc
Address 3104 W. Baseline Road
City, State, Zip Code Shelby, MI 49455
Contact: Matt Bowles
Phone: 817-913-0520 Fax: 231-861-5350
Email: mbowles@petersonfarmsinc.com

WHEREAS, NRS 333.700 authorizes elective officers, heads of departments, boards, commissions or institutions to engage, subject to the approval of the Board of Examiners (BOE), services of persons as independent contractors; and

WHEREAS, it is deemed that the service of Contractor is both necessary and in the best interests of the State of Nevada.

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by the Nevada State Board of Examiners.

2. **DEFINITIONS.**

   A. "State" – means the State of Nevada and any State agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.

   B. "Independent Contractor" – means a person or entity that performs services and/or provides goods for the State under the terms and conditions set forth in this Contract.

   C. "Fiscal Year" – is defined as the period beginning July 1st and ending June 30th of the following year.

   D. "Current State Employee" – means a person who is an employee of an agency of the State.

   E. "Former State Employee" – means a person who was an employee of any agency of the State at any time within the preceding 24 months.

3. **CONTRACT TERM.** This Contract shall be effective as noted below, unless sooner terminated by either party as specified in *Section 10, Contract Termination.* Contract is subject to Board of Examiners' approval (anticipated to be Date).

Effective from:	Date 7/12/2016	To:	Date 6/30/2017

4. **NOTICE**. Unless otherwise specified, termination shall not be effective until 30 calendar days after a party has served written notice of termination for default, or notice of termination without cause upon the other party. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, posted prepaid on the date posted, and addressed to the other party at the address specified above.

5. **INCORPORATED DOCUMENTS**. The parties agree that this Contract, inclusive of the following attachments, specifically describes the scope of work. This Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT AA:	STATE SOLICITATION OR RFP:**** and AMENDMENT(S) **
ATTACHMENT BB:	INSURANCE SCHEDULE
ATTACHMENT CC:	CONTRACTOR'S RESPONSE

A Contractor's attachment shall not contradict or supersede any State specifications, terms or conditions without written evidence of mutual assent to such change appearing in this Contract.

6. **CONSIDERATION**. The parties agree that Contractor will provide the services specified in *Section 5, Incorporated Documents* at a cost as noted below:

$0	per	

Total Contract or installments payable at:	

Total Contract Not to Exceed:	$

The State does not agree to reimburse Contractor for expenses unless otherwise specified in the incorporated attachments. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of legislative appropriation may require.

7. **ASSENT**. The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations specified.

8. **BILLING SUBMISSION: TIMELINESS**. The parties agree that timeliness of billing is of the essence to the Contract and recognize that the State is on a fiscal year. All billings for dates of service prior to July 1 must be submitted to the state no later than the first Friday in August of the same calendar year. A billing submitted after the first Friday in August, which forces the State to process the billing as a stale claim pursuant to NRS 353.097, will subject the Contractor to an administrative fee not to exceed one hundred dollars ($100.00). The parties hereby agree this is a reasonable estimate of the additional costs to the state of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to the Contractor.

9. **INSPECTION & AUDIT**.

   A. Books and Records. Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all State and federal regulations and statutes.

   B. Inspection & Audit. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by the State Auditor, the relevant

State agency or its contracted examiners, the department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the state Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect requirements of this Section.

C. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three (3) years, and for five (5) years if any federal funds are used pursuant to the Contract. The retention period runs from the date of payment for the relevant goods or services by the state, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is schedule or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. **CONTRACT TERMINATION.**

A. Termination Without Cause. Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon written notice by mutual consent of both parties, or unilaterally by either party without cause.

B. State Termination for Non-Appropriation. The continuation of this Contract beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the state Legislature and/or federal sources. The State may terminate this Contract, and Contractor waives any and all claims(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the contracting Agency's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.

C. Cause Termination for Default or Breach. A default or breach may be declared with or without termination. This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:

1) If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or

2) If any State, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

3) If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or

4) If the State materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or

5) If it is found by the State that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the State of Nevada with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or

6) If it is found by the State that Contractor has failed to disclose any material conflict of interest relative to the performance of this Contract.

D. Time to Correct. Termination upon declared default or breach may be exercised only after service of formal written notice as specified in *Section 4, Notice*, and the subsequent failure of the defaulting party within fifteen (15) calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.

E. Winding Up Affairs Upon Termination. In the event of termination of this Contract for any reason, the parties agree that the provisions of this Section survive termination:

1) The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold

performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;

2) Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the Contracting Agency;

3) Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the Contracting Agency;

4) Contractor shall preserve, protect and promptly deliver into State possession all proprietary information in accordance with *Section 21, State Ownership of Proprietary Information.*

11. **REMEDIES**. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall include without limitation one hundred and twenty-five dollars ($125.00) per hour for State-employed attorneys. The State may set off consideration against any unpaid obligation of Contractor to any State agency in accordance with NRS 353C.190. In the event that the Contractor voluntarily or involuntarily becomes subject to the jurisdiction of the Bankruptcy Court, the State may set off consideration against any unpaid obligation of Contractor to the State or its agencies, to the extent allowed by bankruptcy law, without regard to whether the procedures of NRS 353C.190 have been utilized.

12. **LIMITED LIABILITY**. The State will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the incorporated attachments. Damages for any State breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the breach. Damages for any Contractor breach shall not exceed one hundred and fifty percent (150%) of the Contract maximum "not to exceed" value. Contractor's tort liability shall not be limited.

13. **FORCE MAJEURE**. Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

14. **INDEMNIFICATION**. To the fullest extent permitted by law Contractor shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents.

15. **INDEPENDENT CONTRACTOR**. Contractor is associated with the State only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract, Contractor is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the State whatsoever with respect to the indebtedness, liabilities, and obligations of Contractor or any other party. Contractor shall be solely responsible for, and the State shall have no obligation with respect to: (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to employees of the State; (4) participation or contributions by either Contractor or the State to the Public Employees Retirement System; (5) accumulation of vacation leave or sick leave; or (6) unemployment compensation coverage provided by the State. Contractor shall indemnify and hold State harmless from, and defend State against, any and all coverage provided by the State. Contractor shall indemnify and hold State harmless from, and defend State against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees. Neither Contractor nor its employees, agents, nor representatives shall be considered employees, agents, or representatives of the State and Contractor shall evaluate the nature of services and the term of the Contract negotiated in order to determine "independent contractor" status, and shall monitor the work, relationship throughout the term of the Contract to ensure that the independent contractor relationship remains as such. To assist in determining the appropriate status (employee or independent contractor), Contractor represents as follows:

QUESTION		CONTRACTOR'S INITIALS	
		YES	NO
1.	Does the Contracting Agency have the right to require control of when, where and how the independent contractor is to work?		MB
2.	Will the Contracting Agency be providing training to the independent contractor?		MB
3.	Will the Contracting Agency be furnishing the independent contractor with worker's space, equipment, tools, supplies or travel expenses?		MB
4.	Are any of the workers who assist the independent contractor in performance of his/her duties employees of the State of Nevada?		MB
5.	Does the arrangement with the independent contractor contemplate continuing or recurring work (even if the services are seasonal, part-time, or of short duration)?		MB
6.	Will the State of Nevada incur an employment liability if the independent contractor is terminated for failure to perform?		MB
7.	Is the independent contractor restricted from offering his/her services to the general public while engaged in this work relationship with the State?		MB

16. **INSURANCE SCHEDULE.** Unless expressly waived in writing by the State, Contractor, as an independent contractor and not an employee of the State, must carry policies of insurance and pay all taxes and fees incident hereunto. Policies shall meet the terms and conditions as specified within this Contract along with the additional limits and provisions as described in *Attachment BB*, incorporated hereto by attachment. The State shall have no liability except as specifically provided in the Contract.

The Contractor shall not commence work before:

1) Contractor has provided the required evidence of insurance to the Contracting Agency of the State, and
2) The State has approved the insurance policies provided by the Contractor.

Prior to approval of the insurance policies by the State shall be a condition precedent to any payment of consideration under this Contract and the State's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent to this Contract. Any failure of the State to timely approve shall not constitute a waiver of the condition.

A. Insurance Coverage. The Contractor shall, at the Contractor's sole expense, procure, maintain and keep in force for the duration of the Contract insurance conforming to the minimum limits as specified in *Attachment BB*, incorporated hereto by attachment. Unless specifically stated herein or otherwise agreed to by the State, the required insurance shall be in effect prior to the commencement of work by the Contractor and shall continue in force as appropriate until:

1) Final acceptance by the State of the completion of this Contract; or
2) Such time as the insurance is no longer required by the State under the terms of this Contract; whichever occurs later.

Any insurance or self-insurance available to the State shall be in excess of and non-contributing with, any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the State, Contractor shall provide the State with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the State and immediately replace such insurance or bond with an insurer meeting the requirements.

B. General Requirements.

1) Additional Insured: By endorsement to the general liability insurance policy, the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 shall be named as additional insureds for all liability arising from the Contract.

2) Waiver of Subrogation: Each insurance policy shall provide for a waiver of subrogation against the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 for losses arising from work/materials/equipment performed or provided by or on behalf of the Contractor.

3) Cross Liability: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.

4) Deductibles and Self-Insured Retentions: Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the State. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed fifty thousand dollars ($50,000.00) per occurrence, unless otherwise approved by the Risk Management Division.

5) Policy Cancellation: Except for ten (10) days notice for non-payment of premiums, each insurance policy shall be endorsed to state that without thirty (30) days prior written notice to the State of Nevada, c/o Contracting Agency, the policy shall not be canceled, non-renewed or coverage and/or limits reduced or materially altered, and shall provide that notices required by this Section shall be sent by certified mail to the address shown on page one (1) of this contract.

6) Approved Insurer: Each insurance policy shall be:

   a) Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made; and

   b) Currently rated by A.M. Best as "A-VII" or better.

C. Evidence of Insurance.

Prior to the start of any work, Contractor must provide the following documents to the contracting State agency:

1) Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the State to evidence the insurance policies and coverages required of Contractor. The certificate must name the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 as the certificate holder. The certificate should be signed by a person authorized by the insurer to bind coverage on its behalf. The State project/Contract number; description and Contract effective dates shall be noted on the certificate, and upon renewal of the policies listed, Contractor shall furnish the State with replacement certificates as described within *Section 16A, Insurance Coverage.*

   Mail all required insurance documents to the State Contracting Agency identified on Page one of the Contract.

2) Additional Insured Endorsement: An Additional Insured Endorsement (CG 20 10 11 85 or CG 20 26 11 85), signed by an authorized insurance company representative, must be submitted to the State to evidence the endorsement of the State as an additional insured per *Section 16 B, General Requirements.*

3) Schedule of Underlying Insurance Policies: If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the underlying Schedule from the Umbrella or Excess insurance policy may be required.

4) Review and Approval: Documents specified above must be submitted for review and approval by the State prior to the commencement of work by Contractor. Neither approval by the State nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its subcontractors, employees or agents to the State or others, and shall be in

addition to and not in lieu of any other remedy available to the State under this Contract or otherwise. The State reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

17. **COMPLIANCE WITH LEGAL OBLIGATIONS.** Contractor shall procure and maintain for the duration of this Contact any State, county, city or federal license, authorization, waiver, permit qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and NRS 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. The State may set-off against consideration due any delinquent government obligation in accordance with NRS 353C.190.

18. **WAIVER OF BREACH**. Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

19. **SEVERABILITY.** If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

20. **ASSIGNMENT/DELEGATION.** To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by State, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall neither assign, transfer nor delegate any rights, obligations nor duties under this Contract without the prior written consent of the State.

