

THIS FILE IS MADE AVAILABLE THROUGH THE DECLASSIFICATION EFFORTS AND RESEARCH OF:

# THE BLACK VAULT

THE BLACK VAULT IS THE LARGEST ONLINE FREEDOM OF INFORMATION ACT / GOVERNMENT RECORD CLEARING HOUSE IN THE WORLD. THE RESEARCH EFFORTS HERE ARE RESPONSIBLE FOR THE DECLASSIFICATION OF THOUSANDS OF DOCUMENTS THROUGHOUT THE U.S. GOVERNMENT, AND ALL CAN BE DOWNLOADED BY VISITING:

[HTTP://WWW.BLACKVAULT.COM](http://www.blackvault.com)

YOU ARE ENCOURAGED TO FORWARD THIS DOCUMENT TO YOUR FRIENDS, BUT PLEASE KEEP THIS IDENTIFYING IMAGE AT THE TOP OF THE .PDF SO OTHERS CAN DOWNLOAD MORE!



United States  
Department of  
Agriculture

Agricultural  
Marketing  
Service

Room 2624-S, STOP 0202  
1400 Independence Avenue, SW.  
Washington, DC 20250-0202

AUG 10 2009

IN REPLY, PLEASE REFER TO:  
AMS FOIA No. 83-09

Mr. John Greenewald, Jr.  
[REDACTED]  
[REDACTED]

Dear Mr. Greenewald:

This is in response to your Freedom of Information Act request, which the Agricultural Marketing Service received on July 22, 2009. Your request encompassed all documents relating to contract 120297195 between the Agricultural Marketing Service and Lakeside Foods, Inc. for the purchase of 8,424,000 pounds of canned pork towards the Federal food and nutrition programs, awarded April 7, 2009.

We have located 81 pages of documents responsive to your request, of which 4 have been partially withheld pursuant to 5 U.S.C. § 552 (b)(4) to safeguard relevant entities from competitive disadvantages that could result from the disclosure of commercial or financial information.

If in the future you require similar information, you can also find Invitations to submit bids, Food Purchase Reports, Announcements for purchase, Bid Award Reports, and Purchase Reports on the Web at [www.ams.usda.gov/lscp](http://www.ams.usda.gov/lscp). Canned meat purchases fall under the category of "other red meat purchase programs," Announcement LS-128.

You may appeal this action within 45 days from the date of this letter. Any such appeal should be in writing and addressed to the Administrator, Agricultural Marketing Service, USDA, Stop 0201 – Room 3071-S, 1400 Independence Avenue, SW., Washington, D.C., 20250-0201. If you decide to file an appeal, please provide specific reasons why you believe modification of initial action is warranted. To facilitate processing of the appeal, the phrase "FOIA APPEAL" should be placed in capital letters on the front of the envelope. If you would like to discuss this FOIA request, please contact mc at 202-720-2498.

Sincerely,

Maria A. Sanders  
Freedom of Information Act Officer

Enclosures

Vaughn Index: AMS FOIA 83-09

| Page Number | Description of Document or Information Withheld               | Exemption | Justification  |
|-------------|---|-----------|--|
| 68-69       | Production capacity/<br>quantity of product produced<br>daily | 552(b)(4) | Financial or commercial<br>information which is privileged or<br>confidential. |
| 71          | Identify of product supplier                                  | 552(b)(4) | Financial or commercial<br>information which is privileged or<br>confidential. |
| 73          | Identify of product supplier                                  | 552(b)(4) | Financial or commercial<br>information which is privileged or<br>confidential. |



United States  
Department of  
Agriculture

Agricultural  
Marketing  
Service

Stop 0253, Room 2610-S  
1400 Independence Avenue, SW  
Washington, DC 20250-0253

Date: March 31, 2009

**CANNED MEAT, ANNOUNCEMENT LS-128, INVITATION NO. 200:**

The U.S. Department of Agriculture (USDA) invites offers pursuant to ANNOUNCEMENT LS-128 to sell canned pork products for use by recipients in Federal food and nutrition programs. Purchases will be made on an f.o.b. destination basis to cities indicated below. Destination quantities are estimates and are subject to adjustment based on offerings and changes in recipient needs and program operations.

All offers must be in the format prescribed in LS-128 and must be received by 1:30 p.m., **CENTRAL TIME, Friday, April 3, 2009**. Acceptances will be announced by midnight, **Friday, April 10, 2009**. Shipments must be made in four periods between **May 16 and June 30, 2009**.

Bids **MUST BE** submitted electronically via the internet. Offerors must be assigned a Logon ID by USDA to access the site. The internet address is: <https://psd.usda.gov:3077/mdbc101.exe>? Once connected, follow the online procedures. A "HELP" button provides detailed instructions or call 202-720-2650 for assistance.

Inquiries about ANNOUNCEMENT LS-128 or this Invitation should be directed to the Contracting Officer; Livestock and Seed Program; USDA, AMS, Stop 0253, Room 2610-South; 1400 Independence Avenue, SW; Washington, D.C. 20250-0253. Telephone: 202/720-2650. **FAX: 202/720-9538.**

-MORE-



ANNOUNCEMENT : LS128  
 INVITATION : 200  
 COMM GROUP : 24 MEAT, MISC PRODUCTS  
 COMM TYPE : 60 PORK, CANNED  
 PACK SIZE : 25 24/24 OZ CAN

| ITEM<br>NO | DESTINATION<br>CITY | ST | TRANS<br>RESTR | QUANTITY<br>(LBS) |
|------------|---------------------|----|----------------|-------------------|
|------------|---------------------|----|----------------|-------------------|

SHIPPING PERIOD 05/16/09 - 05/31/09

|     |               |    |            |         |
|-----|---------------|----|------------|---------|
| 001 | EAST HAVEN    | CT | TRUCK ONLY | 36,000  |
| 002 | BOSTON        | MA | TRUCK ONLY | 36,000  |
| 003 | AUBURN        | ME | TRUCK ONLY | 18,000  |
|     | AUGUSTA       | ME | TRUCK ONLY | 18,000  |
| 004 | BRONX         | NY | TRUCK ONLY | 72,000  |
| 005 | EAST SYRACUSE | NY | TRUCK ONLY | 36,000  |
| 006 | ROCHESTER     | NY | TRUCK ONLY | 36,000  |
| 007 | CRANSTON      | RI | TRUCK ONLY | 36,000  |
| 008 | ALTOONA       | PA | TRUCK ONLY | 180,000 |
| 009 | COAL TOWNSHIP | PA | TRUCK ONLY | 36,000  |
| 010 | COAL TOWNSHIP | PA | TRUCK ONLY | 9,000   |
|     | WILKES-BARRE  | PA | TRUCK ONLY | 27,000  |
| 011 | PHILADELPHIA  | PA | TRUCK ONLY | 108,000 |
| 012 | NORFOLK       | VA | TRUCK ONLY | 36,000  |
| 013 | SALEM         | VA | TRUCK ONLY | 72,000  |
| 014 | BIRMINGHAM    | AL | TRUCK ONLY | 16,128  |
|     | MONTGOMERY    | AL | TRUCK ONLY | 19,872  |
| 015 | BIRMINGHAM    | AL | TRUCK ONLY | 9,792   |
|     | HUNTSVILLE    | AL | TRUCK ONLY | 13,464  |
|     | THEODORE      | AL | TRUCK ONLY | 12,744  |
| 016 | MILTON        | FL | TRUCK ONLY | 36,000  |
| 017 | WINTER HAVEN  | FL |            | 36,000  |
| 018 | ATLANTA       | GA | TRUCK ONLY | 72,000  |
| 019 | ELIZABETHTOWN | KY | TRUCK ONLY | 14,400  |
|     | LOUISVILLE    | KY | TRUCK ONLY | 14,400  |
|     | MAYFIELD      | KY | TRUCK ONLY | 7,200   |
| 020 | EDGEWOOD      | KY | TRUCK ONLY | 8,316   |
|     | LEXINGTON     | KY | TRUCK ONLY | 9,684   |
|     | PRESTONSEURG  | KY | TRUCK ONLY | 18,000  |
| 021 | JACKSON       | MS | TRUCK ONLY | 36,000  |
| 022 | COLUMBIA      | SC | TRUCK ONLY | 72,000  |
| 023 | DYERSBURG     | TN | TRUCK ONLY | 18,000  |
|     | HENDERSON     | TN | TRUCK ONLY | 18,000  |
| 024 | JOHNSON CITY  | TN | TRUCK ONLY | 14,832  |
|     | KNOXVILLE     | TN |            | 21,168  |

-MORE-

ANNOUNCEMENT : LS128  
 INVITATION : 200  
 COMM GROUP : 24 MEAT, MISC PRODUCTS  
 COMM TYPE : 60 PORK, CANNED  
 PACK SIZE : 25 24/24 OZ CAN

| ITEM<br>NO | DESTINATION<br>CITY | ST | TRANS<br>RESIR | QUANTITY<br>(LBS) |
|------------|---------------------|----|----------------|-------------------|
|------------|---------------------|----|----------------|-------------------|

SHIPPING PERIOD 05/16/09 - 05/31/09

|     |                |    |            |         |                    |
|-----|----------------|----|------------|---------|--------------------|
| 025 | CHICAGO        | IL | TRUCK ONLY | 36,000  |                    |
| 026 | MOLINE         | IL | TRUCK ONLY | 72,000  |                    |
| 027 | PEORIA         | IL | TRUCK ONLY | 72,000  |                    |
| 028 | URBANA         | IL | TRUCK ONLY | 36,000  |                    |
| 029 | EVANSVILLE     | IN | TRUCK ONLY | 36,000  |                    |
| 030 | ELMIRA         | MI | TRUCK ONLY | 36,000  |                    |
| 031 | WARREN         | MI | TRUCK ONLY | 36,000  |                    |
| 032 | MAPLEWOOD      | MN | TRUCK ONLY | 36,000  |                    |
| 033 | MAPLEWOOD      | MN | TRUCK ONLY | 21,888  |                    |
|     | ROCHESTER      | MN | TRUCK ONLY | 14,112  |                    |
| 034 | AKRON          | OH | TRUCK ONLY | 36,000  |                    |
| 035 | CINCINNATI     | OH | TRUCK ONLY | 36,000  |                    |
| 036 | CLEVELAND      | OH | TRUCK ONLY | 36,000  |                    |
| 037 | COLUMBUS       | OH | TRUCK ONLY | 36,000  |                    |
| 038 | FAIRFIELD      | OH | TRUCK ONLY | 9,000   |                    |
|     | LIMA           | OH | TRUCK ONLY | 18,000  |                    |
|     | SPRINGFIELD    | OH | TRUCK ONLY | 9,000   |                    |
| 039 | LITTLE ROCK    | AR | TRUCK ONLY | 108,000 |                    |
| 040 | NEW ORLEANS    | LA | TRUCK ONLY | 36,000  |                    |
| 041 | ALBUQUERQUE    | NM | TRUCK ONLY | 36,000  | NO PALLET EXCHANGE |
| 042 | OKLAHOMA CITY  | OK | TRUCK ONLY | 21,600  |                    |
|     | TULSA          | OK | TRUCK ONLY | 14,400  |                    |
| 043 | AUSTIN         | TX | TRUCK ONLY | 36,000  |                    |
| 044 | BEAUMONT       | TX | TRUCK ONLY | 23,400  |                    |
|     | VICTORIA       | TX | TRUCK ONLY | 12,600  |                    |
| 045 | DALLAS         | TX | TRUCK ONLY | 36,000  |                    |
| 046 | FORT WORTH     | TX | TRUCK ONLY | 36,000  |                    |
| 047 | HOUSTON        | TX | TRUCK ONLY | 72,000  |                    |
| 048 | MCALLEN        | TX | TRUCK ONLY | 36,000  |                    |
| 049 | CORPUS CHRISTI | TX | TRUCK ONLY | 18,000  |                    |
|     | ODESSA         | TX | TRUCK ONLY | 18,000  |                    |
| 050 | SAN ANTONIO    | TX | TRUCK ONLY | 36,000  |                    |
| 051 | DES MOINES     | IA | TRUCK ONLY | 36,000  |                    |

-MORE-

ANNOUNCEMENT : LS128  
 INVITATION : 200  
 COMM GROUP : 24 MEAT, MISC PRODUCTS  
 COMM TYPE : 60 PORK, CANNED  
 PACK SIZE : 25 24/24 OZ CAN

| ITEM<br>NO                                 | DESTINATION<br>CITY | ST | TRANS<br>RFSTR | QUANTITY<br>(LBS)          |
|--|---------------------|----|----------------|----------------------------|
| <b>SHIPPING PERIOD 05/16/09 - 05/31/09</b> |                     |    |                |                            |
| 052  | BRIDGETON           | MO | TRUCK ONLY     | 36,000                     |
| 053  | BRIDGETON           | MO | TRUCK ONLY     | 18,324                     |
|  | CAPE GIRARDEAU      | MO | TRUCK ONLY     | 17,676                     |
| 054  | KANSAS CITY         | MO | TRUCK ONLY     | 9,324                      |
|  | SPRINGFIELD         | MO | TRUCK ONLY     | 26,676                     |
| 055  | SALT LAKE CITY      | UT | TRUCK ONLY     | 36,000                     |
| 056  | MESA                | AZ | TRUCK ONLY     | 36,000                     |
| 057  | PHOENIX             | AZ | TRUCK ONLY     | 36,000                     |
| 058  | BAKERSFIELD         | CA | TRUCK ONLY     | 36,000                     |
| 059  | BELL                | CA | TRUCK ONLY     | 36,000                     |
| 060  | FRESNO              | CA | TRUCK ONLY     | 36,000                     |
| 061  | IRVINE              | CA | TRUCK ONLY     | 36,000                     |
| 062  | LONG BEACH          | CA | TRUCK ONLY     | 36,000                     |
| 063  | LOS ANGELES         | CA | TRUCK ONLY     | 72,000                     |
| 064  | SACRAMENTO          | CA | TRUCK ONLY     | 108,000 NO PALLET EXCHANGE |
| 065  | SAN DIEGO           | CA | TRUCK ONLY     | 36,000                     |
| 066  | SAN JOSE            | CA | TRUCK ONLY     | 36,000                     |
| 067  | SALINAS             | CA | TRUCK ONLY     | 14,400                     |
|  | SAN JOSE            | CA | TRUCK ONLY     | 10,800                     |
|  | WATSONVILLE         | CA |                | 10,800                     |
| 068  | BOISE               | ID | TRUCK ONLY     | 12,024                     |
|  | CALDWELL            | ID | TRUCK ONLY     | 11,988                     |
|  | LEWISTON            | ID | TRUCK ONLY     | 11,988                     |
| 069  | IDAHO FALLS         | ID | TRUCK ONLY     | 11,988                     |
|  | POCATELLO           | ID |                | 12,024                     |
|  | TWIN FALLS          | ID | TRUCK ONLY     | 11,988                     |
| 070  | LAS VEGAS           | NV | TRUCK ONLY     | 36,000                     |
| 071  | LAS VEGAS           | NV | TRUCK ONLY     | 3,600                      |
|  | RENO                | NV | TRUCK ONLY     | 32,400                     |
| 072  | PORTLAND            | OR | TRUCK ONLY     | 36,000                     |
| 073  | SEATTLE WHSE        | WA | FAS VESSEL     | 36,000 ALASKA              |

-MORE-

ANNOUNCEMENT : LS128  
 INVITATION : 200  
 COMM GROUP : 24 MEAT, MISC PRODUCTS  
 COMM TYPE : 60 PORK, CANNED  
 PACK SIZE : 25 24/24 OZ CAN

| ITEM NO                                    | DESTINATION CITY | ST | TRANS RESTR | QUANTITY (LBS) |             |
|--|------------------|----|-------------|----------------|-------------|
| <b>SHIPPING PERIOD 06/01/09 - 06/15/09</b> |                  |    |             |                |             |
| 074  | BOSTON           | MA | TRUCK ONLY  | 36,000         |             |
| 075  | HATFIELD         | MA | TRUCK ONLY  | 9,000          |             |
|  | LOWELL           | MA | TRUCK ONLY  | 9,000          |             |
|  | SHREWSBURY       | MA | TRUCK ONLY  | 18,000         |             |
| 076  | JACKSONVILLE/FAS | FL | FAS VESSEL  | 360,000        | PUERTO RICO |
| 077  | RICHMOND         | VA | TRUCK ONLY  | 18,000         |             |
|  | SALEM            | VA | TRUCK ONLY  | 18,000         |             |
| 078  | WINTER HAVEN     | FL |             | 216,000        |             |
| 079  | ATLANTA          | GA | TRUCK ONLY  | 72,000         |             |
| 080  | EDGEWOOD         | KY | TRUCK ONLY  | 8,316          |             |
|  | LEXINGTON        | KY | TRUCK ONLY  | 18,000         |             |
|  | PRESTONSBURG     | KY | TRUCK ONLY  | 9,684          |             |
| 081  | ELIZABETHTOWN    | KY | TRUCK ONLY  | 14,400         |             |
|  | LOUISVILLE       | KY | TRUCK ONLY  | 14,400         |             |
|  | MAYFIELD         | KY | TRUCK ONLY  | 7,200          |             |
| 082  | JACKSON          | MS | TRUCK ONLY  | 36,000         |             |
| 083  | COLUMBIA         | SC | TRUCK ONLY  | 72,000         |             |
| 084  | COOKEVILLE       | TN | TRUCK ONLY  | 25,164         |             |
|  | NASHVILLE        | TN | TRUCK ONLY  | 10,836         |             |
| 085  | FAYETTEVILLE     | TN | TRUCK ONLY  | 18,504         |             |
|  | MEMPHIS          | TN | TRUCK ONLY  | 17,496         |             |
| 086  | CHICAGO          | IL | TRUCK ONLY  | 72,000         |             |
| 087  | SPRINGFIELD      | IL | TRUCK ONLY  | 36,000         |             |
| 088  | ELMIRA           | MI | TRUCK ONLY  | 9,000          |             |
|  | FLINT            | MI | TRUCK ONLY  | 27,000         |             |
| 089  | CROOKSTON        | MN | TRUCK ONLY  | 12,060         |             |
|  | MAPLEWOOD        | MN | TRUCK ONLY  | 23,940         |             |
| 090  | OKLAHOMA CITY    | OK | TRUCK ONLY  | 21,600         |             |
|  | TULSA            | OK | TRUCK ONLY  | 14,400         |             |
| 091  | DALLAS           | TX | TRUCK ONLY  | 36,000         |             |
| 092  | HOUSTON          | TX | TRUCK ONLY  | 72,000         |             |
| 093  | MCALLEN          | TX | TRUCK ONLY  | 36,000         |             |

-MORE-

ANNOUNCEMENT : LS128  
 INVITATION : 200  
 COMM GROUP : 24 MEAT, MISC PRODUCTS  
 COMM TYPE : 60 PORK, CANNED  
 PACK SIZE : 25 24/24 OZ CAN

| ITEM<br>NO | DESTINATION<br>CITY | ST | TRANS<br>RESTR | QUANTITY<br>(LBS) |
|------------|---------------------|----|----------------|-------------------|
|------------|---------------------|----|----------------|-------------------|