21. **STATE OWNERSHIP OF PROPRIETARY INFORMATION**. Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under the Contract), or any other documents or drawings, prepared or in the course of preparation by Contractor (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of the State and all such materials shall be delivered into State possession by Contractor upon completion, termination, or cancellation of this Contract. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without the prior written consent of the State. Notwithstanding the foregoing, the State shall have no proprietary interest in any materials licensed for use by the State that are subject to patent, trademark, or copyright protection.

22. **PUBLIC RECORDS**. Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The State has a legal obligation to disclose such information unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that Contractor thereby agrees to indemnify and defend the State for honoring such a designation. The failure to so label any document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

23. **CONFIDENTIALITY**. Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise required by this Contract.

24. **FEDERAL FUNDING**. In the event federal funds are used for payment of all or part of this Contract:

    A. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt 67, Section 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

    B. Contractor and its subcontracts shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted there under contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

C. Contractor and it subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)

25. **LOBBYING.** The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

A. Any federal, State, county or local agency, legislature, commission, council or board;

B. Any federal, State, county or local legislator, commission member, council member, board member, or other elected official; or

C. Any officer or employee of any federal, State, county or local agency; legislature, commission, council or board.

26. **WARRANTIES.**

A. General Warranty. Contractor warrants that all services, deliverables, and/or work products under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry, shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.

B. System Compliance. Contractor warrants that any information system application(s) shall not experience abnormally ending and/or invalid and/or incorrect results from the application(s) in the operating and testing of the business of the State.

27. **PROPER AUTHORITY.** The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. Contractor acknowledges that as required by statute or regulation this Contract is effective only after approval by the State Board of Examiners and only for the period of time specified in the Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.

28. **NOTIFICATION OF UTILIZATION OF CURRENT OR FORMER STATE EMPLOYEES.** Contractor has disclosed to the State all persons that the Contractor will utilize to perform services under this Contract who are Current State Employees or Former State Employees. Contractor will not utilize any of its employees who are Current State Employees or Former State Employees to perform services under this Contract without first notifying the Contracting Agency of the identity of such persons and the services that each such person will perform, and receiving from the Contracting Agency approval for the use of such persons.

29. **ASSIGNMENT OF ANTITRUST CLAIMS.** Contractor irrevocably assigns to the State any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of State of Nevada or federal antitrust laws in connection with any goods or services provided to the Contractor for the purpose of carrying out the Contractor's obligations under this Contract, including, at the State's option, the right to control any such litigation on such claim for relief or cause of action. Contractor shall require any subcontractors hired to perform any of Contractor's obligations under this Contract to irrevocably assign to the State, as third party beneficiary, any right, title or interest that has accrued or which may accrue in the future by reason of any violation of State of Nevada or federal antitrust laws in connection with any goods or services provided to the subcontractor for the purpose of carrying out the subcontractor's obligations to the Contractor in pursuance of this Contract, including, at the State's option, the right to control any such litigation on such claim or relief or cause of action.

30. **GOVERNING LAW: JURISDICTION.** This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of the First Judicial District Court, Carson City, Nevada for enforcement of this Contract.

31. **ENTIRE CONTRACT AND MODIFICATION.** This Contract and its integrated attachment(s) constitute the entire agreement of the parties and as such are intended to be the complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this

Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Office of the Attorney General and the State Board of Examiners.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

Independent Contractor's Signature	Date 4/5/2016	Independent Contractor's Title Sales Manager - Mid Central
Signature	Date	Title
Signature	Date	Title
Signature	Date	Title

APPROVED BY BOARD OF EXAMINERS

Signature – Board of Examiners

On:

Date

Approved as to form by:

On:

Deputy Attorney General for Attorney General

Date

ATTACHMENT E

3237 – INSURANCE SCHEDULE

INDEMNIFICATION CLAUSE:

Contractor shall indemnify, hold harmless and, not excluding the State's right to participate, defend the State, its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against all liabilities, claims, actions, damages, losses, and expenses including without limitation reasonable attorneys' fees and costs, (hereinafter referred to collectively as "claims") for bodily injury or personal injury including death, or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State.

INSURANCE REQUIREMENTS:

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

1. **Commercial General Liability – Occurrence Form**
   Policy shall include bodily injury, property damage and broad form contractual liability coverage.
   - General Aggregate $2,000,000
   - Products – Completed Operations Aggregate $1,000,000
   - Personal and Advertising Injury $1,000,000
   - Each Occurrence $1,000,000

   a. The policy shall be endorsed to include the following additional insured language: "The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

2. **Automobile Liability**
   Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

   Combined Single Limit (CSL) $1,000,000

a. The policy shall be endorsed to include the following additional insured language: "The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

3. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	$100,000
Disease – Each Employee	$100,000
Disease – Policy Limit	$500,000

a. Policy shall contain a waiver of subrogation against the State of Nevada.

b. This requirement shall not apply when a contractor or subcontractor is exempt under N.R.S., **AND** when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

4. **Professional Liability (Errors and Omissions Liability)**
The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

Each Claim	$1,000,000
Annual Aggregate	$2,000,000

a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the State of Nevada, Department (Division) of _____ is named as an additional insured, the State of Nevada shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.

2 The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the State, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to **(State agency Representative's Name & Address)**.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Nevada and with an "A.M. Best" rating of not less than A-VII. The State in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State with certificates of insurance (ACORD form or equivalent approved by the State) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the State before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **(State Agency Representative's Name and Address)**. The State project/contract number and project description shall be noted on the certificate of insurance. The State reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies **or** Contractor shall furnish to the State separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the Risk Management Division or the Attorney General's Office, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

State of Nevada
Department of Administration

Purchasing Division

515 E. Musser Street, Suite 300
Carson City, NV 89701

Brian Sandoval
Governor

Patrick Cates
Director

Jeffrey Haag
Administrator

BUSINESS REFERENCE'S RESPONSE TO REFERENCE QUESTIONNAIRE FOR

STATE OF NEVADA REQUEST FOR PROPOSAL (RFP) 3237

USDA FOODS PROCESSING

PART A – TO BE COMPLETED BY PROPOSING VENDOR – *Please type or print*	
Name of Company Submitting Proposal:	Peterson Farms Fresh, Inc.

PART B – IF APPLICABLE, NAME OF COMPANY ACTING AS SUBCONTRACTOR FOR VENDOR IDENTIFIED IN PART A – *Please type or print*	
Name of Subcontractor:	N/A

PART C – BUSINESS REFERENCE INSTRUCTIONS	
1.	This Reference Questionnaire is being submitted to your organization for completion as a business reference for the company listed in Part A or Part B, above.
2.	Business reference is requested to submit the completed Reference Questionnaire via email or facsimile to: State of Nevada, Purchasing Division Subject: ***RFP 3237*** ***Attention:*** ***Purchasing Division*** Email: rfpdocs@admin.nv.gov Fax: 775-684-0188 Please reference the RFP number in the subject line of the email or on the fax.
3.	The completed Reference Questionnaire **MUST** be received ***no later than 4:30 PM PT 04/21/16***
4.	Do **NOT** return the Reference Questionnaire to the Proposer (Vendor).
5.	In addition to the Reference Questionnaire, the State may contact references by phone for further clarification, if necessary.
6.	Questions regarding the Reference Questionnaire or process should be directed to the individual identified on the RFP cover page.
7.	When contacting the State, please be sure to include the RFP number listed at the top of this page.
8.	We request all questions be answered. If an answer is not known please answer as "U/K". If the question is not applicable please answer as "N/A".
9.	If you need additional space to answer a question or provide a comment, please attach additional pages. If attaching additional pages, please place your company/organization name on each page and reference the RFP # noted at the top of this page.

PART D – COMPANY PROVIDING REFERENCE – *Please type or print* CONFIDENTIAL INFORMATION WHEN COMPLETED	
Company Providing Reference:	
Contact Name:	
Title:	
Contact Telephone:	
Contact Email Address:	

RATING SCALE:

Where a rating is requested and using the Rating Scale provided below, rate the following questions by noting the appropriate number for each item. Please provide any additional comments you feel would be helpful to the State regarding this contractor.

Category	Rating
Poor or Inadequate Performance	0
Below Average Performance	1 – 3
Average Performance	4 – 6
Above Average Performance	7 – 9
Excellent Performance	10

PART E – QUESTIONS:

1. In what capacity have you worked with this vendor in the past?

2. Rate the firm's knowledge and expertise.	**RATING:**
Comments:	

3. Rate the vendor's flexibility relative to changes in the project scope and timelines.	**RATING:**
Comments:	

4. Rate your level of satisfaction with hard copy materials produced by the vendor.	**RATING:**
Comments:	

5. Rate the dynamics/interaction between the vendor and your staff.	**RATING:**
Comments:	

6. Rate your satisfaction with the products developed by the vendor.	**RATING:**
Comments:	

7. Rate how well the agreed upon, planned schedule was consistently met and deliverables provided on time. *(This pertains to delays under the control of the vendor.)*	**RATING:**
Comments:	

8. Rate the overall customer service and timeliness in responding to customer service inquiries, issues and resolutions.	**RATING:**
Comments:	

9. Rate the knowledge of the vendor's assigned staff and their ability to accomplish duties as contracted.	**RATING:**
Comments:	

10. Rate the accuracy and timeliness of the vendor's billing and/or invoices.	**RATING:**
Comments:	

11. Rate the vendor's ability to quickly and thoroughly resolve a problem related to the services provided.	**RATING:**
Comments:	

12. Rate the vendor's flexibility in meeting business requirements.	**RATING:**
Comments:	

13. Rate the likelihood of your company/organization recommending this vendor to others in the future.	**RATING:**
Comments:	

14. With which aspect(s) of this vendor's services are you most satisfied?
Comments:

15. With which aspect(s) of this vendor's services are you least satisfied?
Comments:

16. Would you recommend this vendor to your organization again?
Comments:

PART F – GENERAL INFORMATION:

1. During what time period did the vendor provide these services for your organization?				
Month/Year:		TO:	Month/Year:	

ATTACHMENT F – REFERENCE QUESTIONNAIRE

The State of Nevada, as a part of the RFP process, requires proposing vendors to submit business references as required within this document. The purpose of these references is to document the experience relevant to the scope of work and provide assistance in the evaluation process.

INSTRUCTIONS TO PROPOSING VENDOR	
1.	Proposing vendor or vendor's proposed subcontractor **MUST** complete Part A and/or Part B of the Reference Questionnaire.
2.	Proposing vendor **MUST** send the Reference Questionnaire to **EACH** business reference listed for completion of Part D, Part E and Part F.
3.	Business reference is requested to submit the completed Reference Questionnaire via email or facsimile to: State of Nevada, Purchasing Division Subject: ***RFP 3237*** Attention: ***Purchasing Division*** Email: rfpdocs@admin.nv.gov Fax: 775-684-0188 Please reference the RFP number in the subject line of the email or on the fax.
4.	The completed Reference Questionnaire **MUST** be received ***no later than 4:30 PM PT 04/21/16***
5.	Business references are **NOT** to return the Reference Questionnaire to the Proposer (Vendor).
6.	In addition to the Reference Questionnaire, the State may contact any and all business references by phone for further clarification, if necessary.
7.	Questions regarding the Reference Questionnaire or process should be directed to the individual identified on the RFP cover page.
8.	Reference Questionnaires not received, or not complete, may adversely affect the vendor's score in the evaluation process.

Reference Questionnaire - 10-12

To open the document, double click on the icon.

If you are unable to access the above inserted file once you have doubled clicked on the icon, please contact Nevada State Purchasing at srvpurch@admin.nv.gov for an emailed copy.

RFP 3237 Cost Proposal

Vendor Name:	Peterson Farms Fresh					
Food Group	Food Item	Servings per case	USDA Foods Draw Down Item number	Pounds of USDA Foods Draw Down per Case	Net Price Per Case (Not including value of USDA Foods)	Net Price Per Serving (Not including value of USDA Foods)
Apples for processing	#1 Cinn Applesauce Unsweetened	96	110149	30	$20.00 for 6 pallets (384 cases)	.21 per cup
Apples for processing	#1 Cinn Applesauce Unsweetened	96	110149	30	$19.25 for 12 pallets (768 cs)	.20 per cup
Apples for processing	#1 Cinn Applesauce Unsweetened	96	110149	30	$18.50 for FT 24 pallets (1536 cs)	.19 per cup
Apples for processing	#2 Strbrry Applesauce Unsweetened	96	110149	30	$20.00 for 6 pallets (384 cases)	.21 per cup
Apples for processing	#2 Strbrry Applesauce Unsweetened	96	110149	30	$19.25 for 12 pallets (768 cs)	.20 per cup
Apples for processing	#2 Strbrry Applesauce Unsweetened	96	110149	30	$18.50 for FT 24 pallets (1536 cs)	.19 per cup

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: _____ 4/5/2016
Signature of Official Authorized to Sign Application — Date

For: Peterson Farms Fresh, Inc.
Vendor Name

Proposal 3237 USDA Foods Processing
Project Title

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

ATTACHMENT K – FEDERAL LAWS AND AUTHORITIES

The information in this section does not need to be returned with the vendor's proposal. Following is a list of Federal Laws and Authorities with which the awarded vendor will be required to comply.

ENVIRONMENTAL:

1. Archeological and Historic Preservation Act of 1974, PL 93-291
2. Clean Air Act, 42 U.S.C. 7506(c)
3. Endangered Species Act 16 U.S.C. 1531, ET seq.
4. Executive Order 11593, Protection and Enhancement of the Cultural Environment.
5. Executive Order 11988, Floodplain Management
6. Executive Order 11990, Protection of Wetlands
7. Farmland Protection Policy Act, 7 U.S.C. 4201 ET seq.
8. Fish and Wildlife Coordination Act, PL 85-624, as amended
9. National Historic Preservation Act of 1966, PL 89-665, as amended
10. Safe Drinking Water Act, Section 1424(e), PL 92-523, as amended

ECONOMIC:

1. Demonstration Cities and Metropolitan Development Act of 1966, PL 89-754, as amended
2. Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants or Loans

SOCIAL LEGISLATION

1. Age Discrimination Act, PL 94-135
2. Civil Rights Act of 1964, PL 88-352
3. Section 13 of PL 92-500; Prohibition against sex discrimination under the Federal Water Pollution Control Act
4. Executive Order 11246, Equal Employment Opportunity
5. Executive Orders 11625 and 12138, Women's and Minority Business Enterprise
6. Rehabilitation Act of 1973, PL 93, 112

MISCELLANEOUS AUTHORITY:

1. Uniform Relocation and Real Property Acquisition Policies Act of 1970, PL 91-646
2. Executive Order 12549 – Debarment and Suspension

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 Yes 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.

Peterson Farms Fresh, Inc.
Company Name

Signature

Matt Bowles
Print Name

4/5/16
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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/18/2016

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
HNI Risk Services of Michigan
140 Monroe Center NW
Suite 200
Grand Rapids MI 49503

CONTACT NAME:
PHONE (A/C, No, Ext): 616-264-3000 FAX (A/C, No): 616-264-3050
E-MAIL ADDRESS: micerts@hni.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Nationwide Agribusiness Insurance Company	28223
INSURER B : Great American Insurance Company	16691
INSURER C : Amerisure Partners Insurance Company	11050
INSURER D : Amerisure Insurance Company	19488
INSURER E : Ohio Casualty Insurance Company	24074
INSURER F :	

INSURED
Peterson Farms Inc.
PO Box 115
3104 W Baseline Rd
Shelby MI 49455

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X BI Deductible: $5,000 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC	Y		GL20881790405	7/1/2015	7/1/2016	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 $ 500,000 $ 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	Y		CPP 128945A	7/1/2015	7/1/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
B	X UMBRELLA LIAB X OCCUR			TUU098781502	7/1/2015	7/1/2016	EACH OCCURRENCE	$ 50,000,000
E	EXCESS LIAB CLAIMS-MADE			ECO1656734085	7/1/2015	7/1/2016	AGGREGATE	$ 50,000,000
	DED X RETENTION $ 10,000							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC208818202	7/1/2015	7/1/2016	X WC STATU-TORY LIMITS 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
A A	Motor Truck Cargo Reefer Breakdown			CPP 128945A	7/1/2015	7/1/2016	MTC & ReeferLimit MTC & Reefer Deductibl	$564,000 $5,000

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

Named Insured Includes: Peterson Farms Trucking Inc., Peterson Farms Fresh Inc., & Oceana County Freezer Storage Inc.

CERTIFICATE HOLDER

State of Nevada
Purchasing Division
515 E. Musser Street, 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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Holiday	Day Observed
Independence Day	July 4
Labor Day	First Monday in September
Nevada Day	Last Friday in October
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Family Day	Friday following the Fourth Thursday in November
Christmas Day	December 25

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;

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

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.

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;

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;

3.1.3.3 Finished product to be packed in carton with net weight being no more than forty (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:

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

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

C. Maximum weight: 3200 pounds (including pallet);

D. Pallets are to be securely banded or shrink wrapped; and

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

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.

3.1.3.7 Each pallet may 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.

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;

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.

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.

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

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.

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).

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.

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.

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.

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.

4. COMPANY BACKGROUND AND REFERENCES

4.1.9

States that we have provided processed end product for NSLP/CACFP:

Peterson Farms Fresh is National approved for all States and has been providing processed end products for over 6 years.

4.1.10

Peterson Farms Fresh Inc. has been providing services for the public and/or private sector for over 32 years.

4.1.11.1

Dun and Bradstreet Number: 15-677-5855

4.1.11.2

Federal Tax Identification Number: 200609104

3104 W. Baseline Road ▪ P.O. Box 115 ▪ Shelby, MI 49455
Phone: (231) 861-7101 ▪ Fax: (231) 861-2274

Business References:

Company Name: Pride Performance Consulting, LLC
Project Name: Prospering Pals Commodity Processing Co-Op commodity bid
Name: Steven Cohan
Street Address: 9515 Hendon Lane, Houston, TX 77036
Phone: 713-270-0134
Fax: 713-270-6479
Email Address: steve@succeedwithpride.net

Alternate Contact Information:
Company Name: Pride Performance Consulting, LLC
Project Name: Prospering Pals Commodity Processing Co-Op commodity bid
Name: Priscilla Cohan
Street Address: 9515 Hendon Lane, Houston, TX 77036
Phone: 713-270-0134
Fax: 713-270-6479

Project Information:
Peterson Farms sampled schools and were added to the Prospering Pals Co-Op bid. The bid was put out and Peterson Farms won the bid on quality and price. The schools allocated several trucks of processed apples. Peterson Farms fulfilled the requirements. Start Date September 2014-June 2015 & Current School year 2015-2016.

FAMILY OF COMPANIES
Peterson Farms Fresh, Inc.
3104 W. Baseline Road • PO Box 95 • Shelby, MI 49455
Phone: 231-861-7101 • Fax: 231-861-2274

Business References:

Company Name: Region 5 Education Service Center

Project Name: Co-Op Bid

Name: Jean Kyle

Address: 350 Pine St. Ste. 500, Beaumont, TX 77701

Email: jekyle@esc5.net

Phone : 409.951.1782

Fax: 409.951.1824

Alternate contact information:

Roxanne Haygood

rhaygood@esc5.net

Same address as above

Phone: 409.951.1873

Fax: 409.951.1824

Contract Period: August 1, 2016 through July 31, 2017

Contract Value: $103,062

FAMILY OF COMPANIES
Peterson Farms Fresh, Inc.
3104 W. Baseline Road • PO Box 95 • Shelby, MI 49455
Phone: 231-861-7101 • Fax: 231-861-2274

Business References:

Company Name: North East ISD

Project Name: Commodity Bid

Name: Louisa Kates

Address: 3623 Highpoint St., San Antonio, TX 78217

Email Address: lkates@neisd.net

Phone: 210.356.9102

Fax: 210.657.8920

Alternate contact information

Janet Bagwell

Address: same as above

jbagwe2@neisd.net

Phone: 210.356.9102

Fax: 210.657.8920

Contract Period: July 1, 2016 through June 30, 2017

Contract Value: $114,750

Peterson Farms has provided Apple Slices to North East ISD for years. The students love the sliced apples....delicious tasting and easy to open bag.

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 Peterson Farms Fresh Inc. (Processor).
Peterson Farms Fresh Inc. (Processor) duly attests that no alterations have been made to the ACDA Core State Participation Agreement (SPA).

Nevada Department of Agriculture	Peterson Farms Fresh Inc.
State Distributing Agency	Processor
	Federal EIN: 200609104
Catrina Peters	Matt Bowles
Name	Name
School Nutrition Services Manager	Sales Manager
Title	Title
405 S 21st Street	3104 W. Baseline Road
Address	Address
Sparks NV 89431	Shelby, MI 49455
City, State, Zip	City, State, Zip
Contact	Contact
Phone 775-353-3751	Phone 817-913-0520
Fax 775-353-3749	Fax 231-861-5350
cpeters@agri.nv.gov	mbowles@petersonfarmsinc.com
E-mail	E-mail
agri.nv.gov	www.petersonfarmsinc.com
Web Address	Web Address
Signature _____	Signature _____
Date _____	Date 4/5/16

Period of Agreement: This Agreement shall become effective on July 1, 20 16 and will terminate on or before June 30, 20 17 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.

_____

_____

_____

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.petersonfarmsinc.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.

N/A

_____

_____

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:**

2 weeks notice when ordering and 2 pallets (64 cases per pallet) minimum orders

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: Peterson Farms Fresh, Inc.