**SHIPPING PERIOD 06/01/09 - 06/15/09**

|     |               |    |            |         |
|-----|---------------|----|------------|---------|
| 094 | CONCORDIA     | KS | TRUCK ONLY | 36,000  |
| 095 | BRIDGETON     | MO | TRUCK ONLY | 28,080  |
|     | SPRINGFIELD   | MO | TRUCK ONLY | 7,920   |
| 096 | TUCSON        | AZ | TRUCK ONLY | 36,000  |
| 097 | CONCORD       | CA | TRUCK ONLY | 36,000  |
| 098 | LONG BEACH    | CA | TRUCK ONLY | 36,000  |
| 099 | LOS ANGELES   | CA | TRUCK ONLY | 72,000  |
| 100 | MODESTO       | CA | TRUCK ONLY | 18,000  |
|     | SAN FRANCISCO | CA | TRUCK ONLY | 18,000  |
| 101 | RIVERSIDE     | CA | TRUCK ONLY | 36,000  |
| 102 | SACRAMENTO    | CA | TRUCK ONLY | 108,000 |

**SHIPPING PERIOD 06/16/09 - 06/30/09**

|     |                  |    |            |                     |
|-----|------------------|----|------------|---------------------|
| 103 | EAST HAVEN       | CT | TRUCK ONLY | 36,000              |
| 104 | BOSTON           | MA | TRUCK ONLY | 36,000              |
| 105 | HATFIELD         | MA | TRUCK ONLY | 18,000              |
|     | LOWELL           | MA | TRUCK ONLY | 9,000               |
|     | SHREWSBURY       | MA | TRUCK ONLY | 9,000               |
| 106 | BUFFALO          | NY | TRUCK ONLY | 36,000              |
| 107 | MILLWOOD         | NY | TRUCK ONLY | 18,000              |
|     | ROCHESTER        | NY | TRUCK ONLY | 18,000              |
| 108 | DELAWARE CITY    | DE | TRUCK ONLY | 18,000              |
|     | WASHINGTON       | DC | TRUCK ONLY | 18,000              |
| 109 | JACKSONVILLE/FAS | FL | FAS VESSEL | 360,000 PUERTO RICO |
| 110 | BIRMINGHAM       | AL | TRUCK ONLY | 16,128              |
|     | MONTGOMERY       | AL | TRUCK ONLY | 19,872              |
| 111 | BIRMINGHAM       | AL | TRUCK ONLY | 9,792               |
|     | HUNTSVILLE       | AL | TRUCK ONLY | 13,464              |
|     | THEODORE         | AL | TRUCK ONLY | 12,744              |
| 112 | WINTER HAVEN     | FL |            | 216,000             |
| 113 | ATHENS           | GA | TRUCK ONLY | 36,000              |
| 114 | ATLANTA          | GA | TRUCK ONLY | 72,000              |

-MORE-

ANNOUNCEMENT : LSJ28  
 INVITATION : 200  
 COMM GROUP : 24 MEAT, MISC PRODUCTS  
 COMM TYPE : 60 PORK, CANNED  
 PACK SIZE : 25 24/24 OZ CAN

| ITEM<br>NO | DESTINATION<br>CITY | ST | TRANS<br>RESTR | QUANTITY<br>(LBS) |
|------------|---------------------|----|----------------|-------------------|
|------------|---------------------|----|----------------|-------------------|

SHIPPING PERIOD 06/16/09 - 06/30/09

|     |               |    |            |         |                    |
|-----|---------------|----|------------|---------|--------------------|
| 115 | ELIZABETHTOWN | KY | TRUCK ONLY | 7,200   |                    |
|     | LEXINGTON     | KY | TRUCK ONLY | 21,600  |                    |
|     | LOUISVILLE    | KY | TRUCK ONLY | 7,200   |                    |
| 116 | JACKSON       | MS | TRUCK ONLY | 72,000  |                    |
| 117 | COLUMBIA      | SC | TRUCK ONLY | 36,000  |                    |
| 118 | CHATTANOOGA   | TN | TRUCK ONLY | 14,904  |                    |
|     | COVINGTON     | TN | TRUCK ONLY | 13,140  |                    |
|     | ERIN          | TN | TRUCK ONLY | 7,956   |                    |
| 119 | CHATTANOOGA   | TN | TRUCK ONLY | 27,000  |                    |
|     | DUNLAP        | TN | TRUCK ONLY | 9,000   |                    |
| 120 | MOLINE        | IL | TRUCK ONLY | 36,000  |                    |
| 121 | MOLINE        | IL | TRUCK ONLY | 36,000  |                    |
| 122 | PEORIA        | IL | TRUCK ONLY | 72,000  |                    |
| 123 | ST CHARLES    | IL | TRUCK ONLY | 36,000  |                    |
| 124 | EVANSVILLE    | IN | TRUCK ONLY | 36,000  |                    |
| 125 | INDIANAPOLIS  | IN | TRUCK ONLY | 180,000 |                    |
| 126 | BATTLE CREEK  | MI | TRUCK ONLY | 16,560  |                    |
|     | WARREN        | MI | TRUCK ONLY | 19,440  |                    |
| 127 | ELMIRA        | MI | TRUCK ONLY | 36,000  |                    |
| 128 | DETROIT       | MI | TRUCK ONLY | 17,640  |                    |
|     | WESTLAND      | MI | TRUCK ONLY | 18,360  |                    |
| 129 | MAPLEWOOD     | MN | TRUCK ONLY | 36,000  |                    |
| 130 | AKRON         | OH | TRUCK ONLY | 36,000  |                    |
| 131 | CINCINNATI    | OH | TRUCK ONLY | 12,600  |                    |
|     | LOGAN         | OH | TRUCK ONLY | 23,400  |                    |
| 132 | CLEVELAND     | OH | TRUCK ONLY | 36,000  |                    |
| 133 | DAYTON        | OH | TRUCK ONLY | 26,640  |                    |
|     | FAIRFIELD     | OH | TRUCK ONLY | 9,360   |                    |
| 134 | TOLEDO        | OH | TRUCK ONLY | 36,000  |                    |
| 135 | YOUNGSTOWN    | OH | TRUCK ONLY | 36,000  |                    |
| 136 | DARIEN        | WI | TRUCK ONLY | 18,720  |                    |
|     | EAU CLAIRE    | WI | TRUCK ONLY | 17,280  |                    |
| 137 | ALBUQUERQUE   | NM | TRUCK ONLY | 36,000  | NO PALLET EXCHANGE |
| 138 | OKLAHOMA CITY | OK | TRUCK ONLY | 21,600  |                    |
|     | TULSA         | OK | TRUCK ONLY | 14,400  |                    |

-MORE-

ANNOUNCEMENT : LS128  
 INVITATION : 200  
 COMM GROUP : 24 MEAT, MISC PRODUCTS  
 COMM TYPE : 60 PORK, CANNED  
 PACK SIZE : 25 24/24 OZ CAN

| ITEM NO                                    | DESTINATION CITY | ST | TRANS RESTR | QUANTITY (LBS) |
|--|------------------|----|-------------|----------------|
| <b>SHIPPING PERIOD 06/16/09 - 06/30/09</b> |                  |    |             |                |
| 139  | AUSTIN           | TX | TRUCK ONLY  | 36,000         |
| 140  | DALLAS           | TX | TRUCK ONLY  | 72,000         |
| 141  | FORT WORTH       | TX | TRUCK ONLY  | 36,000         |
| 142  | HOUSTON          | TX | TRUCK ONLY  | 36,000         |
| 143  | AMARILLO         | TX | TRUCK ONLY  | 13,680         |
|  | LUBBOCK          | TX | TRUCK ONLY  | 22,320         |
| 144  | MCALLEN          | TX | TRUCK ONLY  | 36,000         |
| 145  | ODESSA           | TX | TRUCK ONLY  | 36,000         |
| 146  | SAN ANTONIO      | TX | TRUCK ONLY  | 36,000         |
| 147  | TYLER            | TX | TRUCK ONLY  | 36,000         |
| 148  | COLORADO SPRING  | CO | TRUCK ONLY  | 10,944         |
|  | DENVER           | CO | TRUCK ONLY  | 25,056         |
| 149  | COLORADO SPRING  | CO | TRUCK ONLY  | 22,176         |
|  | PUEBLO           | CO | TRUCK ONLY  | 13,824         |
| 150  | DENVER           | CO | TRUCK ONLY  | 36,000         |
| 151  | DENVER           | CO | TRUCK ONLY  | 17,496         |
|  | GREELEY          | CO | TRUCK ONLY  | 18,504         |
| 152  | DES MOINES       | IA | TRUCK ONLY  | 36,000         |
| 153  | CONCORDIA        | KS | TRUCK ONLY  | 36,000         |
| 154  | BRIDGETON        | MO | TRUCK ONLY  | 13,032         |
|  | COLUMBIA         | MO | TRUCK ONLY  | 22,968         |
| 155  | KANSAS CITY      | MO | TRUCK ONLY  | 26,208         |
|  | ST JOSEPH        | MO | TRUCK ONLY  | 9,792          |
| 156  | OMAHA            | NE | TRUCK ONLY  | 36,000         |
| 157  | MILLS            | WY | TRUCK ONLY  | 9,000          |
|  | SALT LAKE CITY   | UT | TRUCK ONLY  | 27,000         |
| 158  | MESA             | AZ | TRUCK ONLY  | 36,000         |
| 159  | PHOENIX          | AZ | TRUCK ONLY  | 36,000         |
| 160  | GARDEN GROVE     | CA | TRUCK ONLY  | 36,000         |
| 161  | LONG BEACH       | CA | TRUCK ONLY  | 72,000         |
| 162  | LOS ANGELES      | CA | TRUCK ONLY  | 72,000         |
| 163  | LOS ANGELES/FAS  | CA | FAS VESSEL  | 36,000 HAWAII  |
| 164  | OAKLAND          | CA | TRUCK ONLY  | 36,000         |

-MORE-



ANNOUNCEMENT : LS128  
INVITATION : 200  
COMM GROUP : 24 MEAT, MISC PRODUCTS  
COMM TYPE : 60 PORK, CANNED  
PACK SIZE : 25 24/24 OZ CAN

| ITEM<br>NO | DESTINATION<br>CITY | ST | TRANS<br>RESTR | QUANTITY<br>(LBS) |
|------------|---------------------|----|----------------|-------------------|
|------------|---------------------|----|----------------|-------------------|

SHIPPING PERIOD 06/16/09 - 06/30/09

|     |                |    |            |         |                    |
|-----|----------------|----|------------|---------|--------------------|
| 165 | SACRAMENTO     | CA | TRUCK ONLY | 108,000 | NO PALLET EXCHANGE |
| 166 | SAN BERNARDINO | CA | TRUCK ONLY | 36,000  |                    |
| 167 | RIVERSIDE      | CA | TRUCK ONLY | 18,000  |                    |
|     | SAN BERNARDINO | CA | TRUCK ONLY | 18,000  |                    |
| 168 | SAN DIEGO      | CA | TRUCK ONLY | 36,000  |                    |
| 169 | PORTLAND       | OR | TRUCK ONLY | 36,000  |                    |

TOTAL QUANTITY FOR COMMODITY TYPE 8,424,000

TOTAL QUANTITY FOR INVITATION 8,424,000

/s/ Duane Williams  
Duane Williams  
Contracting Officer  
Livestock and Seed Program

An electronic version of this invitation can be obtained  
via the World Wide Web at: <http://www.ams.usda.gov/LSCP>

\*The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.\*

# FOOD PURCHASE REPORT

United States  
Department of  
Agriculture

Agricultural  
Marketing  
Service

Date: April 7, 2009

## USDA BUYS CANNED MEAT:

The Agricultural Marketing Service of the U.S. Department of Agriculture today purchased 8,424,000 pounds of canned meat products at a cost of approximately \$16,784,000. These products are for use in Federal food and nutrition programs. Details of today's purchase follow:

| Canned Meat Products | Pounds    | Awarded Price<br>Inv. No. 200 | No of Bids<br>Accepted |
|----------------------|-----------|-------------------------------|------------------------|
| Canned Pork          | 8,424,000 | 1.9464-2.0447                 | 1 of 1                 |

Purchases of canned meat products for School Year 2008-09 since the program began on May 14, 2008, follow:

| Commodity   | Pounds     | Cumulative<br>Dollars |
|-------------|------------|-----------------------|
| Canned Beef | 3,492,000  | \$ 8,752,000          |
| Canned Pork | 12,816,000 | \$ 25,797,000         |
| Total       | 16,308,000 | \$ 34,550,000         |

Inquiries should be addressed to Contracting Officer; Livestock and Seed Program; USDA, AMS, Room 2610-South, Post Office Box 96456; Washington, D.C. 20250-0253. Telephone: 202-720-2650; Fax 202-720-9538.

An award made today for LS-128, Invitation 200 to be shipped in three periods between May 16 and June 30, 2009, follows:

-MORE-

ANNOUNCEMENT : LS128  
 COMM GROUP : MEAT, MISC PRODUCTS  
 INVITATION : 200

COMMODITY TYPE : PORK, CANNED  
 PACK SIZE : 24/24 OZ CAN

CONTRACTOR NAME: LAKESIDE FOODS, INC.  
 PLANT ADDRESS : PLAINVIEW MN

| ITEM<br>NUM | -----DESTINATION-----<br>CITY ST | QUANTITY<br>(LBS ) | PRICE PER<br>(LB ) |
|-------------|----------------------------------|--------------------|--------------------|
| 001         | EAST HAVEN CT                    | 36,000             | \$ 2.0145          |
| 002         | BOSTON MA                        | 36,000             | \$ 2.0188          |
| 003         | AUBURN ME                        | 18,000             | \$ 2.0201          |
|             | AUGUSTA ME                       | 18,000             | \$ 2.0201          |
| 004         | BRONX NY                         | 72,000             | \$ 2.0080          |
| 005         | EAST SYRACUSE NY                 | 36,000             | \$ 2.0018          |
| 006         | ROCHESTER NY                     | 36,000             | \$ 1.9971          |
| 007         | CRANSTON RI                      | 36,000             | \$ 2.0211          |
| 008         | ALTOONA PA                       | 180,000            | \$ 1.9967          |
| 009         | COAL TOWNSHIP PA                 | 36,000             | \$ 1.9916          |
| 010         | COAL TOWNSHIP PA                 | 9,000              | \$ 2.0042          |
|             | WILKES-BARRE PA                  | 27,000             | \$ 2.0042          |
| 011         | PHILADELPHIA PA                  | 108,000            | \$ 2.0061          |
| 012         | NORFOLK VA                       | 36,000             | \$ 1.9975          |
| 013         | SALEM VA                         | 72,000             | \$ 1.9894          |
| 014         | BIRMINGHAM AL                    | 16,128             | \$ 1.9964          |
|             | MONTGOMERY AL                    | 19,872             | \$ 1.9964          |
| 015         | BIRMINGHAM AL                    | 9,792              | \$ 2.0127          |
|             | HUNTSVILLE AL                    | 13,464             | \$ 2.0127          |
|             | THEODORE AL                      | 12,744             | \$ 2.0127          |
| 016         | MILTON FL                        | 36,000             | \$ 2.0017          |
| 017         | WINTER HAVEN FL                  | 36,000             | \$ 2.0118          |
| 018         | ATLANTA GA                       | 72,000             | \$ 1.9923          |
| 019         | ELIZABETHTOWN KY                 | 14,400             | \$ 1.9780          |
|             | LOUISVILLE KY                    | 14,400             | \$ 1.9780          |
|             | MAYFIELD KY                      | 7,200              | \$ 1.9780          |
| 020         | EDGEWOOD KY                      | 8,316              | \$ 1.9872          |
|             | LEXINGTON KY                     | 9,684              | \$ 1.9872          |
|             | PRESTONSBURG KY                  | 18,000             | \$ 1.9872          |
| 021         | JACKSON MS                       | 36,000             | \$ 1.9767          |
| 022         | COLUMBIA SC                      | 72,000             | \$ 1.9844          |
| 023         | DYERSBURG TN                     | 18,000             | \$ 1.9771          |
|             | HENDERSON TN                     | 18,000             | \$ 1.9771          |
| 024         | JOHNSON CITY TN                  | 14,832             | \$ 1.9940          |
|             | KNOXVILLE TN                     | 21,168             | \$ 1.9940          |
| 025         | CHICAGO IL                       | 36,000             | \$ 1.9557          |
| 026         | MOLINE IL                        | 72,000             | \$ 1.9525          |
| 027         | PEORIA IL                        | 72,000             | \$ 1.9578          |
| 028         | URBANA IL                        | 36,000             | \$ 1.9578          |
| 029         | EVANSVILLE IN                    | 36,000             | \$ 1.9655          |
| 030         | ELMIRA MI                        | 36,000             | \$ 1.9734          |
| 031         | WARREN MI                        | 36,000             | \$ 1.9703          |
| 032         | MAPLEWOOD MN                     | 36,000             | \$ 1.9497          |
| 033         | MAPLEWOOD MN                     | 21,888             | \$ 1.9504          |
|             | ROCHESTER MN                     | 14,112             | \$ 1.9504          |

-MORE-

COMMODITY TYPE : PORK, CANNED  
PACK SIZE : 24/24 OZ CAN

CONTRACTOR NAME: LAKESIDE FOODS, INC.  
PLANT ADDRESS : PLAINVIEW MN

| ITEM<br>NUM | -----DESTINATION-----<br>CITY ST | QUANTITY<br>(LBS ) | PRICE PER<br>(LB ) |
|-------------|----------------------------------|--------------------|--------------------|
| 034         | AKRON OH                         | 36,000             | \$ 1.9682          |
| 035         | CINCINNATI OH                    | 36,000             | \$ 1.9659          |
| 036         | CLEVELAND OH                     | 36,000             | \$ 1.9676          |
| 037         | COLUMBUS OH                      | 36,000             | \$ 1.9734          |
| 038         | FAIRFIELD OH                     | 9,000              | \$ 1.9798          |
|             | LIMA OH                          | 18,000             | \$ 1.9798          |
|             | SPRINGFIELD OH                   | 9,000              | \$ 1.9798          |
| 039         | LITTLE ROCK AR                   | 108,000            | \$ 1.9813          |
| 040         | NEW ORLEANS LA                   | 36,000             | \$ 1.9976          |
| 041         | ALBUQUERQUE NM                   | 36,000             | \$ 2.0110          |
| 042         | OKLAHOMA CITY OK                 | 21,600             | \$ 1.9822          |
|             | TULSA OK                         | 14,400             | \$ 1.9822          |
| 043         | AUSTIN TX                        | 36,000             | \$ 1.9911          |
| 044         | BEAUMONT TX                      | 23,400             | \$ 2.0008          |
|             | VICTORIA TX                      | 12,600             | \$ 2.0038          |
| 045         | DALLAS TX                        | 36,000             | \$ 1.9906          |
| 046         | FORT WORTH TX                    | 36,000             | \$ 1.9820          |
| 047         | HOUSTON TX                       | 72,000             | \$ 2.0038          |
| 048         | MCALLEN TX                       | 36,000             | \$ 2.0204          |
| 049         | CORPUS CHRISTI TX                | 18,000             | \$ 2.0391          |
|             | ODESSA TX                        | 18,000             | \$ 2.0391          |
| 050         | SAN ANTONIO TX                   | 36,000             | \$ 1.9946          |
| 051         | DES MOINES IA                    | 36,000             | \$ 1.9532          |
| 052         | BRIDGETON MO                     | 36,000             | \$ 1.9584          |
| 053         | BRIDGETON MO                     | 18,324             | \$ 1.9641          |
|             | CAPE GIRARDEAU MO                | 17,676             | \$ 1.9641          |
| 054         | KANSAS CITY MO                   | 9,324              | \$ 1.9703          |
|             | SPRINGFIELD MO                   | 26,676             | \$ 1.9703          |
| 055         | SALT LAKE CITY UT                | 36,000             | \$ 2.0083          |
| 056         | MESA AZ                          | 36,000             | \$ 2.0177          |
| 057         | PHOENIX AZ                       | 36,000             | \$ 2.0177          |
| 058         | BAKERSFIELD CA                   | 36,000             | \$ 2.0064          |
| 059         | BELL CA                          | 36,000             | \$ 1.9974          |
| 060         | FRESNO CA                        | 36,000             | \$ 2.0100          |
| 061         | IRVINE CA                        | 36,000             | \$ 1.9940          |
| 062         | LONG BEACH CA                    | 36,000             | \$ 1.9991          |
| 063         | LOS ANGELES CA                   | 72,000             | \$ 1.9937          |
| 064         | SACRAMENTO CA                    | 108,000            | \$ 2.0137          |
| 065         | SAN DIEGO CA                     | 36,000             | \$ 2.0086          |
| 066         | SAN JOSE CA                      | 36,000             | \$ 2.0103          |
| 067         | SALINAS CA                       | 14,400             | \$ 2.0142          |
|             | SAN JOSE CA                      | 10,800             | \$ 2.0142          |
|             | WATSONVILLE CA                   | 10,800             | \$ 2.0142          |
| 068         | BOISE ID                         | 12,024             | \$ 2.0229          |
|             | CALDWELL ID                      | 11,988             | \$ 2.0229          |
|             | LEWISTON ID                      | 11,988             | \$ 2.0229          |
| 069         | IDAHO FALLS ID                   | 11,988             | \$ 2.0173          |
|             | POCATELLO ID                     | 12,024             | \$ 2.0173          |
|             | TWIN FALLS ID                    | 11,988             | \$ 2.0173          |

-MORE-

COMMODITY TYPE : PORK, CANNED  
PACK SIZE : 24/24 OZ CAN

CONTRACTOR NAME: LAKESIDE FOODS, INC.  
PLANT ADDRESS : PLAINVIEW MN

| ITEM<br>NUM | -----DESTINATION-----<br>CITY ST | QUANTITY<br>(LBS ) | PRICE PER<br>(LB ) |
|-------------|----------------------------------|--------------------|--------------------|
| 070         | LAS VEGAS NV                     | 36,000             | \$ 2.0080          |
| 071         | LAS VEGAS NV                     | 3,600              | \$ 2.0447          |
|             | RENO NV                          | 32,400             | \$ 2.0447          |
| 072         | PORTLAND OR                      | 36,000             | \$ 1.9967          |
| 073         | SEATTLE WHSE WA                  | 36,000             | \$ 1.9954          |
| 074         | BOSTON MA                        | 36,000             | \$ 2.0066          |
| 075         | HATFIELD MA                      | 9,000              | \$ 2.0150          |
|             | LOWELL MA                        | 9,000              | \$ 2.0150          |
|             | SHREWSBURY MA                    | 18,000             | \$ 2.0150          |
| 076         | JACKSONVILLE/FAS FL              | 360,000            | \$ 2.0094          |
| 077         | RICHMOND VA                      | 18,000             | \$ 2.0066          |
|             | SALEM VA                         | 18,000             | \$ 2.0066          |
| 078         | WINTER HAVEN FL                  | 216,000            | \$ 2.0118          |
| 079         | ATLANTA GA                       | 72,000             | \$ 1.9828          |
| 080         | EDGEWOOD KY                      | 8,316              | \$ 1.9942          |
|             | LEXINGTON KY                     | 18,000             | \$ 1.9942          |
|             | PRESTONSBURG KY                  | 9,684              | \$ 1.9942          |
| 081         | ELIZABETHTOWN KY                 | 14,400             | \$ 1.9891          |
|             | LOUISVILLE KY                    | 14,400             | \$ 1.9891          |
|             | MAYFIELD KY                      | 7,200              | \$ 1.9891          |
| 082         | JACKSON MS                       | 36,000             | \$ 1.9767          |
| 083         | COLUMBIA SC                      | 72,000             | \$ 1.9844          |
| 084         | COOKEVILLE TN                    | 25,164             | \$ 1.9861          |
|             | NASHVILLE TN                     | 10,836             | \$ 1.9861          |
| 085         | FAYETTEVILLE TN                  | 18,504             | \$ 1.9925          |
|             | MEMPHIS TN                       | 17,496             | \$ 1.9925          |
| 086         | CHICAGO IL                       | 72,000             | \$ 1.9537          |
| 087         | SPRINGFIELD IL                   | 36,000             | \$ 1.9615          |
| 088         | ELMIRA MI                        | 9,000              | \$ 1.9464          |
|             | FLINT MI                         | 27,000             | \$ 1.9464          |
| 089         | CROOKSTON MN                     | 12,060             | \$ 1.9598          |
|             | MAPLEWOOD MN                     | 23,940             | \$ 1.9598          |
| 090         | OKLAHOMA CITY OK                 | 21,600             | \$ 1.9830          |
|             | TULSA OK                         | 14,400             | \$ 1.9830          |
| 091         | DALLAS TX                        | 36,000             | \$ 1.9906          |
| 092         | HOUSTON TX                       | 72,000             | \$ 1.9912          |
| 093         | MCALLEN TX                       | 36,000             | \$ 2.0204          |
| 094         | CONCORDIA KS                     | 36,000             | \$ 1.9647          |
| 095         | BRIDGETON MO                     | 28,080             | \$ 1.9677          |
|             | SPRINGFIELD MO                   | 7,920              | \$ 1.9677          |
| 096         | TUCSON AZ                        | 36,000             | \$ 2.0160          |
| 097         | CONCORD CA                       | 36,000             | \$ 2.0069          |
| 098         | LONG BEACH CA                    | 36,000             | \$ 1.9991          |
| 099         | LOS ANGELES CA                   | 72,000             | \$ 1.9971          |
| 100         | MODESTO CA                       | 18,000             | \$ 2.0204          |
|             | SAN FRANCISCO CA                 | 18,000             | \$ 2.0204          |
| 101         | RIVERSIDE CA                     | 36,000             | \$ 1.9974          |
| 102         | SACRAMENTO CA                    | 108,000            | \$ 2.0046          |
| 103         | EAST HAVEN CT                    | 36,000             | \$ 2.0066          |

-MORE-

COMMODITY TYPE : PORK, CANNED  
PACK SIZE : 24/24 OZ CAN

CONTRACTOR NAME: LAKESIDE FOODS, INC.  
PLANT ADDRESS : PLAINVIEW MN

| ITEM<br>NUM | -----DESTINATION-----<br>CITY ST | QUANTITY<br>(LBS ) | PRICE PER<br>(LB ) |
|-------------|----------------------------------|--------------------|--------------------|
| 104         | BOSTON MA                        | 36,000             | \$ 2.0066          |
| 105         | HATFIELD MA                      | 18,000             | \$ 2.0150          |
|             | LOWELL MA                        | 9,000              | \$ 2.0150          |
|             | SHREWSBURY MA                    | 9,000              | \$ 2.0150          |
| 106         | BUFFALO NY                       | 36,000             | \$ 1.9940          |
| 107         | MILLWOOD NY                      | 18,000             | \$ 2.0101          |
|             | ROCHESTER NY                     | 18,000             | \$ 2.0101          |
| 108         | WASHINGTON DC                    | 18,000             | \$ 2.0025          |
|             | DELAWARE CITY DE                 | 18,000             | \$ 2.0025          |
| 109         | JACKSONVILLE/FAS FL              | 360,000            | \$ 2.0094          |
| 110         | BIRMINGHAM AL                    | 16,129             | \$ 1.9964          |
|             | MONTGOMERY AL                    | 19,572             | \$ 1.9964          |
| 111         | BIRMINGHAM AL                    | 9,792              | \$ 2.0127          |
|             | HUNTSVILLE AL                    | 13,464             | \$ 2.0127          |
|             | THEODORE AL                      | 12,744             | \$ 2.0127          |
| 112         | WINTER HAVEN FL                  | 216,000            | \$ 2.0118          |
| 113         | ATHENS GA                        | 36,000             | \$ 1.9851          |
| 114         | ATLANTA GA                       | 72,000             | \$ 1.9828          |
| 115         | ELIZABETHTOWN KY                 | 7,200              | \$ 1.9874          |
|             | LEXINGTON KY                     | 21,600             | \$ 1.9874          |
|             | LOUISVILLE KY                    | 7,200              | \$ 1.9874          |
| 116         | JACKSON MS                       | 72,000             | \$ 1.9767          |
| 117         | COLUMBIA SC                      | 36,000             | \$ 1.9844          |
| 118         | CHATTANOOGA TN                   | 14,904             | \$ 1.9920          |
|             | COVINGTON TN                     | 13,140             | \$ 1.9920          |
|             | ERIN TN                          | 7,956              | \$ 1.9920          |
| 119         | CHATTANOOGA TN                   | 27,000             | \$ 1.9906          |
|             | DUNLAP TN                        | 9,000              | \$ 1.9906          |
| 120         | MOLINE IL                        | 36,000             | \$ 1.9525          |
| 121         | MOLINE IL                        | 36,000             | \$ 1.9525          |
| 122         | PEORIA IL                        | 72,000             | \$ 1.9578          |
| 123         | ST CHARLES IL                    | 36,000             | \$ 1.9527          |
| 124         | EVANSVILLE IN                    | 36,000             | \$ 1.9655          |
| 125         | INDIANAPOLIS IN                  | 180,000            | \$ 1.9611          |
| 126         | BATTLE CREEK MI                  | 16,560             | \$ 1.9730          |
|             | WARREN MI                        | 19,440             | \$ 1.9730          |
| 127         | ELMIRA MI                        | 36,000             | \$ 1.9734          |
| 128         | DETROIT MI                       | 17,640             | \$ 1.9729          |
|             | WESTLAND MI                      | 18,360             | \$ 1.9729          |
| 129         | MAPLEWOOD MN                     | 36,000             | \$ 1.9490          |
| 130         | AKRON OH                         | 36,000             | \$ 1.9682          |
| 131         | CINCINNATI OH                    | 12,600             | \$ 1.9788          |
|             | LOGAN OH                         | 23,400             | \$ 1.9788          |
| 132         | CLEVELAND OH                     | 36,000             | \$ 1.9737          |
| 133         | DAYTON OH                        | 26,640             | \$ 1.9737          |
|             | FAIRFIELD OH                     | 9,360              | \$ 1.9737          |
| 134         | TOLEDO OH                        | 36,000             | \$ 1.9634          |
| 135         | YOUNGSTOWN OH                    | 36,000             | \$ 1.9768          |
| 136         | DARIEN WI                        | 18,720             | \$ 1.9561          |

-MORE-



COMMODITY TYPE : PORK, CANNED  
PACK SIZE : 24/24 OZ CAN

CONTRACTOR NAME: LAKESIDE FOODS, INC.  
PLANT ADDRESS : PLAINVIEW MN

| ITEM<br>NUM | -----DESTINATION-----<br>CITY ST | QUANTITY<br>(LBS ) | PRICE PER<br>(LB ) |
|-------------|----------------------------------|--------------------|--------------------|
|             | EAU CLAIRE WI                    | 17,280             | \$ 1.9561          |
| 137         | ALBUQUERQUE NM                   | 36,000             | \$ 2.0110          |
| 138         | OKLAHOMA CITY OK                 | 21,600             | \$ 1.9830          |
|             | TULSA OK                         | 14,400             | \$ 1.9830          |
| 139         | AUSTIN TX                        | 36,000             | \$ 1.9911          |
| 140         | DALLAS TX                        | 72,000             | \$ 1.9906          |
| 141         | FORT WORTH TX                    | 36,000             | \$ 1.9820          |
| 142         | HOUSTON TX                       | 36,000             | \$ 1.9912          |
| 143         | AMARILLO TX                      | 13,680             | \$ 1.9916          |
|             | LUBBOCK TX                       | 22,320             | \$ 1.9916          |
| 144         | MCALEEN TX                       | 36,000             | \$ 2.0204          |
| 145         | ODESSA TX                        | 36,000             | \$ 2.0106          |
| 146         | SAN ANTONIO TX                   | 36,000             | \$ 1.9946          |
| 147         | TYLER TX                         | 36,000             | \$ 1.9906          |
| 148         | COLORADO SPRING CO               | 10,944             | \$ 2.0027          |
|             | DENVER CO                        | 25,056             | \$ 2.0027          |
| 149         | COLORADO SPRING CO               | 22,176             | \$ 2.0061          |
|             | PUEBLO CO                        | 13,824             | \$ 2.0061          |
| 150         | DENVER CO                        | 36,000             | \$ 1.9940          |
| 151         | DENVER CO                        | 17,496             | \$ 2.0006          |
|             | GREELEY CO                       | 18,504             | \$ 2.0006          |
| 152         | DES MOINES IA                    | 36,000             | \$ 1.9525          |
| 153         | CONCORDIA KS                     | 36,000             | \$ 1.9647          |
| 154         | BRIDGFTON MO                     | 13,032             | \$ 1.9685          |
|             | COLUMBIA MO                      | 22,968             | \$ 1.9685          |
| 155         | KANSAS CITY MO                   | 26,208             | \$ 1.9592          |
|             | ST JOSEPH MO                     | 9,792              | \$ 1.9592          |
| 156         | OMAHA NE                         | 36,000             | \$ 1.9552          |
| 157         | SALT LAKE CITY UT                | 37,000             | \$ 2.0106          |
|             | MILLS WY                         | 9,000              | \$ 2.0106          |
| 158         | MESA AZ                          | 36,000             | \$ 2.0177          |
| 159         | PHOENIX AZ                       | 36,000             | \$ 2.0177          |
| 160         | GARDEN GROVE CA                  | 36,000             | \$ 1.9986          |
| 161         | LONG BEACH CA                    | 72,000             | \$ 1.9991          |
| 162         | LOS ANGELES CA                   | 72,000             | \$ 1.9937          |
| 163         | LOS ANGELES/FAS CA               | 36,000             | \$ 1.9937          |
| 164         | OAKLAND CA                       | 36,000             | \$ 2.0074          |
| 165         | SACRAMENTO CA                    | 108,000            | \$ 2.0046          |
| 166         | SAN BERNARDINO CA                | 36,000             | \$ 2.0042          |
| 167         | RIVERSIDE CA                     | 18,000             | \$ 2.0035          |
|             | SAN BERNARDINO CA                | 18,000             | \$ 2.0035          |
| 168         | SAN DIEGO CA                     | 36,000             | \$ 2.0086          |
| 169         | PORTLAND OR                      | 36,000             | \$ 1.9967          |

TOTAL AWARDED: 8,424,000

An electronic version of this food purchase report can be obtained via  
the World Wide Web at: <http://www.ams.usda.gov/LSCP>



CONTRACTOR

CONTRACT 120297195

CONTRACT DATE: 04/07/09

LAKESIDE FOODS, INC.  
 808 HAMILTON STREET  
 P.O. BOX 1327  
 MANITOWOC WI 54221-1327

J. SCHWARZHOFF 920-684-3356  
 TRANS: 9206864070 TYPE: TCP  
 ANSBK:

USDA ACCEPTS YOUR OFFER RECEIVED 04/03/09 UNDER ANNOUNCEMENT LS128  
 INVITATION 200 FOR MEAT, MISC PRODUCTS

PROCESSING PLANT PLAINVIEW MN

COMM/PACK PORK, CANNED

24/24 OZ CAN

| SHIPPING PERIOD   | ITEM<br>NUM      | -----DESTINATION-----<br>CITY ST | QUANTITY<br>(LBS) | PRICE PER<br>(LBS) |
|-------------------|------------------|----------------------------------|-------------------|--------------------|
| 05/16/09-05/31/09 | 001              | EAST HAVEN CT                    | 36000             | \$ 2.0145          |
|                   | 002              | BOSTON MA                        | 36000             | \$ 2.0188          |
|                   | 003              | AUBURN ME                        | 18000             | \$ 2.0201          |
|                   |                  | AUGUSTA ME                       | 18000             | \$ 2.0201          |
|                   | 004              | BRONX NY                         | 72000             | \$ 2.0080          |
|                   | 005              | EAST SYRACUSE NY                 | 36000             | \$ 2.0018          |
|                   | 006              | ROCHESTER NY                     | 36000             | \$ 1.9971          |
|                   | 007              | CRANSTON RI                      | 36000             | \$ 2.0211          |
|                   | 008              | ALTOONA PA                       | 180000            | \$ 1.9967          |
|                   | 009              | COAL TOWNSHIP PA                 | 36000             | \$ 1.9916          |
|                   | 010              | COAL TOWNSHIP PA                 | 9000              | \$ 2.0042          |
|                   |                  | WILKES-BARRE PA                  | 27000             | \$ 2.0042          |
|                   | 011              | PHILADELPHIA PA                  | 108000            | \$ 2.0061          |
|                   | 012              | NORFOLK VA                       | 36000             | \$ 1.9975          |
|                   | 013              | SALEM VA                         | 72000             | \$ 1.9894          |
|                   | 014              | BIRMINGHAM AL                    | 16128             | \$ 1.9964          |
|                   |                  | MONTGOMERY AL                    | 19872             | \$ 1.9964          |
|                   | 015              | BIRMINGHAM AL                    | 9792              | \$ 2.0127          |
|                   |                  | HUNTSVILLE AL                    | 13464             | \$ 2.0127          |
|                   |                  | THEODORE AL                      | 12744             | \$ 2.0127          |
|                   | 016              | MILTON FL                        | 36000             | \$ 2.0017          |
| 017               | WINTER HAVEN FL  | 36000                            | \$ 2.0118         |                    |
| 018               | ATLANTA GA       | 72000                            | \$ 1.9923         |                    |
| 019               | ELIZABETHTOWN KY | 14400                            | \$ 1.9780         |                    |
|                   | LOUISVILLE KY    | 14400                            | \$ 1.9780         |                    |
|                   | MAYFIELD KY      | 7200                             | \$ 1.9780         |                    |
| 020               | EDGEWOOD KY      | 8316                             | \$ 1.9872         |                    |
|                   | LEXINGTON KY     | 9684                             | \$ 1.9872         |                    |
|                   | PRESTONSBURG KY  | 18000                            | \$ 1.9872         |                    |
| 021               | JACKSON MS       | 36000                            | \$ 1.9767         |                    |

-MORE-

CONTRACTOR

CONTRACT 120297195

CONTRACT DATE: 04/07/09

LAKESIDE FOODS, INC.