Primary Contact

Name: Matt Bowles

Office Telephone Number: 817-913-0520

Mobile Telephone Number: 817-913-0520

Fax Number: 231-861-5350

Email Address: mbowles@petersonfarmsinc.com

Back-up Contact

Name: Larry Hick

Office Telephone Number: 816-456-3864

Mobile Telephone Number: 816-456-3864

Fax Number: 231-861-5350

Email Address: lhicks@petersonfarmsinc.com

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

Component Group	Food Group and Item	Calories Min	Calories Max	Saturated fat (grams) **Not to Exceed**	Sodium (mg) **Not to Exceed**	Portion size	Meat Equivalent **Must be at least**	Grain Equivalent **Must be at least**	Whole Grain Rich? **Y/N**	Veg (cups)	Veg Subgroup	Fruit (cups)
	Group 16 - Nacho Cheese Sauce											
M	Nacho Cheese Sauce	100	150	6	600	3 oz.	1	0	NA	0	NA	0
	Group 17 - Applesauce											
F	Cinnamon Applesauce Unsweetened	50	100	0	15	4.0 oz.	0	0	NA	0	NA	1/2
F	Strawberry Applesauce Unsweetened	50	100	0	15	4.0 oz.	0	0	NA	0	NA	1/2
	Group 18 - Shelf Stable Fruit Cups											
F	Peach Cups, Shelf Stable	50	100	0	15	4.0 oz.	0	0	NA	0	NA	1/2
F	Mixed Fruit Cups, Shelf Stable	50	100	0	15	4.0 oz.	0	0	NA	0	NA	1/2
V	Pear Cups, Shelf Stable	50	100	0	15	4.0 oz.	0	0	NA	0	NA	1/2
	Group 19 - Chicken-Asian Food											
M	Chicken (Mandarin, Orange, Tangerine)	150	300	1	280	≥ 3.0 oz.	2	0	NA	0	NA	0
M	Chicken Teriyaki	130	300	1	480	≥ 2.0 oz.	2	0	NA	0	NA	0
	Group 20 - BBQ Teriyaki Bowl											
Gr/M	BBQ Chicken Teriyaki & Brown Rice Bowl	228	350	1	480	≥ 8 oz.	2	1.5	Y	0	NA	0

Description Key
FC = Fully Cooked
WG = Whole Grain
IW = Individually Wrapped

National School Lunch Program

State Statistics		Educational Facilities
Free/Reduced Students	233,493	373 Elementary Schools
High School Graduation Rate	70.65%	104 Middle Schools
Population	2,790,136	119 High Schools
Median Household Income	$52,800	11 Juvenile Centers
Poverty Rate	15%	3 Charter Schools/2 BIE Schools

State of Nevada - Enrollment	451,730
State Participation Average, Lunch	45.79%
National Participation Average, Lunch	57.20%
State Participation Average, Breakfast	20.73%

Lunch Participation Rate and Meal Counts

SFA	SY13/14 Participation	SY13/14 Meals Served	SY14/15 Participation	SY14/15 Meals Served
Carson City	46.9%	480,336	45.0%	450,949
Churchill	41.8%	201,443	39.8%	183,181
Clark	46.6%	23,331,336	48.1%	23,660,493
Douglas	37.0%	261,137	36.0%	249,118
Elko	44.0%	433,318	43.6%	413,232
Esmeralda	0.0%	0	0.0%	0
Humboldt	29.6%	142,115	34.6%	150,023
Lander	32.9%	24,857	30.9%	25,350
Lincoln	46.8%	34,189	44.8%	34,572
Lyon	44.6%	527,037	43.3%	511,943
Mineral	40.1%	25,832	40.1%	27,728
Nye	63.5%	414,882	66.5%	422,505
Pershing	51.2%	36,151	49.0%	32,209
Storey	51.8%	3,479	39.4%	2,211
Washoe	40.1%	3,753,990	41.0%	3,764,497
White Pine	32.1%	40,079	30.1%	35,900
Duckwater Shoshone	88.8%	1,950	82.9%	1,321
Pyramid Lake Jr/Sr High School	72.8%	9,059	68.1%	5,272
Mater Academy	N/A	N/A	51.2%	21,453
Quest Academy	34.9%	29,016	34.6%	44,324
Imagine School at Mountain View	25.3%	14,629	27.3%	16,465
RCCI's (Aggregate)	60.2%	242,813	62.5%	236,322

Finished product shall be free of any trans-fat other than those that are naturally occurring

Group 17—Applesauce

Food item #1: Cinnamon Applesauce Unsweetened
Nutrition Specifications:
- Calorie range 50-100
- Saturated fat cannot exceed 0 gm
- Sodium cannot exceed 15 mg
- Portion size must not be less than (by weight) 4 oz.
- Meat Equivalent, must provide at least 0
- Grain Equivalent, must provide at least 0
- USDA Foods Item Used: 110149-Apples for Further Processing-Bulk
- Historical Usage: 192,859 lbs.

Other product specifications: Must be shelf stable, fully cooked and ready to eat. Must provide at least a half cup serving of fruit. No artificial colors or flavors.

Food item #2: Strawberry Applesauce Unsweetened
Nutrition Specifications:
- Calorie range 50-100
- Saturated fat cannot exceed 0 gm
- Sodium cannot exceed 15 mg
- Portion size must not be less than (by weight) 4 oz.
- Meat Equivalent, must provide at least 0
- Grain Equivalent, must provide at least 0
- USDA Foods Item Used: 110149-Apples for Further Processing-Bulk
- Historical Usage: 121,730 lbs.

Other product specifications: Must be shelf stable, fully cooked and ready to eat. Must provide at least a half cup serving of fruit. No artificial colors or flavors.

Group 18—Shelf Stable Fruit Cups

Food item #1: Peach Cups, Shelf Stable
Nutrition Specifications:
- Calorie range 50-100
- Saturated fat cannot exceed 0 gm
- Sodium cannot exceed 15 mg
- Portion size must not be less than (by weight) 4 oz.
- Meat Equivalent, must provide at least 0
- Grain Equivalent, must provide at least 0
- USDA Foods Item Used: 100220 Peaches Cling Diced Ex Lt Can- 6/10
- Historical Usage: 108,090 lbs.

Other product specifications: Must be shelf stable, fully cooked and ready to eat. Must provide at least a half cup serving of fruit. Packed in 100% juice only, no added sugars or artificial sweeteners. No artificial colors or flavors.

Food item #2: Mixed Fruit Cups, Shelf Stable
Nutrition Specifications:
- Calorie range 50-100
- Saturated fat cannot exceed 0 gm

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 Peterson Farms Fresh Inc. (Processor).
Peterson Farms Fresh Inc. (Processor) duly attests that no alterations have been made to the ACDA Core State Participation Agreement (SPA).

Nevada Department of Agriculture	Peterson Farms Fresh Inc.
State Distributing Agency	Processor
	Federal EIN:
Catrina Peters	Matt Bowles
Name	Name
School Nutrition Services Manager	Sales Manager
Title	Title
405 S 21st Street	3104 W. Baseline Road
Address	Address
Sparks NV 89431	Shelby, MI 49455
City, State, Zip	City, State, Zip
Contact	Contact
Phone 775-353-3751	Phone 817-913-0520
Fax 775-353-3749	Fax 231-861-5350
cpeters@agri.nv.gov	mbowles@petersonfarmsinc.com
E-mail	E-mail
agri.nv.gov	www.petersonfarmsinc.com
Web Address	Web Address
Signature	Signature
Date	Date 4/5/16

Period of Agreement: This Agreement shall become effective on July 1, 20 16 and will terminate on or before June 30, 20 17 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.

_____

_____

_____

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.petersonfarmsinc.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: Peterson Farms Fresh, Inc

Primary Contact

Name: Matt Bowles

Office Telephone Number: 817-913-0520

Mobile Telephone Number: 817-913-0520

Fax Number: 231-861-5350

Email Address: mbowles@petersonfarmsinc.com

Back-up Contact

Name: Larry Hicks

Office Telephone Number: 816-456-3864

Mobile Telephone Number: 816-456-3864

Fax Number: 231-861-5350

Email Address: lhicks@petersonfarmsinc.com

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

PRICING DISCLAIMER (ACT OF GOD CLAUSE): If the 2016 MICHIGAN apple crop is 90% or less in volume (pounds) than the actual 2015 MICHIGAN apple crop, as determined by the USDA Apple Crop Estimate in August, 2016, an ACT OF GOD CLAUSE will be enacted. Finished good per case pricing will be increased solely for the apple cost difference of actual vs. estimated. Purchaser has an option to accept the price increase or cancel the contract with Peterson Farms by August 31, 2015 or within 30 days of notification date.

US Foods Pricing Disclaimer:

Note: if US Foods is awarded the bid to distribute; an additional $2.50 per case must be added to the bid price (Prior to the distribution fee) for a US Foods corporate fee.
Thank you.

February 1, 2016

Apple Sauce, Cinnamon – Sweetened

Nutrition Facts
Serving Size: 4.5 oz (128g)
Servings Per Container: 1

Amount Per Serving	
Calories 90	Calories from Fat 0
	% Daily Value*
Total Fat 0g	0 %
Saturated Fat 0g	0 %
Trans Fat 0g	
Cholesterol 0mg	0 %
Sodium 15mg	1 %
Total Carbohydrate 22g	7 %
Dietary Fiber 2g	8 %
Sugars 19g	
Protein 0g	
Vitamin A 0% • Vitamin C 100%	
Calcium 0% • Iron 0%	

* Percent Daily Values are based on a 2,000 calorie diet.

INGREDIENTS: APPLES, SUGAR, WATER, CINNAMON, ASCORBIC ACID (VITAMIN C).

Apple Sauce, Birthday Cake– Sweetened

Nutrition Facts
Serving Size: 4.5 oz (128g)
Servings Per Container: 1

Amount Per Serving	
Calories 90	Calories from Fat 0
	% Daily Value*
Total Fat 0g	0 %
Saturated Fat 0g	0 %
Trans Fat 0g	
Cholesterol 0mg	0 %
Sodium 15mg	1 %
Total Carbohydrate 22g	7 %
Dietary Fiber 2g	8 %
Sugars 19g	
Protein 0g	
Vitamin A 0% • Vitamin C 100%	
Calcium 0% • Iron 0%	

* Percent Daily Values are based on a 2,000 calorie diet.

INGREDIENTS: APPLES, SUGAR, WATER, NATURAL FLAVOR, VEGETABLE JUICE (CARROT, FOR COLOR), ASCORBIC ACID (VITAMIN C).

Apple Sauce, Strawberry – Sweetened

Nutrition Facts
Serving Size: 4.5 oz (128g)
Servings Per Container: 1

Amount Per Serving	
Calories 90	Calories from Fat 0
	% Daily Value*
Total Fat 0g	0 %
Saturated Fat 0g	0 %
Trans Fat 0g	
Cholesterol 0mg	0 %
Sodium 15mg	1 %
Total Carbohydrate 22g	7 %
Dietary Fiber 2g	8 %
Sugars 19g	
Protein 0g	
Vitamin A 0% • Vitamin C 100%	
Calcium 0% • Iron 0%	

* Percent Daily Values are based on a 2,000 calorie diet.

INGREDIENTS: APPLES, STRAWBERRY PUREE, SUGAR, WATER, NATURAL FLAVOR, ASCORBIC ACID (VITAMIN C), RED #40.

Apple Sauce, Cherry – Sweetened

Nutrition Facts
Serving Size: 4.5 oz (128g)
Servings Per Container: 1

Amount Per Serving	
Calories 90	Calories from Fat 0
	% Daily Value*
Total Fat 0g	0 %
Saturated Fat 0g	0 %
Trans Fat 0g	
Cholesterol 0mg	0 %
Sodium 15mg	1 %
Total Carbohydrate 22g	7 %
Dietary Fiber 2g	8 %
Sugars 19g	
Protein 0g	
Vitamin A 0% • Vitamin C 100%	
Calcium 0% • Iron 0%	

* Percent Daily Values are based on a 2,000 calorie diet.

INGREDIENTS:.APPLES, CHERRY PUREE, SUGAR, WATER, ASCORBIC ACID (VITAMIN C), RED #40.

Apple Sauce, Original – Sweetened

Nutrition Facts
Serving Size: 4.5 oz (128g)
Servings Per Container: 1

Amount Per Serving	
Calories 90	Calories from Fat 0
	% Daily Value*
Total Fat 0g	0 %
Saturated Fat 0g	0 %
Trans Fat 0g	
Cholesterol 0mg	0 %
Sodium 15mg	1 %
Total Carbohydrate 22g	7 %
Dietary Fiber 2g	8 %
Sugars 19g	
Protein 0g	
Vitamin A 0% • Vitamin C 100%	
Calcium 0% • Iron 0%	

* Percent Daily Values are based on a 2,000 calorie diet.