PROCESSING PLANT PLAINVIEW MN

COMM/PACK PORK, CANNED

24/24 OZ CAN

| SHIPPING PERIOD   | ITEM<br>NUM | -----DESTINATION-----<br>CITY | ST | QUANTITY<br>(LBS) | PRICE PER<br>(LBS) |
|-------------------|-------------|-------------------------------|----|-------------------|--------------------|
| 05/16/09-05/31/09 | 022         | COLUMBIA                      | SC | 72000             | \$ 1.9844          |
|                   | 023         | DYERSBURG                     | TN | 18000             | \$ 1.9771          |
|                   |             | HENDERSON                     | TN | 18000             | \$ 1.9771          |
|                   | 024         | JOHNSON CITY                  | TN | 14832             | \$ 1.9940          |
|                   |             | KNOXVILLE                     | TN | 21168             | \$ 1.9940          |
|                   | 025         | CHICAGO                       | IL | 36000             | \$ 1.9537          |
|                   | 026         | MOLINE                        | IL | 72000             | \$ 1.9525          |
|                   | 027         | PEORIA                        | IL | 72000             | \$ 1.9578          |
|                   | 028         | URBANA                        | IL | 36000             | \$ 1.9578          |
|                   | 029         | EVANSVILLE                    | IN | 36000             | \$ 1.9655          |
|                   | 030         | ELMIRA                        | MI | 36000             | \$ 1.9734          |
|                   | 031         | WARREN                        | MI | 36000             | \$ 1.9703          |
|                   | 032         | MAPLEWOOD                     | MN | 36000             | \$ 1.9497          |
|                   | 033         | MAPLEWOOD                     | MN | 21888             | \$ 1.9504          |
|                   |             | ROCHESTER                     | MN | 14112             | \$ 1.9504          |
|                   | 034         | AKRON                         | OH | 36000             | \$ 1.9682          |
|                   | 035         | CINCINNATI                    | OH | 36000             | \$ 1.9659          |
|                   | 036         | CLEVELAND                     | OH | 36000             | \$ 1.9676          |
|                   | 037         | COLUMBUS                      | OH | 36000             | \$ 1.9734          |
|                   | 038         | FAIRFIELD                     | OH | 9000              | \$ 1.9798          |
|                   |             | LIMA                          | OH | 18000             | \$ 1.9798          |
|                   |             | SPRINGFIELD                   | OH | 9000              | \$ 1.9798          |
|                   | 039         | LITTLE ROCK                   | AR | 108000            | \$ 1.9813          |
|                   | 040         | NEW ORLEANS                   | LA | 36000             | \$ 1.9976          |
|                   | 041         | ALBUQUERQUE                   | NM | 36000             | \$ 2.0110          |
|                   | 042         | OKLAHOMA CITY                 | OK | 21600             | \$ 1.9822          |
|                   |             | TULSA                         | OK | 14400             | \$ 1.9822          |
|                   | 043         | AUSTIN                        | TX | 36000             | \$ 1.9911          |
|                   | 044         | BEAUMONT                      | TX | 23400             | \$ 2.0008          |
|                   |             | VICTORIA                      | TX | 12600             | \$ 2.0008          |
|                   | 045         | DALLAS                        | TX | 36000             | \$ 1.9906          |
|                   | 046         | FORT WORTH                    | TX | 36000             | \$ 1.9820          |
|                   | 047         | HOUSTON                       | TX | 72000             | \$ 2.0038          |
|                   | 048         | MCALLEN                       | TX | 36000             | \$ 2.0204          |
|                   | 049         | CORPUS CHRISTI                | TX | 18000             | \$ 2.0391          |
|                   |             | ODESSA                        | TX | 18000             | \$ 2.0391          |
|                   | 050         | SAN ANTONIO                   | TX | 36000             | \$ 1.9946          |
|                   | 051         | DES MOINES                    | IA | 36000             | \$ 1.9532          |
|                   | 052         | BRIDGETON                     | MO | 36000             | \$ 1.9584          |
|                   | 053         | BRIDGETON                     | MO | 18324             | \$ 1.9641          |

-MORE-

CONTRACTOR

CONTRACT 120297195

CONTRACT DATE: 04/07/09

LAKESIDE FOODS, INC.

PROCESSING PLANT PLAINVIEW MN

COMM/PACK PORK, CANNED

24/24 OZ CAN

| SHIPPING PERIOD   | ITEM<br>NUM       | ----DESTINATION----<br>CITY ST | QUANTITY<br>(LBS) | PRICE PER<br>(LBS) |
|-------------------|-------------------|--------------------------------|-------------------|--------------------|
| 05/16/09-05/31/09 |                   | CAPE GIRARDEAU MO              | 17676             | \$ 1.9641          |
|                   | 054               | KANSAS CITY MO                 | 9324              | \$ 1.9703          |
|                   |                   | SPRINGFIELD MO                 | 26676             | \$ 1.9703          |
|                   | 055               | SALT LAKE CITY UT              | 36000             | \$ 2.0083          |
|                   | 056               | MESA AZ                        | 36000             | \$ 2.0177          |
|                   | 057               | PHOENIX AZ                     | 36000             | \$ 2.0177          |
|                   | 058               | BAKERSFIELD CA                 | 36000             | \$ 2.0064          |
|                   | 059               | BELL CA                        | 36000             | \$ 1.9974          |
|                   | 060               | FRESNO CA                      | 36000             | \$ 2.0100          |
|                   | 061               | IRVINE CA                      | 36000             | \$ 1.9940          |
|                   | 062               | LONG BEACH CA                  | 36000             | \$ 1.9991          |
|                   | 063               | LOS ANGELES CA                 | 72000             | \$ 1.9937          |
|                   | 064               | SACRAMENTO CA                  | 108000            | \$ 2.0137          |
|                   | 065               | SAN DIEGO CA                   | 36000             | \$ 2.0086          |
|                   | 066               | SAN JOSE CA                    | 36000             | \$ 2.0103          |
|                   | 067               | SALINAS CA                     | 14400             | \$ 2.0142          |
|                   |                   | SAN JOSE CA                    | 10800             | \$ 2.0142          |
|                   |                   | WATSONVILLE CA                 | 10800             | \$ 2.0142          |
|                   | 068               | BOISE ID                       | 12024             | \$ 2.0229          |
|                   |                   | CALDWELL ID                    | 11988             | \$ 2.0229          |
|                   |                   | LEWISTON ID                    | 11988             | \$ 2.0229          |
|                   | 069               | IDAHO FALLS ID                 | 11988             | \$ 2.0173          |
|                   |                   | POCATELLO ID                   | 12024             | \$ 2.0173          |
|                   |                   | TWIN FALLS ID                  | 11988             | \$ 2.0173          |
|                   | 070               | LAS VEGAS NV                   | 36000             | \$ 2.0080          |
|                   | 071               | LAS VEGAS NV                   | 3600              | \$ 2.0447          |
|                   |                   | RENO NV                        | 32400             | \$ 2.0447          |
| 072               | PORTLAND OR       | 36000                          | \$ 1.9967         |                    |
| 073               | SEATTLE WHSE * WA | 36000                          | \$ 1.9954         |                    |
| 06/01/09-06/15/09 | 074               | BOSTON MA                      | 36000             | \$ 2.0066          |
|                   | 075               | HATFIELD MA                    | 9000              | \$ 2.0150          |
|                   |                   | LOWELL MA                      | 9000              | \$ 2.0150          |
|                   |                   | SHREWSBURY MA                  | 18000             | \$ 2.0150          |
|                   | 076               | JACKSONVILLE/FAS* FL           | 360000            | \$ 2.0094          |
|                   | 077               | RICHMOND VA                    | 18000             | \$ 2.0066          |
|                   |                   | SALEM VA                       | 18000             | \$ 2.0066          |
|                   | 078               | WINTER HAVEN FL                | 216000            | \$ 2.0118          |
|                   | 079               | ATLANTA GA                     | 72000             | \$ 1.9828          |
|                   | 080               | EDGEWOOD KY                    | 8316              | \$ 1.9942          |
|                   | LEXINGTON KY      | 18000                          | \$ 1.9942         |                    |

-MORE-

CONTRACTOR

CONTRACT 120297195

CONTRACT DATE: 04/07/09

LAKESIDE FOODS, INC.

PROCESSING PLANT PLAINVIEW MN

COMM/PACK PORK, CANNED

24/24 OZ CAN

| SHIPPING PERIOD   | ITEM<br>NUM   | ----DESTINATION----<br>CITY | ST     | QUANTITY<br>(LBS) | PRICE PER<br>(LBS) |
|-------------------|---------------|-----------------------------|--------|-------------------|--------------------|
| 06/01/09-06/15/09 | 081           | PRESTONSBURG                | KY     | 9684              | \$ 1.9942          |
|                   |               | ELIZABETHTOWN               | KY     | 14400             | \$ 1.9891          |
|                   |               | LOUISVILLE                  | KY     | 14400             | \$ 1.9891          |
|                   |               | MAYFIELD                    | KY     | 7200              | \$ 1.9891          |
|                   | 082           | JACKSON                     | MS     | 36000             | \$ 1.9767          |
|                   | 083           | COLUMBIA                    | SC     | 72000             | \$ 1.9844          |
|                   | 084           | COOKEVILLE                  | TN     | 25164             | \$ 1.9861          |
|                   |               | NASHVILLE                   | TN     | 10836             | \$ 1.9861          |
|                   | 085           | FAYETTEVILLE                | TN     | 18504             | \$ 1.9925          |
|                   |               | MEMPHIS                     | TN     | 17496             | \$ 1.9925          |
| 086               | CHICAGO       | IL                          | 72000  | \$ 1.9537         |                    |
| 087               | SPRINGFIELD   | IL                          | 36000  | \$ 1.9615         |                    |
| 088               | ELMIRA        | MI                          | 9000   | \$ 1.9464         |                    |
|                   | FLINT         | MI                          | 27000  | \$ 1.9464         |                    |
| 089               | CROOKSTON     | MN                          | 12060  | \$ 1.9598         |                    |
|                   | MAPLEWOOD     | MN                          | 23940  | \$ 1.9598         |                    |
| 090               | OKLAHOMA CITY | OK                          | 21600  | \$ 1.9830         |                    |
|                   | TULSA         | OK                          | 14400  | \$ 1.9830         |                    |
| 091               | DALLAS        | TX                          | 36000  | \$ 1.9906         |                    |
| 092               | HOUSTON       | TX                          | 72000  | \$ 1.9912         |                    |
| 093               | MCALLEN       | TX                          | 36000  | \$ 2.0204         |                    |
| 094               | CONCORDIA     | KS                          | 36000  | \$ 1.9647         |                    |
| 095               | BRIDGETON     | MO                          | 28080  | \$ 1.9677         |                    |
|                   | SPRINGFIELD   | MO                          | 7920   | \$ 1.9677         |                    |
| 096               | TUCSON        | AZ                          | 36000  | \$ 2.0160         |                    |
| 097               | CONCORD       | CA                          | 36000  | \$ 2.0069         |                    |
| 098               | LONG BEACH    | CA                          | 36000  | \$ 1.9991         |                    |
| 099               | LOS ANGELES   | CA                          | 72000  | \$ 1.9971         |                    |
| 100               | MODESTO       | CA                          | 18000  | \$ 2.0204         |                    |
|                   | SAN FRANCISCO | CA                          | 18000  | \$ 2.0204         |                    |
| 101               | RIVERSIDE     | CA                          | 36000  | \$ 1.9974         |                    |
| 102               | SACRAMENTO    | CA                          | 108000 | \$ 2.0046         |                    |
| 06/16/09-06/30/09 | 103           | EAST HAVEN                  | CT     | 36000             | \$ 2.0066          |
|                   | 104           | BOSTON                      | MA     | 36000             | \$ 2.0066          |
|                   |               | HATFIELD                    | MA     | 18000             | \$ 2.0150          |
|                   | 105           | LOWELL                      | MA     | 9000              | \$ 2.0150          |
|                   |               | SHREWSBURY                  | MA     | 9000              | \$ 2.0150          |
| 106               | BUFFALO       | NY                          | 36000  | \$ 1.9940         |                    |
| 107               | MILLWOOD      | NY                          | 18000  | \$ 2.0101         |                    |
|                   | ROCHESTER     | NY                          | 18000  | \$ 2.0101         |                    |

-MORE-

CONTRACTOR

CONTRACT 120297195

CONTRACT DATE: 04/07/09

LAKESIDE FOODS, INC.

PROCESSING PLANT PLAINVIEW MN

COMM/PACK PORK, CANNED

24/24 OZ CAN

| SHIPPING PERIOD   | ITEM<br>NUM   | ----DESTINATION----<br>CITY ST | QUANTITY<br>(LBS) | PRICE PER<br>(LBS) |
|-------------------|---------------|--------------------------------|-------------------|--------------------|
| 06/16/09-06/30/09 | 108           | DELAWARE CITY DE               | 18000             | \$ 2.0025          |
|                   |               | WASHINGTON DC                  | 18000             | \$ 2.0025          |
|                   | 109           | JACKSONVILLE/FAS* FL           | 360000            | \$ 2.0094          |
|                   | 110           | BIRMINGHAM AL                  | 16128             | \$ 1.9964          |
|                   |               | MONTGOMERY AL                  | 19872             | \$ 1.9964          |
|                   | 111           | BIRMINGHAM AL                  | 9792              | \$ 2.0127          |
|                   |               | HUNTSVILLE AL                  | 13464             | \$ 2.0127          |
|                   |               | THEODORE AL                    | 12744             | \$ 2.0127          |
|                   | 112           | WINTER HAVEN FL                | 216000            | \$ 2.0118          |
|                   | 113           | ATHENS GA                      | 36000             | \$ 1.9851          |
|                   | 114           | ATLANTA GA                     | 72000             | \$ 1.9828          |
|                   | 115           | ELIZABETHTOWN KY               | 7200              | \$ 1.9874          |
|                   |               | LEXINGTON KY                   | 21600             | \$ 1.9874          |
|                   |               | LOUISVILLE KY                  | 7200              | \$ 1.9874          |
|                   | 116           | JACKSON MS                     | 72000             | \$ 1.9767          |
|                   | 117           | COLUMBIA SC                    | 36000             | \$ 1.9844          |
|                   | 118           | CHATTANOOGA TN                 | 14904             | \$ 1.9920          |
|                   |               | COVINGTON TN                   | 13140             | \$ 1.9920          |
|                   |               | ERIN TN                        | 7956              | \$ 1.9920          |
|                   | 119           | CHATTANOOGA TN                 | 27000             | \$ 1.9906          |
|                   |               | DUNLAP TN                      | 9000              | \$ 1.9906          |
|                   | 120           | MOLINE IL                      | 36000             | \$ 1.9525          |
|                   | 121           | MOLINE IL                      | 36000             | \$ 1.9525          |
|                   | 122           | PEORIA IL                      | 72000             | \$ 1.9578          |
|                   | 123           | ST CHARLES IL                  | 36000             | \$ 1.9527          |
|                   | 124           | EVANSVILLE IN                  | 36000             | \$ 1.9655          |
|                   | 125           | INDIANAPOLIS IN                | 180000            | \$ 1.9611          |
|                   | 126           | BATTLE CREEK MI                | 16560             | \$ 1.9730          |
|                   |               | WARREN MI                      | 19440             | \$ 1.9730          |
|                   | 127           | ELMIRA MI                      | 36000             | \$ 1.9734          |
|                   | 128           | DETROIT MI                     | 17640             | \$ 1.9729          |
|                   |               | WESTLAND MI                    | 18360             | \$ 1.9729          |
|                   | 129           | MAPLEWOOD MN                   | 36000             | \$ 1.9490          |
|                   | 130           | AKRON OH                       | 36000             | \$ 1.9682          |
| 131               | CINCINNATI OH | 12600                          | \$ 1.9788         |                    |
|                   | LOGAN OH      | 23400                          | \$ 1.9788         |                    |
| 132               | CLEVELAND OH  | 36000                          | \$ 1.9737         |                    |
| 133               | DAYTON OH     | 26640                          | \$ 1.9737         |                    |
|                   | FAIRFIELD OH  | 9360                           | \$ 1.9737         |                    |
| 134               | TOLEDO OH     | 36000                          | \$ 1.9634         |                    |

-MORE-

CONTRACTOR

CONTRACT 120297195

CONTRACT DATE: 04/07/09

LAKESIDE FOODS, INC.

PROCESSING PLANT PLAINVIEW MN

COMM/PACK PORK, CANNED

24/24 OZ CAN

| SHIPPING PERIOD   | ITEM<br>NUM      | ---DESTINATION---<br>CITY | ST     | QUANTITY<br>(LBS) | PRICE PER<br>(LBS) |
|-------------------|------------------|---------------------------|--------|-------------------|--------------------|
| 06/16/09-06/30/09 | 135              | YOUNGSTOWN                | OH     | 36000             | \$ 1.9768          |
|                   | 136              | DARIEN                    | WI     | 18720             | \$ 1.9561          |
|                   |                  | EAU CLAIRE                | WI     | 17280             | \$ 1.9561          |
|                   | 137              | ALBUQUERQUE               | NM     | 36000             | \$ 2.0110          |
|                   | 138              | OKLAHOMA CITY             | OK     | 21600             | \$ 1.9830          |
|                   |                  | TULSA                     | OK     | 14400             | \$ 1.9830          |
|                   | 139              | AUSTIN                    | TX     | 36000             | \$ 1.9911          |
|                   | 140              | DALLAS                    | TX     | 72000             | \$ 1.9906          |
|                   | 141              | FORT WORTH                | TX     | 36000             | \$ 1.9820          |
|                   | 142              | HOUSTON                   | TX     | 36000             | \$ 1.9912          |
|                   | 143              | AMARILLO                  | TX     | 13680             | \$ 1.9916          |
|                   |                  | LUBBOCK                   | TX     | 22320             | \$ 1.9916          |
|                   | 144              | MCALLEN                   | TX     | 36000             | \$ 2.0204          |
|                   | 145              | ODESSA                    | TX     | 36000             | \$ 2.0106          |
|                   | 146              | SAN ANTONIO               | TX     | 36000             | \$ 1.9946          |
|                   | 147              | TYLER                     | TX     | 36000             | \$ 1.9906          |
|                   | 148              | COLORADO SPRING           | CO     | 10944             | \$ 2.0027          |
|                   |                  | DENVER                    | CO     | 25056             | \$ 2.0027          |
|                   | 149              | COLORADO SPRING           | CO     | 22176             | \$ 2.0061          |
|                   |                  | PUEBLO                    | CO     | 13824             | \$ 2.0061          |
|                   | 150              | DENVER                    | CO     | 36000             | \$ 1.9940          |
|                   | 151              | DENVER                    | CO     | 17496             | \$ 2.0006          |
|                   |                  | GREELEY                   | CO     | 18504             | \$ 2.0006          |
|                   | 152              | DES MOINES                | IA     | 36000             | \$ 1.9525          |
|                   | 153              | CONCORDIA                 | KS     | 36000             | \$ 1.9647          |
|                   | 154              | BRIDGETON                 | MO     | 13032             | \$ 1.9685          |
|                   |                  | COLUMBIA                  | MO     | 22968             | \$ 1.9685          |
|                   | 155              | KANSAS CITY               | MO     | 26208             | \$ 1.9592          |
|                   |                  | ST JOSEPH                 | MO     | 9792              | \$ 1.9592          |
|                   | 156              | OMAHA                     | NE     | 36000             | \$ 1.9552          |
|                   | 157              | MILLS                     | WY     | 9000              | \$ 2.0106          |
|                   | SALT LAKE CITY   | UT                        | 27000  | \$ 2.0106         |                    |
| 158               | MESA             | AZ                        | 36000  | \$ 2.0177         |                    |
| 159               | PHOENIX          | AZ                        | 36000  | \$ 2.0177         |                    |
| 160               | GARDEN GROVE     | CA                        | 36000  | \$ 1.9986         |                    |
| 161               | LONG BEACH       | CA                        | 72000  | \$ 1.9991         |                    |
| 162               | LOS ANGELES      | CA                        | 72000  | \$ 1.9937         |                    |
| 163               | LOS ANGELES/FAS* | CA                        | 36000  | \$ 1.9937         |                    |
| 164               | OAKLAND          | CA                        | 36000  | \$ 2.0074         |                    |
| 165               | SACRAMENTO       | CA                        | 108000 | \$ 2.0046         |                    |

-MORE-

CONTRACTOR

CONTRACT 120297195

CONTRACT DATE: 04/07/09

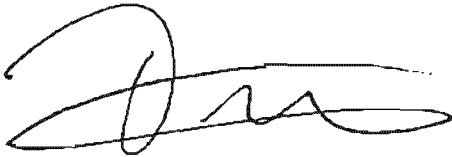
LAKESIDE FOODS, INC.

PROCESSING PLANT PLAINVIEW MN

COMM/PACK PORK, CANNED

24/24 OZ CAN

| SHIPPING PERIOD   | ITEM<br>NUM | -----DESTINATION-----<br>CITY | ST | QUANTITY<br>(LBS) | PRICE PER<br>(LBS) |
|-------------------|-------------|-------------------------------|----|-------------------|--------------------|
| 06/16/09-06/30/09 | 166         | SAN BERNARDINO                | CA | 36000 \$          | 2.0042             |
|                   | 167         | RIVERSIDE                     | CA | 18000 \$          | 2.0035             |
|                   |             | SAN BERNARDINO                | CA | 18000 \$          | 2.0035             |
|                   | 168         | SAN DIEGO                     | CA | 36000 \$          | 2.0086             |
|                   | 169         | PORTLAND                      | OR | 36000 \$          | 1.9967             |



DUANE WILLIAMS  
 CONTRACTING OFFICER  
 LSS PROGRAM  
 ACCT. NO.: 348010869  
 AGRICULTURAL MARKETING SERVICE  
 202-720-2650



REPORT NO.: H2K03124  
REFERENCE : AMSR23

PCIMS - LOG OF BIDDERS  
L&S DIVISION

PAGE: 1  
PROCESSING DATE: 04/03/09  
PROCESSING TIME: 15:02:46

ANNOUNCEMENT : LS128  
INVITATION : 200  
INV/PUR TYPE : DE

COMMODITY GROUP : 24 MEAT, MISC PRODUCTS  
ANALYSIS / RUN : 01 / 01

| VENDOR NAME AND ADDRESS   | VENDOR NUMBER | BID * STATUS | COMMODITY TYPES ** |
|---|---------------|--------------|--------------------|
| -----<br>LAKESIDE FOODS, INC.<br>608 HAMILTON STREET<br>MANITOWOC WI 54221 1327 | 0949          | A            | 60                 |

NUMBER OF VENDORS OFFERING : 1  
NUMBER OF VENDORS RECEIVING CONTRACTS : 1

\* A - AWARDED  
R - RESPONSIVE  
N - NON-RESPONSIVE  
\*\* LISTED ON INVITATION

REPORT NO. : MZK03136  
REFERENCE : AMSR26

PCIMS - BIDDER CONSTRAINTS AWARD LIST  
LSS DIVISION

PAGE: 1  
PROCESSING DATE: 04/03/09  
PROCESSING TIME: 15:02:46

ANNOUNCEMENT : LS128  
INVITATION : 200

COMMODITY GROUP : 24 MEAT, MISC PRODUCTS  
ANALYSIS / RUN : 01 / 01

| VENDOR* | CONSTRAINT<br>NUMBER | CONSTRAINT<br>TYPE | CONSTRAINT<br>UNITS | AWARD<br>UNITS | COMMODITY<br>TYPE/PS** | PLANT*** | SHIPPING<br>PERIOD*** | SHIPPING<br>POINT*** | PLANT/BID<br>NUMBER*** |
|---------|----------------------|--------------------|---------------------|----------------|------------------------|----------|-----------------------|----------------------|------------------------|
| 0949    | 1                    | MAX                | 120                 | 91             | 6025                   | 1        | 1                     |                      |                        |
|         | 2                    | MAX                | 120                 | 50             | 6025                   | 1        | 2                     |                      |                        |
|         | 3                    | MAX                | 120                 | 93             | 6025                   | 1        | 3                     |                      |                        |
|         | 4                    | MAX                | 280                 | 234            | 6025                   | 1        |                       |                      |                        |

\* FROM LOG OF BIDDERS  
\*\* LISTED ON INVITATION  
\*\*\* COMPUTER GENERATED



00 014 AL07000 \* 0949  
1.9964



1.9578

00 028 IL77003 \* 0949  
1.9578





2.0110

00 042 OK75000 \* 0549  
1.9322



2.0003

00 056 AZ46000 \* 0949  
2.0177



2.0173

00 070 NV40000 \* 0949  
2.0050



1.9844

00 084 TN16920 \*

0949

1.9861





2.0069

00 098 CA43000 \* 0949  
1.9991



2.0127

00 112 FL78275 \*

0949

2.0115



1.9611

00 126 MI05920 \*

0949

1.9730





1.9911

00 140 TX19000 \* 0979  
1.9906



1.9647

00 154 MO08398 \* 0949  
1.9685



2.0035

00 168 CA66000 \*

0949

2.0086



REPORT NO. : MZK03135 CV  
 REFERENCE : AMSR34

#CIMS - INVITATION VS PURCHASE REPORT  
 LSS DIVISION

PAGE: 1  
 PROCESSING DATE: 04/06/09  
 PROCESSING TIME: 11:20:35

ANNOUNCEMENT : LS128  
 INVITATION : 200

COMMODITY GROUP : 24 MEAT, MISC PRODUCTS  
 ANALYSIS / RUN : 01 / 01

| ITEM<br>NUM | COMM<br>TY/PS | COMM<br>ST | D/O<br>NUM | QUANTITY<br>(LBS) | D/O<br>---DESTINATION--- |               | VENDOR NAME | CONTRACT<br>NUMBER | PRICE PER<br>(LBS) | CONTRACT<br>QTY | PURCHASE DESTINATION |               |    |
|-------------|---------------|------------|------------|-------------------|--------------------------|---------------|-------------|--------------------|--------------------|-----------------|----------------------|---------------|----|
|             |               |            |            |                   | CITY                     | ST            |             |                    |                    |                 | CITY                 | ST            |    |
| 001         | 60            | 25         | A722       | 309-K-001         | 36,000                   | EAST HAVEN    | CT          | LAKESIDE FOODS,    | 120297195          | \$ 2.0145       | 36,000               | EAST HAVEN    | CT |
| 002         | 60            | 25         | A722       | 125-K-001         | 36,000                   | BOSTON        | MA          | LAKESIDE FOODS,    | 120297195          | \$ 2.0188       | 36,000               | BOSTON        | MA |
| 003         | 60            | 25         | A722       | 223-K-001S        | 18,000                   | AUBURN        | ME          | LAKESIDE FOODS,    | 120297195          | \$ 2.0201       | 18,000               | AUBURN        | ME |
|             |               |            |            | 223-K-002T        | 18,000                   | AUGUSTA       | ME          | LAKESIDE FOODS,    | 120297195          | \$ 2.0201       | 18,000               | AUGUSTA       | ME |
| 004         | 60            | 25         | A722       | 136-K-002         | 36,000                   | BRONX         | NY          | LAKESIDE FOODS,    | 120297195          | \$ 2.0030       | 36,000               | BRONX         | NY |
|             |               |            |            | 136-K-003         | 36,000                   | BRONX         | NY          | LAKESIDE FOODS,    | 120297195          | \$ 2.0030       | 36,000               | BRONX         | NY |
| 005         | 60            | 25         | A722       | 136-K-004         | 36,000                   | EAST SYRACUSE | NY          | LAKESIDE FOODS,    | 120297195          | \$ 2.0018       | 36,000               | EAST SYRACUSE | NY |
| 006         | 60            | 25         | A722       | 136-K-005         | 36,000                   | ROCHESTER     | NY          | LAKESIDE FOODS,    | 120297195          | \$ 1.9971       | 36,000               | ROCHESTER     | NY |
| 007         | 60            | 25         | A722       | 144-K-001         | 36,000                   | CRANSTON      | RI          | LAKESIDE FOODS,    | 120297195          | \$ 2.0211       | 36,000               | CRANSTON      | RI |
| 008         | 60            | 25         | A722       | 142-K-008         | 36,000                   | ALTOONA       | PA          | LAKESIDE FOODS,    | 120297195          | \$ 1.9967       | 36,000               | ALTOONA       | PA |
|             |               |            |            | 142-K-009         | 36,000                   | ALTOONA       | PA          | LAKESIDE FOODS,    | 120297195          | \$ 1.9967       | 36,000               | ALTOONA       | PA |
|             |               |            |            | 142-K-010         | 36,000                   | ALTOONA       | PA          | LAKESIDE FOODS,    | 120297195          | \$ 1.9967       | 36,000               | ALTOONA       | PA |
|             |               |            |            | 142-K-011         | 36,000                   | ALTOONA       | PA          | LAKESIDE FOODS,    | 120297195          | \$ 1.9967       | 36,000               | ALTOONA       | PA |
|             |               |            |            | 142-K-018         | 36,000                   | ALTOONA       | PA          | LAKESIDE FOODS,    | 120297195          | \$ 1.9967       | 36,000               | ALTOONA       | PA |
| 009         | 60            | 25         | A722       | 142-K-012         | 36,000                   | COAL TOWNSHIP | PA          | LAKESIDE FOODS,    | 120297195          | \$ 1.9916       | 36,000               | COAL TOWNSHIP | PA |
| 010         | 60            | 25         | A722       | 142-K-013S        | 9,000                    | COAL TOWNSHIP | PA          | LAKESIDE FOODS,    | 120297195          | \$ 2.0042       | 9,000                | COAL TOWNSHIP | PA |
|             |               |            |            | 142-K-014T        | 27,000                   | WILKES-BARRE  | PA          | LAKESIDE FOODS,    | 120297195          | \$ 2.0042       | 27,000               | WILKES-BARRE  | PA |
| 011         | 60            | 25         | A722       | 142-K-015         | 36,000                   | PHILADELPHIA  | PA          | LAKESIDE FOODS,    | 120297195          | \$ 2.0061       | 36,000               | PHILADELPHIA  | PA |
|             |               |            |            | 142-K-016         | 36,000                   | PHILADELPHIA  | PA          | LAKESIDE FOODS,    | 120297195          | \$ 2.0061       | 36,000               | PHILADELPHIA  | PA |
|             |               |            |            | 142-K-017         | 36,000                   | PHILADELPHIA  | PA          | LAKESIDE FOODS,    | 120297195          | \$ 2.0061       | 36,000               | PHILADELPHIA  | PA |
| 012         | 60            | 25         | A722       | 151-K-002         | 36,000                   | NORFOLK       | VA          | LAKESIDE FOODS,    | 120297195          | \$ 1.9975       | 36,000               | NORFOLK       | VA |
| 013         | 60            | 25         | A722       | 151-K-001         | 36,000                   | SALEM         | VA          | LAKESIDE FOODS,    | 120297195          | \$ 1.9894       | 36,000               | SALEM         | VA |
|             |               |            |            | 151-K-003         | 36,000                   | SALEM         | VA          | LAKESIDE FOODS,    | 120297195          | \$ 1.9894       | 36,000               | SALEM         | VA |
| 014         | 60            | 25         | A722       | 101-K-004S        | 16,128                   | BIRMINGHAM    | AL          | LAKESIDE FOODS,    | 120297195          | \$ 1.9964       | 16,128               | BIRMINGHAM    | AL |
|             |               |            |            | 101-K-005T        | 19,872                   | MONTGOMERY    | AL          | LAKESIDE FOODS,    | 120297195          | \$ 1.9964       | 19,872               | MONTGOMERY    | AL |
| 015         | 60            | 25         | A722       | 101-K-001S        | 12,744                   | THEODORE      | AL          | LAKESIDE FOODS,    | 120297195          | \$ 2.0127       | 12,744               | THEODORE      | AL |

|                          |                     |                    |              |        |                     |    |
|--------------------------|---------------------|--------------------|--------------|--------|---------------------|----|
| 101-K-002T               | 9,792 BIRMINGHAM    | AL LAKESIDE FOODS, | 120297195 \$ | 2.0127 | 9,792 BIRMINGHAM    | AL |
| 101-K-003U               | 13,464 HUNTSVILLE   | AL LAKESIDE FOODS, | 120297195 \$ | 2.0127 | 13,464 HUNTSVILLE   | AL |
| 016 60 25 A722 112-K-054 | 36,000 MILTON       | FL LAKESIDE FOODS, | 120297195 \$ | 2.0017 | 36,000 MILTON       | FL |
| 017 60 25 A722 112-K-055 | 36,000 WINTER HAVEN | FL LAKESIDE FOODS, | 120297195 \$ | 2.0118 | 36,000 WINTER HAVEN | FL |



REPORT NO.: MZK03135 CV  
 REFERENCE : AMSR34

PCIMS - INVITATION VS PURCHASE REPORT  
 LSS DIVISION

PAGE: 2  
 PROCESSING DATE: 04/06/09  
 PROCESSING TIME: 11:20:35

ANNOUNCEMENT : LSI28  
 INVITATION : 200

COMMODITY GROUP : 24 MEAT, MISC PRODUCTS  
 ANALYSIS / RUN : 01 / 01

| ITEM<br>NUM | COMM<br>TY/PS | COMM<br>ST | D/O<br>NUM | QUANTITY<br>(LBS) | ---DESTINATION---<br>CITY | ST | VENDOR NAME     | CONTRACT<br>NUMBER | PRICE PER<br>(LBS) | CONTRACT<br>QTY | PURCHASE<br>CITY | DESTINATION<br>ST |
|-------------|---------------|------------|------------|-------------------|---------------------------|----|-----------------|--------------------|--------------------|-----------------|------------------|-------------------|
| 018         | 60            | 25         | A722       | 36,000            | ATLANTA                   | GA | LAKESIDE FOODS, | 120297195          | \$ 1.9923          | 36,000          | ATLANTA          | GA                |
|             |               |            |            | 36,000            | ATLANTA                   | GA | LAKESIDE FOODS, | 120297195          | \$ 1.9923          | 36,000          | ATLANTA          | GA                |
| 019         | 60            | 25         | A722       | 14,400            | ELIZABETHTOWN             | KY | LAKESIDE FOODS, | 120297195          | \$ 1.9780          | 14,400          | ELIZABETHTOWN    | KY                |
|             |               |            |            | 14,400            | LOUISVILLE                | KY | LAKESIDE FOODS, | 120297195          | \$ 1.9780          | 14,400          | LOUISVILLE       | KY                |
|             |               |            |            | 7,200             | MAYFIELD                  | KY | LAKESIDE FOODS, | 120297195          | \$ 1.9780          | 7,200           | MAYFIELD         | KY                |
| 020         | 60            | 25         | A722       | 9,684             | LEXINGTON                 | KY | LAKESIDE FOODS, | 120297195          | \$ 1.9872          | 9,684           | LEXINGTON        | KY                |
|             |               |            |            | 18,000            | PRESTONSBURG              | KY | LAKESIDE FOODS, | 120297195          | \$ 1.9872          | 18,000          | PRESTONSBURG     | KY                |
|             |               |            |            | 8,316             | EDGEWOOD                  | KY | LAKESIDE FOODS, | 120297195          | \$ 1.9872          | 8,316           | EDGEWOOD         | KY                |
| 021         | 60            | 25         | A722       | 36,000            | JACKSON                   | MS | LAKESIDE FOODS, | 120297195          | \$ 1.9767          | 36,000          | JACKSON          | MS                |
| 022         | 60            | 25         | A722       | 36,000            | COLUMBIA                  | SC | LAKESIDE FOODS, | 120297195          | \$ 1.9844          | 36,000          | COLUMBIA         | SC                |
|             |               |            |            | 36,000            | COLUMBIA                  | SC | LAKESIDE FOODS, | 120297195          | \$ 1.9844          | 36,000          | COLUMBIA         | SC                |
| 023         | 60            | 25         | A722       | 18,000            | DYERSBURG                 | TN | LAKESIDE FOODS, | 120297195          | \$ 1.9771          | 18,000          | DYERSBURG        | TN                |
|             |               |            |            | 15,000            | HENDERSON                 | TN | LAKESIDE FOODS, | 120297195          | \$ 1.9771          | 18,000          | HENDERSON        | TN                |
| 024         | 60            | 25         | A722       | 14,832            | JOHNSON CITY              | TN | LAKESIDE FOODS, | 120297195          | \$ 1.9940          | 14,832          | JOHNSON CITY     | TN                |
|             |               |            |            | 21,168            | KNOXVILLE                 | TN | LAKESIDE FOODS, | 120297195          | \$ 1.9940          | 21,168          | KNOXVILLE        | TN                |
| 025         | 60            | 25         | A722       | 36,000            | CHICAGO                   | IL | LAKESIDE FOODS, | 120297195          | \$ 1.9537          | 36,000          | CHICAGO          | IL                |
| 026         | 60            | 25         | A722       | 36,000            | MOLINE                    | IL | LAKESIDE FOODS, | 120297195          | \$ 1.9525          | 36,000          | MOLINE           | IL                |
|             |               |            |            | 36,000            | MOLINE                    | IL | LAKESIDE FOODS, | 120297195          | \$ 1.9525          | 36,000          | MOLINE           | IL                |
| 027         | 60            | 25         | A722       | 36,000            | PEORIA                    | IL | LAKESIDE FOODS, | 120297195          | \$ 1.9578          | 36,000          | PEORIA           | IL                |
|             |               |            |            | 36,000            | PEORIA                    | IL | LAKESIDE FOODS, | 120297195          | \$ 1.9578          | 36,000          | PEORIA           | IL                |
| 028         | 60            | 25         | A722       | 17,964            | URBANA                    | IL | LAKESIDE FOODS, | 120297195          | \$ 1.9578          | 17,964          | URBANA           | IL                |
|             |               |            |            | 18,036            | URBANA                    | IL | LAKESIDE FOODS, | 120297195          | \$ 1.9578          | 18,036          | URBANA           | IL                |
| 029         | 60            | 25         | A722       | 36,000            | EVANSVILLE                | IN | LAKESIDE FOODS, | 120297195          | \$ 1.9655          | 36,000          | EVANSVILLE       | IN                |
| 030         | 60            | 25         | A722       | 36,000            | ELMIRA                    | MI | LAKESIDE FOODS, | 120297195          | \$ 1.9734          | 36,000          | ELMIRA           | MI                |
| 031         | 60            | 25         | A722       | 36,000            | WARREN                    | MI | LAKESIDE FOODS, | 120297195          | \$ 1.9703          | 36,000          | WARREN           | MI                |

|     |    |    |      |            |        |           |                    |           |    |        |        |           |    |
|-----|----|----|------|------------|--------|-----------|--------------------|-----------|----|--------|--------|-----------|----|
| 032 | 60 | 25 | A722 | G27-K-006  | 36,000 | MAPLEWOOD | MN LAKESIDE FOODS, | 120297195 | \$ | 1.9497 | 36,000 | MAPLEWOOD | MN |
| 033 | 60 | 25 | A722 | G27-K-004S | 14,112 | ROCHESTER | MN LAKESIDE FOODS, | 120297195 | \$ | 1.9504 | 14,112 | ROCHESTER | MN |
|     |    |    |      | G27-K-005T | 21,888 | MAPLEWOOD | MN LAKESIDE FOODS, | 120297195 | \$ | 1.9504 | 21,888 | MAPLEWOOD | MN |
| 034 | 60 | 25 | A722 | 339-K-010  | 36,000 | AKRON     | OH LAKESIDE FOODS, | 120297195 | \$ | 1.9682 | 36,000 | AKRON     | OH |