INGREDIENTS: APPLES, SUGAR, WATER, ASCORBIC ACID (VITAMIN C).

Apple Sauce, Strawberry Banana – Sweetened

Nutrition Facts
Serving Size: 4.5 oz (128g)
Servings Per Container: 1

Amount Per Serving	
Calories 90	Calories from Fat 0
	% Daily Value*
Total Fat 0g	0 %
Saturated Fat 0g	0 %
Trans Fat 0g	
Cholesterol 0mg	0 %
Sodium 15mg	1 %
Total Carbohydrate 22g	7 %
Dietary Fiber 2g	8 %
Sugars 19g	
Protein 0g	
Vitamin A 0% • Vitamin C 100%	
Calcium 0% • Iron 0%	

* Percent Daily Values are based on a 2,000 calorie diet.

INGREDIENTS: APPLES, STRAWBERRY PUREE, BANANA PUREE, SUGAR, NATURAL FLAVORS, ASCORBIC ACID (VITAMIN C), RED #40.

Apple Sauce, Blue Raspberry – Sweetened

Nutrition Facts
Serving Size: 4.5 oz (128g)
Servings Per Container: 1

Amount Per Serving	
Calories 90	Calories from Fat 0
	% Daily Value*
Total Fat 0g	0 %
Saturated Fat 0g	0 %
Trans Fat 0g	
Cholesterol 0mg	0 %
Sodium 15mg	1 %
Total Carbohydrate 22g	7 %
Dietary Fiber 2g	8 %
Sugars 19g	
Protein 0g	
Vitamin A 0% • Vitamin C 100%	
Calcium 0% • Iron 0%	

* Percent Daily Values are based on a 2,000 calorie diet.

INGREDIENTS: APPLES, SUGAR, WATER, CONTAIN 2% OR LESS OF THE FOLLOWING: ARTIFICIAL FLAVORS, ARTIFICAL COLOR (FD&C BLUE#1), ASCORBIC ACID (VITAMIN C).

Apple Sauce, Watermelon – Sweetened

Nutrition Facts
Serving Size: 4.5 oz (128g)
Servings Per Container: 1

Amount Per Serving	
Calories 90	Calories from Fat 0
	% Daily Value*
Total Fat 0g	0 %
Saturated Fat 0g	0 %
Trans Fat 0g	
Cholesterol 0mg	0 %
Sodium 15mg	1 %
Total Carbohydrate 22g	7 %
Dietary Fiber 2g	8 %
Sugars 19g	
Protein 0g	
Vitamin A 0% • Vitamin C 100%	
Calcium 0% • Iron 0%	

* Percent Daily Values are based on a 2,000 calorie diet.

INGREDIENTS: APPLES, SUGAR, CONTAIN 2% OR LESS OF THE FOLLOWING: ARTIFICIAL FLAVOR, ARTIFICIAL COLORS (FD&C RED #40), ASCORBIC ACID (VITAMIN C).

Sarah Schlukebir

Sarah Schlukebir
Chief Sales & Marketing Officer

3104 W. Baseline Road ▪ P.O. Box 115 ▪ Shelby, MI 49455
Phone: (231) 861-7101 ▪ Fax: (231) 861-2274

February 1, 2016

Apple Sauce, Natural – Unsweetened

Nutrition Facts
Serving Size: 4.5 oz (128g)
Servings Per Container: 1

Amount Per Serving	
Calories 50	Calories from Fat 0
	% Daily Value*
Total Fat 0g	0 %
Saturated Fat 0g	0 %
Trans Fat 0g	
Cholesterol 0mg	0 %
Sodium 15mg	1 %
Total Carbohydrate 14g	5 %
Dietary Fiber 1g	4 %
Sugars 12g	
Protein <1g	
Vitamin A 0% • Vitamin C 100%	
Calcium 0% • Iron 0%	

* Percent Daily Values are based on a 2,000 calorie diet.

INGREDIENTS: APPLES, WATER, ASCORBIC ACID (VITAMIN C).

Apple Sauce, Cinnamon – Unsweetened

Nutrition Facts
Serving Size: 4.5 oz (128g)
Servings Per Container: 1

Amount Per Serving	
Calories 50	Calories from Fat 0
	% Daily Value*
Total Fat 0g	0 %
Saturated Fat 0g	0 %
Trans Fat 0g	
Cholesterol 0mg	0 %
Sodium 15mg	1 %
Total Carbohydrate 14g	5 %
Dietary Fiber 1g	4 %
Sugars 12g	
Protein <1g	
Vitamin A 0% • Vitamin C 100%	
Calcium 0% • Iron 0%	

* Percent Daily Values are based on a 2,000 calorie diet.

INGREDIENTS: APPLES, WATER, CINNAMON, NATURAL FLAVOR, ASCORBIC ACID (VITAMIN C).

Apple Sauce, Strawberry – Unsweetened

Nutrition Facts
Serving Size: 4.5 oz (128g)
Servings Per Container: 1

Amount Per Serving	
Calories 50	Calories from Fat 0
	% Daily Value*
Total Fat 0g	0 %
Saturated Fat 0g	0 %
Trans Fat 0g	
Cholesterol 0mg	0 %
Sodium 15mg	1 %
Total Carbohydrate 14g	5 %
Dietary Fiber 1g	4 %
Sugars 12g	
Protein <1g	
Vitamin A 0% • Vitamin C 100%	
Calcium 0% • Iron 0%	

* Percent Daily Values are based on a 2,000 calorie diet.

INGREDIENTS: APPLES, WATER, STRAWBERRY PUREE, NATURAL FLAVOR, NATURAL COLOR, ASCORBIC ACID (VITAMIN C).

Apple Sauce, Strawberry Banana – Unsweetened

Nutrition Facts
Serving Size: 4.5 oz (128g)
Servings Per Container: 1

Amount Per Serving	
Calories 50	Calories from Fat 0
	% Daily Value*
Total Fat 0g	0 %
Saturated Fat 0g	0 %
Trans Fat 0g	
Cholesterol 0mg	0 %
Sodium 15mg	1 %
Total Carbohydrate 14g	5 %
Dietary Fiber 1g	4 %
Sugars 12g	
Protein <1g	
Vitamin A 0% • Vitamin C 100%	
Calcium 0% • Iron 0%	

* Percent Daily Values are based on a 2,000 calorie diet.

INGREDIENTS: APPLES, WATER, STRAWBERRY PUREE, BANANA AND OTHER NATURAL FLAVORS, ASCORBIC ACID (VITAMIN C), NATURAL COLOR.

Apple Sauce, Peach – Unsweetened

Nutrition Facts
Serving Size: 4.5 oz (128g)
Servings Per Container: 1

Amount Per Serving	
Calories 50	Calories from Fat 0
	% Daily Value*
Total Fat 0g	0 %
Saturated Fat 0g	0 %
Trans Fat 0g	
Cholesterol 0mg	0 %
Sodium 15mg	1 %
Total Carbohydrate 14g	5 %
Dietary Fiber 1g	4 %
Sugars 12g	
Protein <1g	
Vitamin A 0% • Vitamin C 100%	
Calcium 0% • Iron 0%	

* Percent Daily Values are based on a 2,000 calorie diet.

INGREDIENTS: APPLES, WATER, PEACH PUREE, NATURAL FLAVORS, ASCORBIC ACID (VITAMIN C), CITRIC ACID.

Apple Sauce, Cherry – Unsweetened

Nutrition Facts
Serving Size: 4.5 oz (128g)
Servings Per Container: 1

Amount Per Serving	
Calories 50	Calories from Fat 0
	% Daily Value*
Total Fat 0g	0 %
Saturated Fat 0g	0 %
Trans Fat 0g	
Cholesterol 0mg	0 %
Sodium 15mg	1 %
Total Carbohydrate 14g	5 %
Dietary Fiber 1g	4 %
Sugars 12g	
Protein <1g	
Vitamin A 0% • Vitamin C 100%	
Calcium 0% • Iron 0%	

* Percent Daily Values are based on a 2,000 calorie diet.

INGREDIENTS: APPLES, WATER, CHERRY PUREE, NATURAL FLAVORS, ASCORBIC ACID (VITAMIN C).

Sarah Schlukebir
Chief Sales & Marketing Officer

3104 W. Baseline Road • P.O. Box 115 • Shelby, MI 49455
Phone: (231) 861-7101 • Fax: (231) 861-2274

SEPDS A

SUMMARY END PRODUCT DATA SCHEDULE

PETERSON FARMS

☐ 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	commodity Inventory Drawdown per case	By Products Produced* (none unless box is checked)	Value per pound of commodity (contract value)	Value of commodity 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
210001	Fresh Sliced Apples 2 oz	12.50	100	2.00	110149	APPLES FOR FURTHER PROCESSING – BULK	9.62	No	$0.3450	$3.32		
210003	Fresh Sliced Apples 3 oz	18.75	100	3.00	110149	APPLES FOR FURTHER PROCESSING – BULK	14.43	No	$0.3450	$4.98		
210004	Fresh Sliced Apples 16oz	10.00	80	2.00	110149	APPLES FOR FURTHER PROCESSING – BULK	7.69	No	$0.3450	$2.65		
210005	Fresh Sliced Apples 2 oz	12.50	100	2.00	110149	APPLES FOR FURTHER PROCESSING – BULK	19.24	No	$0.3450	$6.64		
210006	Fresh Sliced Apples 4 oz	18.75	75	4.00	110149	APPLES FOR FURTHER PROCESSING – BULK	28.85	No	$0.3450	$9.95		
210007	Fresh Sliced Apples 2 oz	15.63	125	2.00	110149	APPLES FOR FURTHER PROCESSING – BULK	24.05	No	$0.3450	$8.30		
210008	Fresh Sliced Apples 2 oz and WOW Butter	9.75	50	3.12	110149	APPLES FOR FURTHER PROCESSING – BULK	9.62	No	$0.3450	$3.32		
				NEW!	APPLESAUCE							
ASA10001	Shelf Stable Applesauce Cup, Unsweetened-Natural	27.00	96	4.50	110149	APPLES FOR FURTHER PROCESSING – BULK	30.0000	no	$0.3450	$10.35		
ASA10002	Shelf Stable Applesauce Cup, Cinnamon	27.00	96	4.50	110149	APPLES FOR FURTHER PROCESSING – BULK	30.0000	no	$0.3450	$10.35		
ASA10003	Shelf Stable Applesauce Cup, Birthday Cake	27.00	96	4.50	110149	APPLES FOR FURTHER PROCESSING – BULK	30.0000	no	$0.3450	$10.35		
ASA10004	Shelf Stable Applesauce Cup, Strawberry	27.00	96	4.50	110149	APPLES FOR FURTHER PROCESSING – BULK	30.0000	no	$0.3450	$10.35		
ASA10005	Shelf Stable Applesauce Cup, Cherry	27.00	96	4.50	110149	APPLES FOR FURTHER PROCESSING – BULK	30.0000	no	$0.3450	$10.35		
ASA10006	Shelf Stable Applesauce Cup, Original	27.00	96	4.50	110149	APPLES FOR FURTHER PROCESSING – BULK	30.0000	no	$0.3450	$10.35		
ASA10007	Shelf Stable Applesauce Cup, Strawberry-Banana	27.00	96	4.50	110149	APPLES FOR FURTHER PROCESSING – BULK	30.0000	no	$0.3450	$10.35		
ASA10008	Shelf Stable Applesauce Cup, Blue Raspberry	27.00	96	4.50	110149	APPLES FOR FURTHER PROCESSING – BULK	30.0000	no	$0.3450	$10.35		
ASA10013	Shelf Stable Applesauce Cup, Unsweetened Cinnamon	27.00	96	4.50	110149	APPLES FOR FURTHER PROCESSING – BULK	30.0000	no	$0.3450	$10.35		
ASA10014	Shelf Stable Applesauce Cup, Unsweetened Strawberry	27.00	96	4.50	110149	APPLES FOR FURTHER PROCESSING – BULK	30.0000	no	$0.3450	$10.35		
ASA10015	Shelf Stable Applesauce Cup, Unsweetened Strawberry-	27.00	96	4.50	110149	APPLES FOR FURTHER PROCESSING – BULK	30.0000	no	$0.3450	$10.35		