REPORT NO.: MZK03135 CV  
 REFERENCE : AMSR34

PCIMS - INVITATION VS PURCHASE REPORT  
 LSS DIVISION

PAGE: 3  
 PROCESSING DATE: 04/06/09  
 PROCESSING TIME: 11:20:35

ANNOUNCEMENT : LS120  
 INVITATION : 200

COMMODITY GROUP : 24 MEAT, MISC PRODUCTS  
 ANALYSIS / RUN : 01 / 01

| ITEM<br>NUM | COMM<br>TY/PS | COMM<br>ST | D/O<br>NUM | QUANTITY<br>(LBS) | D/O<br>---DESTINATION---- | VENDOR NAME       | CONTRACT<br>NUMBER | PRICE PER<br>(LBS) | CONTRACT<br>QTY | PURCHASE<br>CITY | DESTINATION<br>ST |
|-------------|---------------|------------|------------|-------------------|---------------------------|-------------------|--------------------|--------------------|-----------------|------------------|-------------------|
| 035         | 60            | 25         | A722       | 339-K-001         | 36,000                    | CINCINNATI OH     | LAKESIDE FOODS,    | 120297195 \$       | 1.9659          | 36,000           | CINCINNATI OH     |
| 036         | 60            | 25         | A722       | 339-K-011         | 36,000                    | CLEVELAND OH      | LAKESIDE FOODS,    | 120297195 \$       | 1.9676          | 36,000           | CLEVELAND OH      |
| 037         | 60            | 25         | A722       | 339-K-015         | 36,000                    | COLUMBUS OH       | LAKESIDE FOODS,    | 120297195 \$       | 1.9734          | 36,000           | COLUMBUS OH       |
| 038         | 60            | 25         | A722       | 339-K-002S        | 9,000                     | FAIRFIELD OH      | LAKESIDE FOODS,    | 120297195 \$       | 1.9798          | 9,000            | FAIRFIELD OH      |
|             |               |            |            | 339-K-003T        | 9,000                     | SPRINGFIELD OH    | LAKESIDE FOODS,    | 120297195 \$       | 1.9798          | 9,000            | SPRINGFIELD OH    |
|             |               |            |            | 339-K-004U        | 18,000                    | LIMA OH           | LAKESIDE FOODS,    | 120297195 \$       | 1.9798          | 18,000           | LIMA OH           |
| 039         | 60            | 25         | A722       | 105-K-001         | 36,000                    | LITTLE ROCK AR    | LAKESIDE FOODS,    | 120297195 \$       | 1.9813          | 36,000           | LITTLE ROCK AR    |
|             |               |            |            | 105-K-002         | 36,000                    | LITTLE ROCK AR    | LAKESIDE FOODS,    | 120297195 \$       | 1.9813          | 36,000           | LITTLE ROCK AR    |
|             |               |            |            | 105-K-003         | 36,000                    | LITTLE ROCK AR    | LAKESIDE FOODS,    | 120297195 \$       | 1.9813          | 36,000           | LITTLE ROCK AR    |
| 040         | 60            | 25         | A722       | 122-K-001         | 36,000                    | NEW ORLEANS LA    | LAKESIDE FOODS,    | 120297195 \$       | 1.9976          | 36,000           | NEW ORLEANS LA    |
| 041         | 60            | 25         | A722       | 135-K-001         | 36,000                    | ALBUQUERQUE NM    | LAKESIDE FOODS,    | 120297195 \$       | 2.0110          | 36,000           | ALBUQUERQUE NM    |
| 042         | 60            | 25         | A722       | 140-K-001         | 14,400                    | TULSA OK          | LAKESIDE FOODS,    | 120297195 \$       | 1.9822          | 14,400           | TULSA OK          |
|             |               |            |            | 140-K-002         | 21,600                    | OKLAHOMA CITY OK  | LAKESIDE FOODS,    | 120297195 \$       | 1.9822          | 21,600           | OKLAHOMA CITY OK  |
| 043         | 60            | 25         | A722       | 148-K-008         | 36,000                    | AUSTIN TX         | LAKESIDE FOODS,    | 120297195 \$       | 1.9911          | 36,000           | AUSTIN TX         |
| 044         | 60            | 25         | A722       | 148-K-028S        | 23,400                    | BEAUMONT TX       | LAKESIDE FOODS,    | 120297195 \$       | 2.0008          | 23,400           | BEAUMONT TX       |
|             |               |            |            | 148-K-029T        | 12,600                    | VICTORIA TX       | LAKESIDE FOODS,    | 120297195 \$       | 2.0008          | 12,600           | VICTORIA TX       |
| 045         | 60            | 25         | A722       | 148-K-009         | 36,000                    | DALLAS TX         | LAKESIDE FOODS,    | 120297195 \$       | 1.9906          | 36,000           | DALLAS TX         |
| 046         | 60            | 25         | A722       | 148-K-004         | 36,000                    | FORT WORTH TX     | LAKESIDE FOODS,    | 120297195 \$       | 1.9820          | 36,000           | FORT WORTH TX     |
| 047         | 60            | 25         | A722       | 148-K-005         | 36,000                    | HOUSTON TX        | LAKESIDE FOODS,    | 120297195 \$       | 2.0038          | 36,000           | HOUSTON TX        |
|             |               |            |            | 148-K-006         | 36,000                    | HOUSTON TX        | LAKESIDE FOODS,    | 120297195 \$       | 2.0038          | 36,000           | HOUSTON TX        |
| 048         | 60            | 25         | A722       | 148-K-007         | 36,000                    | MCALEN TX         | LAKESIDE FOODS,    | 120297195 \$       | 2.0204          | 36,000           | MCALEN TX         |
| 049         | 60            | 25         | A722       | 148-K-023S        | 18,000                    | ODESSA TX         | LAKESIDE FOODS,    | 120297195 \$       | 2.0391          | 18,000           | ODESSA TX         |
|             |               |            |            | 148-K-024T        | 18,000                    | CORPUS CHRISTI TX | LAKESIDE FOODS,    | 120297195 \$       | 2.0391          | 18,000           | CORPUS CHRISTI TX |

|                           |                    |                    |              |        |                    |    |
|---------------------------|--------------------|--------------------|--------------|--------|--------------------|----|
| 050 60 25 A722 148-K-003  | 36,000 SAN ANTONIO | TX LAKESIDE FOODS, | 120297195 \$ | 1.9946 | 36,000 SAN ANTONIO | TX |
| 051 60 25 A722 219-K-003  | 36,000 DES MOINES  | IA LAKESIDE FOODS, | 120297195 \$ | 1.9532 | 36,000 DES MOINES  | IA |
| 052 60 25 A722 217-K-211  | 36,000 BRIDGETON   | MO LAKESIDE FOODS, | 120297195 \$ | 1.9584 | 36,000 BRIDGETON   | MO |
| 053 60 25 A722 229-K-0015 | 18,324 BRIDGETON   | MO LAKESIDE FOODS, | 120297195 \$ | 1.9641 | 18,324 BRIDGETON   | MO |

REPORT NO.: M2K03135 CV  
 REFERENCE : ANSR34

PCIMS - INVITATION VS PURCHASE REPORT  
 LSS DIVISION

PAGE: 4  
 PROCESSING DATE: 04/06/09  
 PROCESSING TIME: 11:20:35

ANNOUNCEMENT : LS128  
 INVITATION : 200

COMMODITY GROUP : 24 MEAT, MISC PRODUCTS  
 ANALYSIS / RUN : 01 / 01

| ITEM<br>NUM | COMM<br>TY/PS | COMM<br>ST | D/O<br>NUM | QUANTITY<br>(LBS) | D/O<br>---DESTINATION---<br>CITY ST | VENDOR NAME     | CONTRACT<br>NUMBER | PRICE PER<br>(LBS) | CONTRACT<br>QTY | PURCHASE<br>CITY | DESTINATION<br>ST |
|-------------|---------------|------------|------------|-------------------|-------------------------------------|-----------------|--------------------|--------------------|-----------------|------------------|-------------------|
|             |               |            | 229-K-002T | 17,676            | CAPE GIRARDEAU MO                   | LAKESIDE FOODS, | 120297195          | \$ 1.9641          | 17,676          | CAPE GIRARDEAU   | MO                |
| 054         | 60 25         | A722       | 229-K-003S | 9,324             | KANSAS CITY MO                      | LAKESIDE FOODS, | 120297195          | \$ 1.9703          | 9,324           | KANSAS CITY      | MO                |
|             |               |            | 229-K-004T | 26,676            | SPRINGFIELD MO                      | LAKESIDE FOODS, | 120297195          | \$ 1.9703          | 26,676          | SPRINGFIELD      | MO                |
| 055         | 60 25         | A722       | 149-K-001  | 36,000            | SALT LAKE CITY UT                   | LAKESIDE FOODS, | 120297195          | \$ 2.0083          | 36,000          | SALT LAKE CITY   | UT                |
| 056         | 60 25         | A722       | B04-K-004  | 36,000            | MESA AZ                             | LAKESIDE FOODS, | 120297195          | \$ 2.0177          | 36,000          | MESA             | AZ                |
| 057         | 60 25         | A722       | B04-K-005  | 36,000            | PHOENIX AZ                          | LAKESIDE FOODS, | 120297195          | \$ 2.0177          | 36,000          | PHOENIX          | AZ                |
| 058         | 60 25         | A722       | 506-K-042  | 36,000            | BAKERSFIELD CA                      | LAKESIDE FOODS, | 120297195          | \$ 2.0064          | 36,000          | BAKERSFIELD      | CA                |
| 059         | 60 25         | A722       | 506-K-044  | 36,000            | BELL CA                             | LAKESIDE FOODS, | 120297195          | \$ 1.9974          | 36,000          | BELL             | CA                |
| 060         | 60 25         | A722       | 506-K-022  | 36,000            | FRESNO CA                           | LAKESIDE FOODS, | 120297195          | \$ 2.0100          | 36,000          | FRESNO           | CA                |
| 061         | 60 25         | A722       | 506-K-019  | 36,000            | IRVINE CA                           | LAKESIDE FOODS, | 120297195          | \$ 1.9940          | 36,000          | IRVINE           | CA                |
| 062         | 60 25         | A722       | 506-K-010  | 36,000            | LONG BEACH CA                       | LAKESIDE FOODS, | 120297195          | \$ 1.9991          | 36,000          | LONG BEACH       | CA                |
| 063         | 60 25         | A722       | 506-K-008  | 36,000            | LOS ANGELES CA                      | LAKESIDE FOODS, | 120297195          | \$ 1.9937          | 36,000          | LOS ANGELES      | CA                |
|             |               |            | 506-K-009  | 36,000            | LOS ANGELES CA                      | LAKESIDE FOODS, | 120297195          | \$ 1.9937          | 36,000          | LOS ANGELES      | CA                |
| 064         | 60 25         | A722       | 506-K-026  | 36,000            | SACRAMENTO CA                       | LAKESIDE FOODS, | 120297195          | \$ 2.0137          | 36,000          | SACRAMENTO       | CA                |
|             |               |            | 506-K-027  | 36,000            | SACRAMENTO CA                       | LAKESIDE FOODS, | 120297195          | \$ 2.0137          | 36,000          | SACRAMENTO       | CA                |
|             |               |            | 506-K-028  | 36,000            | SACRAMENTO CA                       | LAKESIDE FOODS, | 120297195          | \$ 2.0137          | 36,000          | SACRAMENTO       | CA                |
| 065         | 60 25         | A722       | 506-K-018  | 36,000            | SAN DIEGO CA                        | LAKESIDE FOODS, | 120297195          | \$ 2.0086          | 36,000          | SAN DIEGO        | CA                |
| 066         | 60 25         | A722       | 506-K-043  | 36,000            | SAN JOSE CA                         | LAKESIDE FOODS, | 120297195          | \$ 2.0103          | 36,000          | SAN JOSE         | CA                |
| 067         | 60 25         | A722       | 506-K-039S | 10,800            | SAN JOSE CA                         | LAKESIDE FOODS, | 120297195          | \$ 2.0142          | 10,800          | SAN JOSE         | CA                |
|             |               |            | 506-K-040T | 14,400            | SALINAS CA                          | LAKESIDE FOODS, | 120297195          | \$ 2.0142          | 14,400          | SALINAS          | CA                |
|             |               |            | 506-K-041U | 10,800            | WATSONVILLE CA                      | LAKESIDE FOODS, | 120297195          | \$ 2.0142          | 10,800          | WATSONVILLE      | CA                |
| 068         | 60 25         | A722       | 516-K-004S | 12,024            | BOISE ID                            | LAKESIDE FOODS, | 120297195          | \$ 2.0229          | 12,024          | BOISE            | ID                |
|             |               |            | 516-K-005T | 11,988            | LEWISTON ID                         | LAKESIDE FOODS, | 120297195          | \$ 2.0229          | 11,988          | LEWISTON         | ID                |

|                |            |                    |                    |              |        |                    |    |
|----------------|------------|--------------------|--------------------|--------------|--------|--------------------|----|
|                | 516-K-006U | 11,988 CALDWELL    | ID LAKESIDE FOODS, | 120297195 \$ | 2.0229 | 11,988 CALDWELL    | ID |
| 069 60 25 A722 | 516-K-0015 | 11,988 IDAHO FALLS | ID LAKESIDE FOODS, | 120297195 \$ | 2.0173 | 11,988 IDAHO FALLS | ID |
|                | 516-K-002T | 11,988 TWIN FALLS  | ID LAKESIDE FOODS, | 120297195 \$ | 2.0173 | 11,988 TWIN FALLS  | ID |
|                | 516-K-003U | 12,024 POCATELLO   | ID LAKESIDE FOODS, | 120297195 \$ | 2.0173 | 12,024 POCATELLO   | ID |
| 070 60 25 A722 | 132-K-003E | 29,700 LAS VEGAS   | NV LAKESIDE FOODS, | 120297195 \$ | 2.0080 | 29,700 LAS VEGAS   | NV |

REPORT NO.: MZK03135 CV  
 REFERENCE : AMSRJ4

PCIMS - INVITATION VS PURCHASE REPORT  
 LSS DIVISION

PAGE: 5  
 PROCESSING DATE: 04/06/09  
 PROCESSING TIME: 11:20:35

ANNOUNCEMENT : LS128  
 INVITATION : 200

COMMODITY GROUP : 24 MEAT, MISC PRODUCTS  
 ANALYSIS / RUN : 01 / 01

| ITEM<br>NUM | COMM<br>TY/PS | COMM<br>ST | D/O<br>NUM | QUANTITY<br>(LBS) | D/O<br>---DESTINATION---<br>CITY ST | VENDOR NAME     | CONTRACT<br>NUMBER | PRICE PER<br>(LBS) | CONTRACT<br>QTY | PURCHASE<br>CITY | DESTINATION<br>ST |
|-------------|---------------|------------|------------|-------------------|-------------------------------------|-----------------|--------------------|--------------------|-----------------|------------------|-------------------|
|             |               |            | 132-K-004T | 6,300             | LAS VEGAS NV                        | LAKESIDE FOODS, | 120297195 \$       | 2.0080             | 6,300           | LAS VEGAS        | NV                |
| 071         | 60 25         | A722       | 132-K-001S | 3,600             | LAS VEGAS NV                        | LAKESIDE FOODS, | 120297195 \$       | 2.0447             | 3,600           | LAS VEGAS        | NV                |
|             |               |            | 132-K-002T | 32,400            | RENO NV                             | LAKESIDE FOODS, | 120297195 \$       | 2.0447             | 32,400          | RENO             | NV                |
| 072         | 60 25         | A722       | 241-K-001  | 36,000            | PORTLAND OR                         | LAKESIDE FOODS, | 120297195 \$       | 1.9967             | 36,000          | PORTLAND         | OR                |
| 073         | 60 25         | A722       | 202-K-001  | 36,000            | SEE REMARKS AK                      | LAKESIDE FOODS, | 120297195 \$       | 1.9954             | 36,000          | SEATTLE WHSE     | WA                |
| 074         | 60 25         | A722       | 125-K-005  | 36,000            | BOSTON MA                           | LAKESIDE FOODS, | 120297195 \$       | 2.0066             | 36,000          | BOSTON           | MA                |
| 075         | 60 25         | A722       | 125-K-002S | 18,000            | SHREWSBURY MA                       | LAKESIDE FOODS, | 120297195 \$       | 2.0150             | 18,000          | SHREWSBURY       | MA                |
|             |               |            | 125-K-003T | 9,000             | HATFIELD MA                         | LAKESIDE FOODS, | 120297195 \$       | 2.0150             | 9,000           | HATFIELD         | MA                |
|             |               |            | 125-K-004U | 9,000             | LOWELL MA                           | LAKESIDE FOODS, | 120297195 \$       | 2.0150             | 9,000           | LOWELL           | MA                |
| 076         | 60 25         | A722       | 272-K-035  | 36,000            | BAYAMON PR                          | LAKESIDE FOODS, | 120297195 \$       | 2.0094             | 36,000          | JACKSONVILLE/FAS | FL                |
|             |               |            | 272-K-036  | 36,000            | BAYAMON PR                          | LAKESIDE FOODS, | 120297195 \$       | 2.0094             | 36,000          | JACKSONVILLE/FAS | FL                |
|             |               |            | 272-K-037  | 36,000            | BAYAMON PR                          | LAKESIDE FOODS, | 120297195 \$       | 2.0094             | 36,000          | JACKSONVILLE/FAS | FL                |
|             |               |            | 272-K-038  | 36,000            | BAYAMON PR                          | LAKESIDE FOODS, | 120297195 \$       | 2.0094             | 36,000          | JACKSONVILLE/FAS | FL                |
|             |               |            | 272-K-039  | 36,000            | BAYAMON PR                          | LAKESIDE FOODS, | 120297195 \$       | 2.0094             | 36,000          | JACKSONVILLE/FAS | FL                |
|             |               |            | 272-K-045  | 36,000            | BAYAMON PR                          | LAKESIDE FOODS, | 120297195 \$       | 2.0094             | 36,000          | JACKSONVILLE/FAS | FL                |
|             |               |            | 272-K-046  | 36,000            | BAYAMON PR                          | LAKESIDE FOODS, | 120297195 \$       | 2.0094             | 36,000          | JACKSONVILLE/FAS | FL                |
|             |               |            | 272-K-047  | 36,000            | BAYAMON PR                          | LAKESIDE FOODS, | 120297195 \$       | 2.0094             | 36,000          | JACKSONVILLE/FAS | FL                |
|             |               |            | 272-K-048  | 36,000            | BAYAMON PR                          | LAKESIDE FOODS, | 120297195 \$       | 2.0094             | 36,000          | JACKSONVILLE/FAS | FL                |
|             |               |            | 272-K-049  | 36,000            | BAYAMON PR                          | LAKESIDE FOODS, | 120297195 \$       | 2.0094             | 36,000          | JACKSONVILLE/FAS | FL                |
| 077         | 60 25         | A722       | 151-K-003S | 18,000            | SALEM VA                            | LAKESIDE FOODS, | 120297195 \$       | 2.0066             | 18,000          | SALEM            | VA                |
|             |               |            | 151-K-004T | 18,000            | RICHMOND VA                         | LAKESIDE FOODS, | 120297195 \$       | 2.0066             | 18,000          | RICHMOND         | VA                |
| 078         | 60 25         | A722       | 112-K-042  | 36,000            | WINTER HAVEN FL                     | LAKESIDE FOODS, | 120297195 \$       | 2.0118             | 36,000          | WINTER HAVEN     | FL                |
|             |               |            | 112-K-043  | 36,000            | WINTER HAVEN FL                     | LAKESIDE FOODS, | 120297195 \$       | 2.0118             | 36,000          | WINTER HAVEN     | FL                |
|             |               |            | 112-K-044  | 36,000            | WINTER HAVEN FL                     | LAKESIDE FOODS, | 120297195 \$       | 2.0118             | 36,000          | WINTER HAVEN     | FL                |
|             |               |            | 112-K-045  | 36,000            | WINTER HAVEN FL                     | LAKESIDE FOODS, | 120297195 \$       | 2.0118             | 36,000          | WINTER HAVEN     | FL                |
|             |               |            | 112-K-046  | 36,000            | WINTER HAVEN FL                     | LAKESIDE FOODS, | 120297195 \$       | 2.0118             | 36,000          | WINTER HAVEN     | FL                |
|             |               |            | 112-K-047  | 36,000            | WINTER HAVEN FL                     | LAKESIDE FOODS, | 120297195 \$       | 2.0118             | 36,000          | WINTER HAVEN     | FL                |
| 079         | 60 25         | A722       | 213-K-010  | 36,000            | ATLANTA GA                          | LAKESIDE FOODS, | 120297195 \$       | 1.9828             | 36,000          | ATLANTA          | GA                |
|             |               |            | 213-K-011  | 36,000            | ATLANTA GA                          | LAKESIDE FOODS, | 120297195 \$       | 1.9828             | 36,000          | ATLANTA          | GA                |

|                |            |                    |                    |           |   |        |                    |    |
|----------------|------------|--------------------|--------------------|-----------|---|--------|--------------------|----|
| 080 60 25 A722 | 121-K-0109 | 8,316 EDGEWOOD     | KY LAKESIDE FOODS, | 120297195 | 5 | 1.9942 | 8,316 EDGEWOOD     | KY |
|                | 121-K-011T | 18,000 LEXINGTON   | KY LAKESIDE FOODS, | 120297195 | 5 | 1.9942 | 18,000 LEXINGTON   | KY |
|                | 121-K-012U | 9,684 PRESTONSBURG | KY LAKESIDE FOODS, | 120297195 | 5 | 1.9942 | 9,684 PRESTONSBURG | KY |
| 081 60 25 A722 | 121-K-007S | 14,400 LOUISVILLE  | KY LAKESIDE FOODS, | 120297195 | 5 | 1.9891 | 14,400 LOUISVILLE  | KY |
|                | 121-K-008T | 7,200 MAYFIELD     | KY LAKESIDE FOODS, | 120297195 | 5 | 1.9891 | 7,200 MAYFIELD     | KY |



REPORT NO. : MZK03135 CV  
 REFERENCE : AMSR34

PCIMS - INVITATION VS PURCHASE REPORT  
 LSS DIVISION

PAGE: 6  
 PROCESSING DATE: 04/06/09  
 PROCESSING TIME: 11:20:35

ANNOUNCEMENT : LS128  
 INVITATION : 200

COMMODITY GROUP : 24 MEAT, MISC PRODUCTS  
 ANALYSIS / RUN : 01 / 01

| ITEM<br>NUM | CONM<br>TY/PS | COMM<br>ST | D/O<br>NUM | QUANTITY<br>(LBS) | D/O<br>---DESTINATION---<br>CITY ST | VENDOR NAME     | CONTRACT<br>NUMBER | PRICE PER<br>(LBS) | CONTRACT<br>QTY | PURCHASE<br>CITY | DESTINATION<br>ST |
|-------------|---------------|------------|------------|-------------------|-------------------------------------|-----------------|--------------------|--------------------|-----------------|------------------|-------------------|
|             |               |            | 121-K-009U | 14,400            | ELIZABETHTOWN KY                    | LAKESIDE FOODS, | 120297195 \$       | 1.9891             | 14,400          | ELIZABETHTOWN    | KY                |
| 082         | 60 25         | A722       | 628-K-004  | 36,000            | JACKSON MS                          | LAKESIDE FOODS, | 120297195 \$       | 1.9767             | 36,000          | JACKSON          | MS                |
| 083         | 60 25         | A722       | 345-K-007  | 36,000            | COLUMBIA SC                         | LAKESIDE FOODS, | 120297195 \$       | 1.9844             | 36,000          | COLUMBIA         | SC                |
|             |               |            | 345-K-008  | 36,000            | COLUMBIA SC                         | LAKESIDE FOODS, | 120297195 \$       | 1.9844             | 36,000          | COLUMBIA         | SC                |
| 084         | 60 25         | A722       | 247-K-024S | 25,164            | COOKEVILLE TN                       | LAKESIDE FOODS, | 120297195 \$       | 1.9861             | 25,164          | COOKEVILLE       | TN                |
|             |               |            | 247-K-025T | 10,836            | NASHVILLE TN                        | LAKESIDE FOODS, | 120297195 \$       | 1.9861             | 10,836          | NASHVILLE        | TN                |
| 085         | 60 25         | A722       | 247-K-026S | 17,496            | MEMPHIS TN                          | LAKESIDE FOODS, | 120297195 \$       | 1.9925             | 17,496          | MEMPHIS          | TN                |
|             |               |            | 247-K-027T | 18,504            | FAYETTEVILLE TN                     | LAKESIDE FOODS, | 120297195 \$       | 1.9925             | 18,504          | FAYETTEVILLE     | TN                |
| 086         | 60 25         | A722       | 217-K-214  | 36,000            | CHICAGO IL                          | LAKESIDE FOODS, | 120297195 \$       | 1.9537             | 36,000          | CHICAGO          | IL                |
|             |               |            | 217-K-215  | 36,000            | CHICAGO IL                          | LAKESIDE FOODS, | 120297195 \$       | 1.9537             | 36,000          | CHICAGO          | IL                |
| 087         | 60 25         | A722       | 217-K-212  | 36,000            | SPRINGFIELD IL                      | LAKESIDE FOODS, | 120297195 \$       | 1.9615             | 36,000          | SPRINGFIELD      | IL                |
| 088         | 60 25         | A722       | 126-K-003S | 27,000            | FLINT MI                            | LAKESIDE FOODS, | 120297195 \$       | 1.9464             | 27,000          | FLINT            | MI                |
|             |               |            | 126-K-004T | 9,000             | ELMIRA MI                           | LAKESIDE FOODS, | 120297195 \$       | 1.9464             | 9,000           | ELMIRA           | MI                |
| 089         | 60 25         | A722       | G27-K-007S | 23,940            | MAPLEWOOD MN                        | LAKESIDE FOODS, | 120297195 \$       | 1.9598             | 23,940          | MAPLEWOOD        | MN                |
|             |               |            | G27-K-008T | 12,060            | CROOKSTON MN                        | LAKESIDE FOODS, | 120297195 \$       | 1.9598             | 12,060          | CROOKSTON        | MN                |
| 090         | 60 25         | A722       | 140-K-003  | 14,400            | TULSA OK                            | LAKESIDE FOODS, | 120297195 \$       | 1.9830             | 14,400          | TULSA            | OK                |
|             |               |            | 140-K-004  | 21,600            | OKLAHOMA CITY OK                    | LAKESIDE FOODS, | 120297195 \$       | 1.9830             | 21,600          | OKLAHOMA CITY    | OK                |
| 091         | 60 25         | A722       | 148-K-013  | 36,000            | DALLAS TX                           | LAKESIDE FOODS, | 120297195 \$       | 1.9906             | 36,000          | DALLAS           | TX                |
| 092         | 60 25         | A722       | 148-K-011  | 36,000            | HOUSTON TX                          | LAKESIDE FOODS, | 120297195 \$       | 1.9912             | 36,000          | HOUSTON          | TX                |
|             |               |            | 148-K-012  | 36,000            | HOUSTON TX                          | LAKESIDE FOODS, | 120297195 \$       | 1.9912             | 36,000          | HOUSTON          | TX                |
| 093         | 60 25         | A722       | 148-K-010  | 36,000            | MCALLEN TX                          | LAKESIDE FOODS, | 120297195 \$       | 2.0204             | 36,000          | MCALLEN          | TX                |
| 094         | 60 25         | A722       | 420-K-001  | 36,000            | CONCORDIA KS                        | LAKESIDE FOODS, | 120297195 \$       | 1.9647             | 36,000          | CONCORDIA        | KS                |
| 095         | 60 25         | A722       | 229-K-005S | 7,920             | SPRINGFIELD MO                      | LAKESIDE FOODS, | 120297195 \$       | 1.9677             | 7,920           | SPRINGFIELD      | MO                |
|             |               |            | 229-K-006T | 28,080            | BRIDGETON MO                        | LAKESIDE FOODS, | 120297195 \$       | 1.9677             | 28,080          | BRIDGETON        | MO                |

|     |    |    |      |           |        |             |    |                 |           |    |        |        |             |    |
|-----|----|----|------|-----------|--------|-------------|----|-----------------|-----------|----|--------|--------|-------------|----|
| 096 | 60 | 25 | A722 | B04-K-003 | 36,000 | TUCSON      | AZ | LAKESIDE FOODS, | 120297195 | \$ | 2.0160 | 36,000 | TUCSON      | AZ |
| 097 | 60 | 25 | A722 | 506-K-023 | 36,000 | CONCORD     | CA | LAKESIDE FOODS, | 120297195 | \$ | 2.0069 | 36,000 | CONCORD     | CA |
| 098 | 60 | 25 | A722 | 506-K-011 | 36,000 | LONG BEACH  | CA | LAKESIDE FOODS, | 120297195 | \$ | 1.9991 | 36,000 | LONG BEACH  | CA |
| 099 | 60 | 25 | A722 | 506-K-012 | 36,000 | LOS ANGELES | CA | LAKESIDE FOODS, | 120297195 | \$ | 1.9971 | 36,000 | LOS ANGELES | CA |

REPORT NO.: MZK03135 CV  
 REFERENCE : AMSR34

PCIMS - INVITATION VS PURCHASE REPORT  
 LSS DIVISION

PAGE: 7  
 PROCESSING DATE: 04/06/09  
 PROCESSING TIME: 11:20:35

ANNOUNCEMENT : L8128  
 INVITATION : 200

COMMODITY GROUP : 24 MEAT, MISC PRODUCTS  
 ANALYSIS / RUN : 01 / 01

| ITEM<br>NUM | COMM<br>TY/PS | COMM<br>ST | D/O<br>NUM | QUANTITY<br>(LBS) | D/G<br>---DESTINATION---<br>CITY ST | VENDOR NAME     | CONTRACT<br>NUMBER | PRICE PER<br>(LBS) | CONTRACT<br>QTY | PURCHASE<br>CITY | DESTINATION<br>ST |
|-------------|---------------|------------|------------|-------------------|-------------------------------------|-----------------|--------------------|--------------------|-----------------|------------------|-------------------|
|             |               |            | 506-K-013  | 36,000            | LOS ANGELES CA                      | LAKESIDE FOODS, | 120297195 \$       | 1.9971             | 36,000          | LOS ANGELES      | CA                |
| 100         | 60 25         | A722       | 506-K-024S | 18,000            | MODESTO CA                          | LAKESIDE FOODS, | 120297195 \$       | 2.0204             | 18,000          | MODESTO          | CA                |
|             |               |            | 506-K-025T | 18,000            | SAN FRANCISCO CA                    | LAKESIDE FOODS, | 120297195 \$       | 2.0204             | 18,000          | SAN FRANCISCO    | CA                |
| 101         | 60 25         | A722       | 506-K-035  | 36,000            | RIVERSIDE CA                        | LAKESIDE FOODS, | 120297195 \$       | 1.9974             | 36,000          | RIVERSIDE        | CA                |
| 102         | 60 25         | A722       | 506-K-029  | 36,000            | SACRAMENTO CA                       | LAKESIDE FOODS, | 120297195 \$       | 2.0046             | 36,000          | SACRAMENTO       | CA                |
|             |               |            | 506-K-030  | 36,000            | SACRAMENTO CA                       | LAKESIDE FOODS, | 120297195 \$       | 2.0046             | 36,000          | SACRAMENTO       | CA                |
|             |               |            | 506-K-031  | 36,000            | SACRAMENTO CA                       | LAKESIDE FOODS, | 120297195 \$       | 2.0046             | 36,000          | SACRAMENTO       | CA                |
| 103         | 60 25         | A722       | 309-K-002  | 36,000            | EAST HAVEN CT                       | LAKESIDE FOODS, | 120297195 \$       | 2.0066             | 36,000          | EAST HAVEN       | CT                |
| 104         | 60 25         | A722       | 125-K-009  | 36,000            | BOSTON MA                           | LAKESIDE FOODS, | 120297195 \$       | 2.0066             | 36,000          | BOSTON           | MA                |
| 105         | 60 25         | A722       | 125-K-006S | 18,000            | HATFIELD MA                         | LAKESIDE FOODS, | 120297195 \$       | 2.0150             | 18,000          | HATFIELD         | MA                |
|             |               |            | 125-K-007T | 9,000             | SHREWSBURY MA                       | LAKESIDE FOODS, | 120297195 \$       | 2.0150             | 9,000           | SHREWSBURY       | MA                |
|             |               |            | 125-K-008U | 9,000             | LOWELL MA                           | LAKESIDE FOODS, | 120297195 \$       | 2.0150             | 9,000           | LOWELL           | MA                |
| 106         | 60 25         | A722       | 136-K-006  | 36,000            | BUFFALO NY                          | LAKESIDE FOODS, | 120297195 \$       | 1.9940             | 36,000          | BUFFALO          | NY                |
| 107         | 60 25         | A722       | 136-K-007S | 18,000            | ROCHESTER NY                        | LAKESIDE FOODS, | 120297195 \$       | 2.0101             | 18,000          | ROCHESTER        | NY                |
|             |               |            | 136-K-008T | 18,000            | MILLWOOD NY                         | LAKESIDE FOODS, | 120297195 \$       | 2.0101             | 18,000          | MILLWOOD         | NY                |
| 108         | 60 25         | A722       | 110-K-001  | 18,000            | DELAWARE CITY DE                    | LAKESIDE FOODS, | 120297195 \$       | 2.0025             | 18,000          | DELAWARE CITY    | DE                |
|             |               |            | 111-K-001  | 18,000            | WASHINGTON DC                       | LAKESIDE FOODS, | 120297195 \$       | 2.0025             | 18,000          | WASHINGTON       | DC                |
| 109         | 60 25         | A722       | 272-K-040  | 36,000            | BAYAMON PR                          | LAKESIDE FOODS, | 120297195 \$       | 2.0094             | 36,000          | JACKSONVILLE/FAS | FL                |
|             |               |            | 272-K-041  | 36,000            | BAYAMON PR                          | LAKESIDE FOODS, | 120297195 \$       | 2.0094             | 36,000          | JACKSONVILLE/FAS | FL                |
|             |               |            | 272-K-042  | 36,000            | BAYAMON PR                          | LAKESIDE FOODS, | 120297195 \$       | 2.0094             | 36,000          | JACKSONVILLE/FAS | FL                |
|             |               |            | 272-K-043  | 36,000            | BAYAMON PR                          | LAKESIDE FOODS, | 120297195 \$       | 2.0094             | 36,000          | JACKSONVILLE/FAS | FL                |
|             |               |            | 272-K-044  | 36,000            | BAYAMON PR                          | LAKESIDE FOODS, | 120297195 \$       | 2.0094             | 36,000          | JACKSONVILLE/FAS | FL                |
|             |               |            | 272-K-050  | 36,000            | BAYAMON PR                          | LAKESIDE FOODS, | 120297195 \$       | 2.0094             | 36,000          | JACKSONVILLE/FAS | FL                |
|             |               |            | 272-K-051  | 36,000            | BAYAMON PR                          | LAKESIDE FOODS, | 120297195 \$       | 2.0094             | 36,000          | JACKSONVILLE/FAS | FL                |
|             |               |            | 272-K-052  | 36,000            | BAYAMON PR                          | LAKESIDE FOODS, | 120297195 \$       | 2.0094             | 36,000          | JACKSONVILLE/FAS | FL                |
|             |               |            | 272-K-053  | 36,000            | BAYAMON PR                          | LAKESIDE FOODS, | 120297195 \$       | 2.0094             | 36,000          | JACKSONVILLE/FAS | FL                |
|             |               |            | 272-K-054  | 36,000            | BAYAMON PR                          | LAKESIDE FOODS, | 120297195 \$       | 2.0094             | 36,000          | JACKSONVILLE/FAS | FL                |

|     |    |    |      |            |        |              |    |                 |           |    |        |        |              |    |
|-----|----|----|------|------------|--------|--------------|----|-----------------|-----------|----|--------|--------|--------------|----|
| 110 | 60 | 25 | A722 | 101-K-009S | 19,872 | MONTGOMERY   | AL | LAKESIDE FOODS, | 120297195 | \$ | 1.9964 | 19,872 | MONTGOMERY   | AL |
|     |    |    |      | 101-K-010T | 16,128 | BIRMINGHAM   | AL | LAKESIDE FOODS, | 120297195 | \$ | 1.9964 | 16,128 | BIRMINGHAM   | AL |
| 111 | 60 | 25 | A722 | 101-K-006S | 12,744 | THEODORE     | AL | LAKESIDE FOODS, | 120297195 | \$ | 2.0127 | 12,744 | THEODORE     | AL |
|     |    |    |      | 101-K-007T | 13,464 | HUNTSVILLE   | AL | LAKESIDE FOODS, | 120297195 | \$ | 2.0127 | 13,464 | HUNTSVILLE   | AL |
|     |    |    |      | 101-K-008U | 9,792  | BIRMINGHAM   | AL | LAKESIDE FOODS, | 120297195 | \$ | 2.0127 | 9,792  | BIRMINGHAM   | AL |
| 112 | 60 | 25 | A722 | 112-K-048  | 36,000 | WINTER HAVEN | FL | LAKESIDE FOODS, | 120297195 | \$ | 2.0118 | 36,000 | WINTER HAVEN | FL |