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	commodity Inventory Drawdown per case	By Products Produced* (none unless box is checked)	Value per pound of commodity (contract value)	Value of commodity 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
ASA10016	Shelf Stable Applesauce Cup, Unsweetened Cherry	27.00	96	4.50	110149	APPLES FOR FURTHER PROCESSING – BULK	30.0000	no	$0.3450	$10.35		
ASA10017	Shelf Stable Applesauce Cup, Unsweetened Peach	27.00	96	4.50	110149	APPLES FOR FURTHER PROCESSING – BULK	30.0000	no	$0.3450	$10.35		
ASA10018	Shelf Stable Applesauce Cup, Watermelon	27.00	96	4.50	110149	APPLES FOR FURTHER PROCESSING – BULK	30.0000	no	$0.3450	$10.35		

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

PROCESSOR:

Peterson Farms Fresh, Inc.
Name of Company
Aaron L Peterson, President/CEO
Name and Title of Authorized Representative
Aaron L. Peterson 3/4/2016
Signature Date Signed

USDA FNS FDD
Name of Approving Agency
Sherry Thackeray-Comm. Processing
Name and Title of Authorized Representative
Sherry Thackeray 3/7/2016
Signature Date Signed

STATE AGENCY APPROVAL:

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

PETERSON FARMS

Swee Treat™ Apple Sauce

- SWEETENED -

- Sweetened Apple Sauce Cups
- Smart Snack Approved
- 100% Vitamin C

USDA APPROVED

1 SINGLE-SERVE APPLE SAUCE CUP EQUALS 1/2 CUP FRUIT

PETERSON FARMS

Contact us at: 231-861-7101 x 491
www.petersonfarmsinc.com

PRODUCT OF USA

PETERSON FARMS

Swee Treat Apple Sauce

- SWEETENED -

Apple Sauce also available in unsweetened flavors!

- Single-Serve Individual Cups
- Apples grown and packed in the USA
- 4.5 oz cup equals 1/2 cup fruit per USDA guidlines
- Also available through USDA commodity program
- Shelf stable in dry storage
- Excellent source of vitamin C
- Available in a variety of flavors
- No Cholesterol, Fat or Gluten

PETERSON FARMS SWEETENED APPLE SAUCE PRODUCT SPECS

Item Code	Description	Case Pack	Case Net Wt	Cal.	Fat Cal.	Total Fat	Sodium	Total Carb.	Dietary Fiber	Sugars	Vitamin C
ASA10002	Cinnamon - Sweetened	96/4.5 oz	27 lbs	90	0	0g	15mg	22g	2g	19g	100%
ASA10003	Birthday Cake - Sweetened	96/4.5 oz	27 lbs	90	0	0g	15mg	22g	2g	19g	100%
ASA10004	Strawberry - Sweetened	96/4.5 oz	27 lbs	90	0	0g	15mg	22g	2g	19g	100%
ASA10005	Cherry - Sweetened	96/4.5 oz	27 lbs	90	0	0g	15mg	22g	2g	19g	100%
ASA10006	Original - Sweetened	96/4.5 oz	27 lbs	90	0	0g	15mg	22g	2g	19g	100%
ASA10007	Strawberry Banana - Sweetened	96/4.5 oz	27 lbs	90	0	0g	15mg	22g	2g	19g	100%
ASA10008	Blue Raspberry - Sweetened	96/4.5 oz	27 lbs	90	0	0g	15mg	22g	2g	19g	100%
ASA10018	Watermelon - Sweetened	96/4.5 oz	27 lbs	90	0	0g	15mg	22g	2g	19g	100%

Peterson Farms Fresh, Inc • 3104 W Baseline Road • Shelby, MI 49455
231-861-7101 x 491 • www.petersonfarmsinc.com

PETERSON FARMS

Swee Treat™ Apple Sauce

- UNSWEETENED -

- Unsweetened Apple Sauce Cups
- No Sugar Added
- Smart Snack Approved
- 100% Vitamin C

USDA APPROVED

1 SINGLE-SERVE APPLE SAUCE CUP EQUALS 1/2 CUP FRUIT

PETERSON FARMS

PRODUCT OF USA

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PETERSON FARMS

Swee Treat Apple Sauce

- UNSWEETENED -

Apple Sauce also available in sweetened flavors!

- Single-Serve Individual Cups
- Apples grown and packed in the USA
- 4.5 oz cup equals 1/2 cup fruit per USDA guidlines
- Also available through USDA commodity program
- Shelf stable in dry storage
- Excellent source of vitamin C
- Available in a variety of flavors
- No Cholesterol, Fat or Gluten
- No added sugar or sweetners

PETERSON FARMS UNSWEETENED APPLE SAUCE PRODUCT SPECS

Item Code	Description	Case Pack	Case Net Wt	Cal.	Fat Cal.	Total Fat	Sodium	Total Carb.	Dietary Fiber	Sugars	Vitamin C
ASA10001	Natural - Unsweetened	96/4.5 oz	27 lbs	50	0	0g	15mg	14g	1g	12g	100%
ASA10013	Cinnamon - Unsweetened	96/4.5 oz	27 lbs	50	0	0g	15mg	14g	1g	12g	100%
ASA10014	Strawberry - Unsweetened	96/4.5 oz	27 lbs	50	0	0g	15mg	14g	1g	12g	100%
ASA10015	Strawberry Banana - Unsweetened	96/4.5 oz	27 lbs	50	0	0g	15mg	14g	1g	12g	100%
ASA10016	Cherry - Unsweetened	96/4.5 oz	27 lbs	50	0	0g	15mg	14g	1g	12g	100%
ASA10017	Peach- Unsweetened	96/4.5 oz	27 lbs	50	0	0g	15mg	14g	1g	12g	100%

Peterson Farms Fresh, Inc • 3104 W Baseline Road • Shelby, MI 49455
231-861-7101 x 491 • www.petersonfarmsinc.com

FAMILY OF COMPANIES
Peterson Farms Fresh, Inc.
3104 W. Baseline Road • PO Box 95 • Shelby, MI 49455
Phone: 231-861-7101 • Fax: 231-861-2274

Part I B Confidential Technical Submission Requirements

USDA Foods Processing

RFP: 3237

Peterson Farms Fresh, Inc.

3104 Baseline Road, Shelby, MI 49455

Opening Time: 2:00 pm

SEPDS A

☐ National Summary
(EPDS approved by USDA)

☐ State Summary
(EPDS approved by state agency)

SUMMARY END PRODUCT DATA SCHEDULE

PETERSON FARMS

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)

THIS IS AN ORIGINAL SUMMARY SCHEDULE UNLESS CHECKED BELOW:

☐ Reflects Change in Formulation *(Italic)*
☑ Additional Products Listed
☐ Correction :

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	commodity Inventory Drawdown per case	By Products Produced* (none unless box is checked)	Value per pound of commodity (contract value)	Value of commodity 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
210001	Fresh Sliced Apples 2 oz	12.50	100	2.00	110149	APPLES FOR FURTHER PROCESSING – BULK	9.62	No	$0.3450	$3.32		
210003	Fresh Sliced Apples 3 oz	18.75	100	3.00	110149	APPLES FOR FURTHER PROCESSING – BULK	14.43	No	$0.3450	$4.98		
210004	Fresh Sliced Apples 16oz	10.00	80	2.00	110149	APPLES FOR FURTHER PROCESSING – BULK	7.69	No	$0.3450	$2.65		
210005	Fresh Sliced Apples 2 oz	12.50	100	2.00	110149	APPLES FOR FURTHER PROCESSING – BULK	19.24	No	$0.3450	$6.64		
210006	Fresh Sliced Apples 4 oz	18.75	75	4.00	110149	APPLES FOR FURTHER PROCESSING – BULK	28.85	No	$0.3450	$9.95		
210007	Fresh Sliced Apples 2 oz	15.63	125	2.00	110149	APPLES FOR FURTHER PROCESSING – BULK	24.05	No	$0.3450	$8.30		
210008	Fresh Sliced Apples 2 oz and WOW Butter	9.75	50	3.12	110149	APPLES FOR FURTHER PROCESSING – BULK	9.62	No	$0.3450	$3.32		
				NEW!	APPLESAUCE							
ASA10001	Shelf Stable Applesauce Cup, Unsweetened-Natural	27.00	96	4.50	110149	APPLES FOR FURTHER PROCESSING – BULK	30.0000	no	$0.3450	$10.35		
ASA10002	Shelf Stable Applesauce Cup, Cinnamon	27.00	96	4.50	110149	APPLES FOR FURTHER PROCESSING – BULK	30.0000	no	$0.3450	$10.35		
ASA10003	Shelf Stable Applesauce Cup, Birthday Cake	27.00	96	4.50	110149	APPLES FOR FURTHER PROCESSING – BULK	30.0000	no	$0.3450	$10.35		
ASA10004	Shelf Stable Applesauce Cup, Strawberry	27.00	96	4.50	110149	APPLES FOR FURTHER PROCESSING – BULK	30.0000	no	$0.3450	$10.35		
ASA10005	Shelf Stable Applesauce Cup, Cherry	27.00	96	4.50	110149	APPLES FOR FURTHER PROCESSING – BULK	30.0000	no	$0.3450	$10.35		
ASA10006	Shelf Stable Applesauce Cup, Original	27.00	96	4.50	110149	APPLES FOR FURTHER PROCESSING – BULK	30.0000	no	$0.3450	$10.35		
ASA10007	Shelf Stable Applesauce Cup, Strawberry-Banana	27.00	96	4.50	110149	APPLES FOR FURTHER PROCESSING – BULK	30.0000	no	$0.3450	$10.35		
ASA10008	Shelf Stable Applesauce Cup, Blue Raspberry	27.00	96	4.50	110149	APPLES FOR FURTHER PROCESSING – BULK	30.0000	no	$0.3450	$10.35		
ASA10013	Shelf Stable Applesauce Cup, Unsweetened Cinnamon	27.00	96	4.50	110149	APPLES FOR FURTHER PROCESSING – BULK	30.0000	no	$0.3450	$10.35		
ASA10014	Shelf Stable Applesauce Cup, Unsweetened Strawberry	27.00	96	4.50	110149	APPLES FOR FURTHER PROCESSING – BULK	30.0000	no	$0.3450	$10.35		
ASA10015	Shelf Stable Applesauce Cup, Unsweetened Strawberry-	27.00	96	4.50	110149	APPLES FOR FURTHER PROCESSING – BULK	30.0000	no	$0.3450	$10.35		

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	commodity Inventory Drawdown per case	By Products Produced* (none unless box is checked)	Value per pound of commodity (contract value)	Value of commodity 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
ASA10016	Shelf Stable Applesauce Cup, Unsweetened Cherry	27.00	96	4.50	110149	APPLES FOR FURTHER PROCESSING – BULK	30.0000	no	$0.3450	$10.35		
ASA10017	Shelf Stable Applesauce Cup, Unsweetened Peach	27.00	96	4.50	110149	APPLES FOR FURTHER PROCESSING – BULK	30.0000	no	$0.3450	$10.35		
ASA10018	Shelf Stable Applesauce Cup, Watermelon	27.00	96	4.50	110149	APPLES FOR FURTHER PROCESSING – BULK	30.0000	no	$0.3450	$10.35		

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

PROCESSOR:

Peterson Farms Fresh, Inc.	
Name of Company	
Aaron L Peterson, President/CEO	
Name and Title of Authorized Representative	
Aaron L. Peterson	3/4/2016
Signature	Date Signed

USDA FNS FDD	
Name of Approving Agency	
Sherry Thackeray-Comm. Processing	
Name and Title of Authorized Representative	
Sherry Thackeray	3/7/2016
Signature	Date Signed

STATE AGENCY APPROVAL:

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

February 1, 2016

Apple Sauce, Cinnamon – Sweetened

Nutrition Facts
Serving Size: 4.5 oz (128g)
Servings Per Container: 1

Amount Per Serving	
Calories 90	Calories from Fat 0
	% Daily Value*
Total Fat 0g	0 %
Saturated Fat 0g	0 %
Trans Fat 0g	
Cholesterol 0mg	0 %
Sodium 15mg	1 %
Total Carbohydrate 22g	7 %
Dietary Fiber 2g	8 %
Sugars 19g	
Protein 0g	
Vitamin A 0% • Vitamin C 100%	
Calcium 0% • Iron 0%	

* Percent Daily Values are based on a 2,000 calorie diet.

INGREDIENTS: APPLES, SUGAR, WATER, CINNAMON, ASCORBIC ACID (VITAMIN C).

Apple Sauce, Birthday Cake– Sweetened

Nutrition Facts
Serving Size: 4.5 oz (128g)
Servings Per Container: 1

Amount Per Serving	
Calories 90	Calories from Fat 0
	% Daily Value*
Total Fat 0g	0 %
Saturated Fat 0g	0 %
Trans Fat 0g	
Cholesterol 0mg	0 %
Sodium 15mg	1 %
Total Carbohydrate 22g	7 %
Dietary Fiber 2g	8 %
Sugars 19g	
Protein 0g	
Vitamin A 0% • Vitamin C 100%	
Calcium 0% • Iron 0%	

* Percent Daily Values are based on a 2,000 calorie diet.

INGREDIENTS: APPLES, SUGAR, WATER, NATURAL FLAVOR, VEGETABLE JUICE (CARROT, FOR COLOR), ASCORBIC ACID (VITAMIN C).

Apple Sauce, Strawberry – Sweetened

Nutrition Facts
Serving Size: 4.5 oz (128g)
Servings Per Container: 1

Amount Per Serving	
Calories 90	Calories from Fat 0
	% Daily Value*
Total Fat 0g	0 %
Saturated Fat 0g	0 %
Trans Fat 0g	
Cholesterol 0mg	0 %
Sodium 15mg	1 %
Total Carbohydrate 22g	7 %
Dietary Fiber 2g	8 %
Sugars 19g	
Protein 0g	
Vitamin A 0% • Vitamin C 100%	
Calcium 0% • Iron 0%	

* Percent Daily Values are based on a 2,000 calorie diet.

INGREDIENTS: APPLES, STRAWBERRY PUREE, SUGAR, WATER, NATURAL FLAVOR, ASCORBIC ACID (VITAMIN C), RED #40.

Apple Sauce, Cherry – Sweetened

Nutrition Facts
Serving Size: 4.5 oz (128g)
Servings Per Container: 1

Amount Per Serving	
Calories 90	Calories from Fat 0
	% Daily Value*
Total Fat 0g	0 %
Saturated Fat 0g	0 %
Trans Fat 0g	
Cholesterol 0mg	0 %
Sodium 15mg	1 %
Total Carbohydrate 22g	7 %
Dietary Fiber 2g	8 %
Sugars 19g	
Protein 0g	
Vitamin A 0% • Vitamin C 100%	
Calcium 0% • Iron 0%	

* Percent Daily Values are based on a 2,000 calorie diet.

INGREDIENTS:.APPLES, CHERRY PUREE, SUGAR, WATER, ASCORBIC ACID (VITAMIN C), RED #40.

Apple Sauce, Original – Sweetened

Nutrition Facts
Serving Size: 4.5 oz (128g)
Servings Per Container: 1

Amount Per Serving	
Calories 90	Calories from Fat 0
	% Daily Value*
Total Fat 0g	0 %
Saturated Fat 0g	0 %
Trans Fat 0g	
Cholesterol 0mg	0 %
Sodium 15mg	1 %
Total Carbohydrate 22g	7 %
Dietary Fiber 2g	8 %
Sugars 19g	
Protein 0g	
Vitamin A 0% • Vitamin C 100%	
Calcium 0% • Iron 0%	

* Percent Daily Values are based on a 2,000 calorie diet.

INGREDIENTS: APPLES, SUGAR, WATER, ASCORBIC ACID (VITAMIN C).

Apple Sauce, Strawberry Banana – Sweetened

Nutrition Facts
Serving Size: 4.5 oz (128g)
Servings Per Container: 1

Amount Per Serving	
Calories 90	Calories from Fat 0
	% Daily Value*
Total Fat 0g	0 %
Saturated Fat 0g	0 %
Trans Fat 0g	
Cholesterol 0mg	0 %
Sodium 15mg	1 %
Total Carbohydrate 22g	7 %
Dietary Fiber 2g	8 %
Sugars 19g	
Protein 0g	
Vitamin A 0% • Vitamin C 100%	
Calcium 0% • Iron 0%	

* Percent Daily Values are based on a 2,000 calorie diet.

INGREDIENTS: APPLES, STRAWBERRY PUREE, BANANA PUREE, SUGAR, NATURAL FLAVORS, ASCORBIC ACID (VITAMIN C), RED #40.

Apple Sauce, Blue Raspberry – Sweetened

Nutrition Facts
Serving Size: 4.5 oz (128g)
Servings Per Container: 1

Amount Per Serving	
Calories 90	Calories from Fat 0
	% Daily Value*
Total Fat 0g	0 %
Saturated Fat 0g	0 %
Trans Fat 0g	
Cholesterol 0mg	0 %
Sodium 15mg	1 %
Total Carbohydrate 22g	7 %
Dietary Fiber 2g	8 %
Sugars 19g	
Protein 0g	
Vitamin A 0% • Vitamin C 100%	
Calcium 0% • Iron 0%	

* Percent Daily Values are based on a 2,000 calorie diet.

INGREDIENTS: APPLES, SUGAR, WATER, CONTAIN 2% OR LESS OF THE FOLLOWING: ARTIFICIAL FLAVORS, ARTIFICAL COLOR (FD&C BLUE#1), ASCORBIC ACID (VITAMIN C).

Apple Sauce, Watermelon – Sweetened

Nutrition Facts
Serving Size: 4.5 oz (128g)
Servings Per Container: 1

Amount Per Serving	
Calories 90	Calories from Fat 0
	% Daily Value*
Total Fat 0g	0 %
Saturated Fat 0g	0 %
Trans Fat 0g	
Cholesterol 0mg	0 %
Sodium 15mg	1 %
Total Carbohydrate 22g	7 %
Dietary Fiber 2g	8 %
Sugars 19g	
Protein 0g	
Vitamin A 0% • Vitamin C 100%	
Calcium 0% • Iron 0%	

* Percent Daily Values are based on a 2,000 calorie diet.

INGREDIENTS: APPLES, SUGAR, CONTAIN 2% OR LESS OF THE FOLLOWING: ARTIFICIAL FLAVOR, ARTIFICIAL COLORS (FD&C RED #40), ASCORBIC ACID (VITAMIN C).

Sarah Schlukebir

Sarah Schlukebir
Chief Sales & Marketing Officer

3104 W. Baseline Road ▪ P.O. Box 115 ▪ Shelby, MI 49455
Phone: (231) 861-7101 ▪ Fax: (231) 861-2274

February 1, 2016

Apple Sauce, Natural – Unsweetened

Nutrition Facts
Serving Size: 4.5 oz (128g)
Servings Per Container: 1

Amount Per Serving	
Calories 50	Calories from Fat 0
	% Daily Value*
Total Fat 0g	0 %
Saturated Fat 0g	0 %
Trans Fat 0g	
Cholesterol 0mg	0 %
Sodium 15mg	1 %
Total Carbohydrate 14g	5 %
Dietary Fiber 1g	4 %
Sugars 12g	
Protein <1g	
Vitamin A 0% • Vitamin C 100%	
Calcium 0% • Iron 0%	

* Percent Daily Values are based on a 2,000 calorie diet.

INGREDIENTS: APPLES, WATER, ASCORBIC ACID (VITAMIN C).

Apple Sauce, Cinnamon – Unsweetened

Nutrition Facts
Serving Size: 4.5 oz (128g)
Servings Per Container: 1

Amount Per Serving	
Calories 50	Calories from Fat 0
	% Daily Value*
Total Fat 0g	0 %
Saturated Fat 0g	0 %
Trans Fat 0g	
Cholesterol 0mg	0 %
Sodium 15mg	1 %
Total Carbohydrate 14g	5 %
Dietary Fiber 1g	4 %
Sugars 12g	
Protein <1g	
Vitamin A 0% • Vitamin C 100%	
Calcium 0% • Iron 0%	

* Percent Daily Values are based on a 2,000 calorie diet.

INGREDIENTS: APPLES, WATER, CINNAMON, NATURAL FLAVOR, ASCORBIC ACID (VITAMIN C).

Apple Sauce, Strawberry – Unsweetened

Nutrition Facts
Serving Size: 4.5 oz (128g)
Servings Per Container: 1

Amount Per Serving	
Calories 50	Calories from Fat 0
	% Daily Value*
Total Fat 0g	0 %
Saturated Fat 0g	0 %
Trans Fat 0g	
Cholesterol 0mg	0 %
Sodium 15mg	1 %
Total Carbohydrate 14g	5 %
Dietary Fiber 1g	4 %
Sugars 12g	
Protein <1g	
Vitamin A 0% • Vitamin C 100%	
Calcium 0% • Iron 0%	

* Percent Daily Values are based on a 2,000 calorie diet.

INGREDIENTS: APPLES, WATER, STRAWBERRY PUREE, NATURAL FLAVOR, NATURAL COLOR, ASCORBIC ACID (VITAMIN C).

Apple Sauce, Strawberry Banana – Unsweetened

Nutrition Facts
Serving Size: 4.5 oz (128g)
Servings Per Container: 1

Amount Per Serving	
Calories 50	Calories from Fat 0
	% Daily Value*
Total Fat 0g	0 %
Saturated Fat 0g	0 %
Trans Fat 0g	
Cholesterol 0mg	0 %
Sodium 15mg	1 %
Total Carbohydrate 14g	5 %
Dietary Fiber 1g	4 %
Sugars 12g	
Protein <1g	
Vitamin A 0% • Vitamin C 100%	
Calcium 0% • Iron 0%	

* Percent Daily Values are based on a 2,000 calorie diet.

INGREDIENTS: APPLES, WATER, STRAWBERRY PUREE, BANANA AND OTHER NATURAL FLAVORS, ASCORBIC ACID (VITAMIN C), NATURAL COLOR.

Apple Sauce, Peach – Unsweetened

Nutrition Facts
Serving Size: 4.5 oz (128g)
Servings Per Container: 1

Amount Per Serving	
Calories 50	Calories from Fat 0
	% Daily Value*
Total Fat 0g	0 %
Saturated Fat 0g	0 %
Trans Fat 0g	
Cholesterol 0mg	0 %
Sodium 15mg	1 %
Total Carbohydrate 14g	5 %
Dietary Fiber 1g	4 %
Sugars 12g	
Protein <1g	
Vitamin A 0% • Vitamin C 100%	
Calcium 0% • Iron 0%	

* Percent Daily Values are based on a 2,000 calorie diet.

INGREDIENTS: APPLES, WATER, PEACH PUREE, NATURAL FLAVORS, ASCORBIC ACID (VITAMIN C), CITRIC ACID.

Apple Sauce, Cherry – Unsweetened

Nutrition Facts
Serving Size: 4.5 oz (128g)
Servings Per Container: 1

Amount Per Serving	
Calories 50	Calories from Fat 0
	% Daily Value*
Total Fat 0g	0 %
Saturated Fat 0g	0 %
Trans Fat 0g	
Cholesterol 0mg	0 %
Sodium 15mg	1 %
Total Carbohydrate 14g	5 %
Dietary Fiber 1g	4 %
Sugars 12g	
Protein <1g	
Vitamin A 0% • Vitamin C 100%	
Calcium 0% • Iron 0%	

* Percent Daily Values are based on a 2,000 calorie diet.

INGREDIENTS: APPLES, WATER, CHERRY PUREE, NATURAL FLAVORS, ASCORBIC ACID (VITAMIN C).

Sarah Schlukebir
Chief Sales & Marketing Officer

3104 W. Baseline Road • P.O. Box 115 • Shelby, MI 49455
Phone: (231) 861-7101 • Fax: (231) 861-2274

PETERSON FARMS

Swee Treat™ Apple Sauce

- SWEETENED -

- Sweetened Apple Sauce Cups
- Smart Snack Approved
- 100% Vitamin C

USDA APPROVED

1 SINGLE-SERVE APPLE SAUCE CUP EQUALS 1/2 CUP FRUIT

PETERSON FARMS

Contact us at: 231-861-7101 x 491
www.petersonfarmsinc.com

PRODUCT OF USA

PETERSON FARMS

Swee Treat Apple Sauce

- SWEETENED -

Apple Sauce also available in unsweetened flavors!

- Single-Serve Individual Cups
- Apples grown and packed in the USA
- 4.5 oz cup equals 1/2 cup fruit per USDA guidlines
- Also available through USDA commodity program
- Shelf stable in dry storage
- Excellent source of vitamin C
- Available in a variety of flavors
- No Cholesterol, Fat or Gluten

PETERSON FARMS SWEETENED APPLE SAUCE PRODUCT SPECS

Item Code	Description	Case Pack	Case Net Wt	Cal.	Fat Cal.	Total Fat	Sodium	Total Carb.	Dietary Fiber	Sugars	Vitamin C
ASA10002	Cinnamon - Sweetened	96/4.5 oz	27 lbs	90	0	0g	15mg	22g	2g	19g	100%
ASA10003	Birthday Cake - Sweetened	96/4.5 oz	27 lbs	90	0	0g	15mg	22g	2g	19g	100%
ASA10004	Strawberry - Sweetened	96/4.5 oz	27 lbs	90	0	0g	15mg	22g	2g	19g	100%
ASA10005	Cherry - Sweetened	96/4.5 oz	27 lbs	90	0	0g	15mg	22g	2g	19g	100%
ASA10006	Original - Sweetened	96/4.5 oz	27 lbs	90	0	0g	15mg	22g	2g	19g	100%
ASA10007	Strawberry Banana - Sweetened	96/4.5 oz	27 lbs	90	0	0g	15mg	22g	2g	19g	100%
ASA10008	Blue Raspberry - Sweetened	96/4.5 oz	27 lbs	90	0	0g	15mg	22g	2g	19g	100%
ASA10018	Watermelon - Sweetened	96/4.5 oz	27 lbs	90	0	0g	15mg	22g	2g	19g	100%

Peterson Farms Fresh, Inc • 3104 W Baseline Road • Shelby, MI 49455
231-861-7101 x 491 • www.petersonfarmsinc.com

PETERSON FARMS

Swee Treat™ Apple Sauce

- UNSWEETENED -

- Unsweetened Apple Sauce Cups
- No Sugar Added
- Smart Snack Approved
- 100% Vitamin C

USDA APPROVED

1 SINGLE-SERVE APPLE SAUCE CUP EQUALS 1/2 CUP FRUIT

PETERSON FARMS

Contact us at: 231-861-7101 x 491
www.petersonfarmsinc.com

PRODUCT OF USA

PETERSON FARMS

Swee Treat Apple Sauce

- UNSWEETENED -

Apple Sauce also available in sweetened flavors!

- Single-Serve Individual Cups
- Apples grown and packed in the USA
- 4.5 oz cup equals 1/2 cup fruit per USDA guidlines
- Also available through USDA commodity program
- Shelf stable in dry storage
- Excellent source of vitamin C
- Available in a variety of flavors
- No Cholesterol, Fat or Gluten
- No added sugar or sweetners

PETERSON FARMS UNSWEETENED APPLE SAUCE PRODUCT SPECS

Item Code	Description	Case Pack	Case Net Wt	Cal.	Fat Cal.	Total Fat	Sodium	Total Carb.	Dietary Fiber	Sugars	Vitamin C
ASA10001	Natural - Unsweetened	96/4.5 oz	27 lbs	50	0	0g	15mg	14g	1g	12g	100%
ASA10013	Cinnamon - Unsweetened	96/4.5 oz	27 lbs	50	0	0g	15mg	14g	1g	12g	100%
ASA10014	Strawberry - Unsweetened	96/4.5 oz	27 lbs	50	0	0g	15mg	14g	1g	12g	100%
ASA10015	Strawberry Banana - Unsweetened	96/4.5 oz	27 lbs	50	0	0g	15mg	14g	1g	12g	100%
ASA10016	Cherry - Unsweetened	96/4.5 oz	27 lbs	50	0	0g	15mg	14g	1g	12g	100%
ASA10017	Peach- Unsweetened	96/4.5 oz	27 lbs	50	0	0g	15mg	14g	1g	12g	100%

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PRICING DISCLAIMER (ACT OF GOD CLAUSE): If the 2016 MICHIGAN apple crop is 90% or less in volume (pounds) than the actual 2015 MICHIGAN apple crop, as determined by the USDA Apple Crop Estimate in August, 2016, an ACT OF GOD CLAUSE will be enacted. Finished good per case pricing will be increased solely for the apple cost difference of actual vs. estimated. Purchaser has an option to accept the price increase or cancel the contract with Peterson Farms by August 31, 2015 or within 30 days of notification date.

US Foods Pricing Disclaimer:

Note: if US Foods is awarded the bid to distribute; an additional $2.50 per case must be added to the bid price (Prior to the distribution fee) for a US Foods corporate fee.
Thank you.

FAMILY OF COMPANIES
Peterson Farms Fresh, Inc.
3104 W. Baseline Road • PO Box 95 • Shelby, MI 49455
Phone: 231-861-7101 • Fax: 231-861-2274

Part II Cost Proposal Submission Requirements

USDA Foods Processing

RFP: 3237

Peterson Farms Fresh, Inc.

3104 Baseline Road, Shelby, MI 49455

Opening Time: 2:00 pm

RFP 3237 Cost Proposal

Vendor Name:	Peterson Farms Fresh					
Food Group	Food Item	Servings per case	USDA Foods Draw Down Item number	Pounds of USDA Foods Draw Down per Case	Net Price Per Case (Not including value of USDA Foods)	Net Price Per Serving (Not including value of USDA Foods)
Apples for processing	#1 Cinn Applesauce Unsweetened	96	110149	30	$20.00 for 6 pallets (384 cases)	.21 per cup
Apples for processing	#1 Cinn Applesauce Unsweetened	96	110149	30	$19.25 for 12 pallets (768 cs)	.20 per cup
Apples for processing	#1 Cinn Applesauce Unsweetened	96	110149	30	$18.50 for FT 24 pallets (1536 cs)	.19 per cup
Apples for processing	#2 Strbrry Applesauce Unsweetened	96	110149	30	$20.00 for 6 pallets (384 cases)	.21 per cup
Apples for processing	#2 Strbrry Applesauce Unsweetened	96	110149	30	$19.25 for 12 pallets (768 cs)	.20 per cup
Apples for processing	#2 Strbrry Applesauce Unsweetened	96	110149	30	$18.50 for FT 24 pallets (1536 cs)	.19 per cup

ATTACHMENT I – COST 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 Yes 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. ***Note: Only cost exceptions and/or assumptions should be identified on this attachment. Do not restate the technical exceptions and/or assumptions on this attachment.***

Peterson Farms Fresh, Inc.
Company Name

Signature

Matt Bowles
Print Name

4/5/2016
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 III of vendor's cost proposal.
This form MUST NOT be included in the technical proposal.

FAMILY OF COMPANIES
Peterson Farms Fresh, Inc.
3104 W. Baseline Road • PO Box 95 • Shelby, MI 49455
Phone: 231-861-7101 • Fax: 231-861-2274

Part III Confidential Financial Information Submission Requirements

USDA Foods Processing

RFP: 3237

Peterson Farms Fresh, Inc.

3104 Baseline Road, Shelby, MI 49455

Opening Time: 2:00 pm

4.1.9

States that we have provided processed end product for NSLP/CACFP:

Peterson Farms Fresh is National approved for all States and has been providing processed end products for over 6 years.

4.1.10

Peterson Farms Fresh Inc. has been providing services for the public and/or private sector for over 32 years.

4.1.11.1

Dun and Bradstreet Number: 15-677-5855

4.1.11.2

Federal Tax Identification Number: 200609104

3104 W. Baseline Road ▪ P.O. Box 115 ▪ Shelby, MI 49455
Phone: (231) 861-7101 ▪ Fax: (231) 861-2274

Heather Moon State of Nevada, Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701	
RFP:	3237
COMPONENT:	CDs
OPENING DATE:	April 22, 2016
OPENING TIME:	2:00 PM
FOR:	USDA Foods Processing
VENDOR'S NAME:	

Public Records CD	
RFP No:	3237
Vendor Name:	
Contents:	Part IA – Technical Proposal for Public Records Request Part II – Cost Proposal for Public Records Request

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	NO
Justification for Confidential Status			

A Public Records CD has been included for the Technical and Cost Proposal			
YES		NO (See note below)	NO
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		NO	NO
Justification for Confidential Status			

Peterson Farms Fresh, Inc.
Company Name

Signature

Mat Bowles
Print Name

4/5/2016
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.

Peterson Farms Fresh Inc.
Vendor Company Name

Vendor Signature

MATT BOWLES
Print Name

4/5/16
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: _____ 4/5/2016
Signature of Official Authorized to Sign Application — Date

For: Peterson Farms Fresh, Inc.
Vendor Name

Proposal 3237 USDA Foods Processing
Project Title

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

RFP 3237 Cost Proposal

Vendor Name:	Peterson Farms Fresh					
Food Group	Food Item	Servings per case	USDA Foods Draw Down Item number	Pounds of USDA Foods Draw Down per Case	Net Price Per Case (Not including value of USDA Foods)	Net Price Per Serving (Not including value of USDA Foods)
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