REPORT NO.: MZK03135 CV  
 REFERENCE : AMSR34

PCINS - INVITATION VS PURCHASE REPORT  
 LSS DIVISION

PAGE: 8  
 PROCESSING DATE: 04/06/09  
 PROCESSING TIME: 11:20:35

ANNOUNCEMENT : LS128  
 INVITATION : 200

COMMODITY GROUP : 24 MEAT, MISC PRODUCTS  
 ANALYSIS / RUN : 01 / 01

| ITEM<br>NUM | COMM<br>TY/PS | COMM<br>ST | D/O<br>NUM | QUANTITY<br>(LBS) | D/O<br>---DESTINATION---<br>CITY | ST | VENDOR NAME     | CONTRACT<br>NUMBER | PRICE PER<br>(LBS) | CONTRACT<br>QTY | PURCHASE<br>CITY | DESTINATION<br>ST |
|-------------|---------------|------------|------------|-------------------|----------------------------------|----|-----------------|--------------------|--------------------|-----------------|------------------|-------------------|
|             |               |            | 112-K-049  | 36,000            | WINTER HAVEN                     | FL | LAKESIDE FOODS, | 120297195          | \$ 2.0118          | 36,000          | WINTER HAVEN     | FL                |
|             |               |            | 112-K-050  | 36,000            | WINTER HAVEN                     | FL | LAKESIDE FOODS, | 120297195          | \$ 2.0118          | 36,000          | WINTER HAVEN     | FL                |
|             |               |            | 112-K-051  | 36,000            | WINTER HAVEN                     | FL | LAKESIDE FOODS, | 120297195          | \$ 2.0118          | 36,000          | WINTER HAVEN     | FL                |
|             |               |            | 112-K-052  | 36,000            | WINTER HAVEN                     | FL | LAKESIDE FOODS, | 120297195          | \$ 2.0118          | 36,000          | WINTER HAVEN     | FL                |
|             |               |            | 112-K-053  | 36,000            | WINTER HAVEN                     | FL | LAKESIDE FOODS, | 120297195          | \$ 2.0118          | 36,000          | WINTER HAVEN     | FL                |
| 113         | 60 25         | A722       | 213-K-014  | 36,000            | ATHENS                           | GA | LAKESIDE FOODS, | 120297195          | \$ 1.9851          | 36,000          | ATHENS           | GA                |
| 114         | 60 25         | A722       | 213-K-012  | 36,000            | ATLANTA                          | GA | LAKESIDE FOODS, | 120297195          | \$ 1.9828          | 36,000          | ATLANTA          | GA                |
|             |               |            | 213-K-013  | 36,000            | ATLANTA                          | GA | LAKESIDE FOODS, | 120297195          | \$ 1.9828          | 36,000          | ATLANTA          | GA                |
| 115         | 60 25         | A722       | 121-K-013S | 7,200             | LOUISVILLE                       | KY | LAKESIDE FOODS, | 120297195          | \$ 1.9874          | 7,200           | LOUISVILLE       | KY                |
|             |               |            | 121-K-014T | 7,200             | ELIZABETHTOWN                    | KY | LAKESIDE FOODS, | 120297195          | \$ 1.9874          | 7,200           | ELIZABETHTOWN    | KY                |
|             |               |            | 121-K-015U | 21,600            | LEXINGTON                        | KY | LAKESIDE FOODS, | 120297195          | \$ 1.9874          | 21,600          | LEXINGTON        | KY                |
| 116         | 60 25         | A722       | 628-K-005  | 36,000            | JACKSON                          | MS | LAKESIDE FOODS, | 120297195          | \$ 1.9767          | 36,000          | JACKSON          | MS                |
|             |               |            | 628-K-006  | 36,000            | JACKSON                          | MS | LAKESIDE FOODS, | 120297195          | \$ 1.9767          | 36,000          | JACKSON          | MS                |
| 117         | 60 25         | A722       | 345-K-009  | 36,000            | COLUMBIA                         | SC | LAKESIDE FOODS, | 120297195          | \$ 1.9844          | 36,000          | COLUMBIA         | SC                |
| 118         | 60 25         | A722       | 247-K-028S | 14,904            | CHATTANOOGA                      | TN | LAKESIDE FOODS, | 120297195          | \$ 1.9920          | 14,904          | CHATTANOOGA      | TN                |
|             |               |            | 247-K-029T | 13,140            | COVINGTON                        | TN | LAKESIDE FOODS, | 120297195          | \$ 1.9920          | 13,140          | COVINGTON        | TN                |
|             |               |            | 247-K-030U | 7,956             | ERIN                             | TN | LAKESIDE FOODS, | 120297195          | \$ 1.9920          | 7,956           | ERIN             | TN                |
| 119         | 60 25         | A722       | 247-K-031S | 9,000             | DUNLAP                           | TN | LAKESIDE FOODS, | 120297195          | \$ 1.9906          | 9,000           | DUNLAP           | TN                |
|             |               |            | 247-K-032T | 27,000            | CHATTANOOGA                      | TN | LAKESIDE FOODS, | 120297195          | \$ 1.9906          | 27,000          | CHATTANOOGA      | TN                |
| 120         | 60 25         | A722       | 217-K-204  | 36,000            | MOLINE                           | IL | LAKESIDE FOODS, | 120297195          | \$ 1.9525          | 36,000          | MOLINE           | IL                |
| 121         | 60 25         | A722       | 217-K-202  | 27,000            | MOLINE                           | IL | LAKESIDE FOODS, | 120297195          | \$ 1.9525          | 27,000          | MOLINE           | IL                |
|             |               |            | 217-K-203  | 9,000             | MOLINE                           | IL | LAKESIDE FOODS, | 120297195          | \$ 1.9525          | 9,000           | MOLINE           | IL                |
| 122         | 60 25         | A722       | 217-K-207  | 36,000            | PEORIA                           | IL | LAKESIDE FOODS, | 120297195          | \$ 1.9578          | 36,000          | PEORIA           | IL                |
|             |               |            | 217-K-208  | 36,000            | PEORIA                           | IL | LAKESIDE FOODS, | 120297195          | \$ 1.9578          | 36,000          | PEORIA           | IL                |
| 123         | 60 25         | A722       | 217-K-217  | 36,000            | ST CHARLES                       | IL | LAKESIDE FOODS, | 120297195          | \$ 1.9527          | 36,000          | ST CHARLES       | IL                |
| 124         | 60 25         | A722       | 217-K-215  | 36,000            | EVANSVILLE                       | IN | LAKESIDE FOODS, | 120297195          | \$ 1.9655          | 36,000          | EVANSVILLE       | IN                |

|     |    |    |      |            |        |              |                    |           |    |        |        |              |    |
|-----|----|----|------|------------|--------|--------------|--------------------|-----------|----|--------|--------|--------------|----|
| 125 | 60 | 25 | A722 | 218-K-001  | 36,000 | INDIANAPOLIS | IN LAKESIDE FOODS, | 120297195 | \$ | 1.9611 | 36,000 | INDIANAPOLIS | IN |
|     |    |    |      | 218-K-002  | 36,000 | INDIANAPOLIS | IN LAKESIDE FOODS, | 120297195 | \$ | 1.9611 | 36,000 | INDIANAPOLIS | IN |
|     |    |    |      | 218-K-003  | 36,000 | INDIANAPOLIS | IN LAKESIDE FOODS, | 120297195 | \$ | 1.9611 | 36,000 | INDIANAPOLIS | IN |
|     |    |    |      | 218-K-004  | 36,000 | INDIANAPOLIS | IN LAKESIDE FOODS, | 120297195 | \$ | 1.9611 | 36,000 | INDIANAPOLIS | IN |
|     |    |    |      | 218-K-005  | 36,000 | INDIANAPOLIS | IN LAKESIDE FOODS, | 120297195 | \$ | 1.9611 | 36,000 | INDIANAPOLIS | IN |
| 126 | 60 | 25 | A722 | 126-K-0055 | 16,560 | BATTLE CREEK | MI LAKESIDE FOODS, | 120297195 | \$ | 1.9730 | 16,560 | BATTLE CREEK | MI |

REPORT NO.: M2R03115 CV  
 REFERENCE : AMSR34

PCIMS - INVITATION VS PURCHASE REPORT  
 LSS DIVISION

PAGE: 9  
 PROCESSING DATE: 04/06/09  
 PROCESSING TIME: 11:20:35

ANNOUNCEMENT : 13128  
 INVITATION : 200

COMMODITY GROUP : 24 MEAT, MISC PRODUCTS  
 ANALYSIS / RUN : 01 / 01

| ITEM<br>NUM | COMM<br>TY/PS | COMM<br>SU | D/O<br>NUM               | QUANTITY<br>(LBS) | D/O<br>---DESTINATION---<br>CITY ST | VENDOR NAME                        | CONTRACT<br>NUMBER           | PRICE PER<br>(LBS) | CONTRACT<br>QTY  | PURCHASE<br>CITY       | DESTINATION<br>ST |
|-------------|---------------|------------|--------------------------|-------------------|-------------------------------------|------------------------------------|------------------------------|--------------------|------------------|------------------------|-------------------|
|             |               |            | 126-K-006T               | 19,440            | WARREN MI                           | LAKESIDE FOODS,                    | 120297195 \$                 | 1.9730             | 19,440           | WARREN                 | MI                |
| 127         | 60 25         | A722       | 126-K-007                | 36,000            | ELMIRA MI                           | LAKESIDE FOODS,                    | 120297195 \$                 | 1.9734             | 36,000           | ELMIRA                 | MI                |
| 128         | 60 25         | A722       | 126-K-008S<br>126-K-009T | 18,360<br>17,640  | WESTLAND MI<br>DETROIT MI           | LAKESIDE FOODS,<br>LAKESIDE FOODS, | 120297195 \$<br>120297195 \$ | 1.9729<br>1.9729   | 18,360<br>17,640 | WESTLAND<br>DETROIT    | MI<br>MI          |
| 129         | 60 25         | A722       | G27-K-009                | 36,000            | MAPLEWOOD MN                        | LAKESIDE FOODS,                    | 120297195 \$                 | 1.9490             | 36,000           | MAPLEWOOD              | MN                |
| 130         | 60 25         | A722       | 339-K-013                | 36,000            | AKRON OH                            | LAKESIDE FOODS,                    | 120297195 \$                 | 1.9682             | 36,000           | AKRON                  | OH                |
| 131         | 60 25         | A722       | 339-K-006S<br>339-K-007T | 12,600<br>23,400  | CINCINNATI OH<br>LOGAN OH           | LAKESIDE FOODS,<br>LAKESIDE FOODS, | 120297195 \$<br>120297195 \$ | 1.9788<br>1.9788   | 12,600<br>23,400 | CINCINNATI<br>LOGAN    | OH<br>OH          |
| 132         | 60 25         | A722       | 339-K-012                | 36,000            | CLEVELAND OH                        | LAKESIDE FOODS,                    | 120297195 \$                 | 1.9737             | 36,000           | CLEVELAND              | OH                |
| 133         | 60 25         | A722       | 339-K-008S<br>339-K-009T | 26,640<br>9,360   | DAYTON OH<br>FAIRFIELD OH           | LAKESIDE FOODS,<br>LAKESIDE FOODS, | 120297195 \$<br>120297195 \$ | 1.9737<br>1.9737   | 26,640<br>9,360  | DAYTON<br>FAIRFIELD    | OH<br>OH          |
| 134         | 60 25         | A722       | 339-K-014                | 36,000            | TOLEDO OH                           | LAKESIDE FOODS,                    | 120297195 \$                 | 1.9634             | 36,000           | TOLEDO                 | OH                |
| 135         | 60 25         | A722       | 339-K-005                | 36,000            | YOUNGSTOWN OH                       | LAKESIDE FOODS,                    | 120297195 \$                 | 1.9768             | 36,000           | YOUNGSTOWN             | OH                |
| 136         | 60 25         | A722       | G55-K-001S<br>G55-K-002T | 17,280<br>18,720  | EAU CLAIRE WI<br>DARIEN WI          | LAKESIDE FOODS,<br>LAKESIDE FOODS, | 120297195 \$<br>120297195 \$ | 1.9561<br>1.9561   | 17,280<br>18,720 | EAU CLAIRE<br>DARIEN   | WI<br>WI          |
| 137         | 60 25         | A722       | 135-K-002                | 36,000            | ALBUQUERQUE NM                      | LAKESIDE FOODS,                    | 120297195 \$                 | 2.0110             | 36,000           | ALBUQUERQUE            | NM                |
| 138         | 60 25         | A722       | 140-K-005<br>140-K-006   | 14,400<br>21,600  | TULSA OK<br>OKLAHOMA CITY OK        | LAKESIDE FOODS,<br>LAKESIDE FOODS, | 120297195 \$<br>120297195 \$ | 1.9830<br>1.9830   | 14,400<br>21,600 | TULSA<br>OKLAHOMA CITY | OK<br>OK          |
| 139         | 60 25         | A722       | 148-K-019                | 36,000            | AUSTIN TX                           | LAKESIDE FOODS,                    | 120297195 \$                 | 1.9911             | 36,000           | AUSTIN                 | TX                |
| 140         | 60 25         | A722       | 148-K-020<br>148-K-021   | 36,000<br>36,000  | DALLAS TX<br>DALLAS TX              | LAKESIDE FOODS,<br>LAKESIDE FOODS, | 120297195 \$<br>120297195 \$ | 1.9906<br>1.9906   | 36,000<br>36,000 | DALLAS<br>DALLAS       | TX<br>TX          |
| 141         | 60 25         | A722       | 148-K-017                | 36,000            | FORT WORTH TX                       | LAKESIDE FOODS,                    | 120297195 \$                 | 1.9820             | 36,000           | FORT WORTH             | TX                |

|     |    |    |      |            |        |          |                    |           |    |        |        |          |    |
|-----|----|----|------|------------|--------|----------|--------------------|-----------|----|--------|--------|----------|----|
| 142 | 60 | 25 | A722 | 148-K-018  | 36,000 | HOUSTON  | TX LAKESIDE FOODS, | 120297195 | \$ | 1.9912 | 36,000 | HOUSTON  | TX |
| 143 | 60 | 25 | A722 | 148-K-0148 | 22,320 | LUBBOCK  | TX LAKESIDE FOODS, | 120297195 | \$ | 1.9916 | 22,320 | LUBBOCK  | TX |
|     |    |    |      | 148-K-0151 | 13,680 | AMARILLO | TX LAKESIDE FOODS, | 120297195 | \$ | 1.9916 | 13,680 | AMARILLO | TX |
| 144 | 60 | 25 | A722 | 148-K-022  | 36,000 | MCALLEN  | TX LAKESIDE FOODS, | 120297195 | \$ | 2.0204 | 36,000 | MCALLEN  | TX |
| 145 | 60 | 25 | A722 | 148-K-025  | 36,000 | ODESSA   | TX LAKESIDE FOODS, | 120297195 | \$ | 2.0106 | 36,000 | ODESSA   | TX |



REPORT NO. : MZK03135 CV  
 REFERENCE : AMSR34

PCIMS - INVITATION VS PURCHASE REPORT  
 LSS DIVISION

PAGE: 10  
 PROCESSING DATE: 04/06/09  
 PROCESSING TIME: 11:20:35

ANNOUNCEMENT : LS128  
 INVITATION : 200

COMMODITY GROUP : 24 MEAT, MISC PRODUCTS  
 ANALYSIS / RUN : 01 / 01

| ITEM<br>NUM | COMM<br>TY/PS | COMM<br>ST | D/O<br>NUM | QUANTITY<br>(LBS)        | D/O<br>---DESTINATION---<br>CITY | ST                        | VENDOR NAME                              | CONTRACT<br>NUMBER     | PRICE PER<br>(LBS)     | CONTRACT<br>QTY  | PURCHASE<br>CITY          | DESTINATION<br>ST |
|-------------|---------------|------------|------------|--------------------------|----------------------------------|---------------------------|--|------------------------|------------------------|------------------|---------------------------|-------------------|
| 146         | 60            | 25         | A722       | 148-K-016                | 36,000                           | SAN ANTONIO               | TX LAKESIDE FOODS,                       | 120297195              | \$ 1.9946              | 36,000           | SAN ANTONIO               | TX                |
| 147         | 60            | 25         | A722       | 148-K-027                | 36,000                           | TYLER                     | TX LAKESIDE FOODS,                       | 120297195              | \$ 1.9906              | 36,000           | TYLER                     | TX                |
| 148         | 60            | 25         | A722       | 108-K-001S<br>108-K-002T | 10,944<br>25,056                 | COLORADO SPRING<br>DENVER | CO LAKESIDE FOODS,<br>CO LAKESIDE FOODS, | 120297195<br>120297195 | \$ 2.0027<br>\$ 2.0027 | 10,944<br>25,056 | COLORADO SPRING<br>DENVER | CO<br>CO          |
| 149         | 60            | 25         | A722       | 108-K-003C<br>108-K-004T | 22,176<br>13,824                 | COLORADO SPRING<br>PUEBLO | CO LAKESIDE FOODS,<br>CO LAKESIDE FOODS, | 120297195<br>120297195 | \$ 2.0061<br>\$ 2.0061 | 22,176<br>13,824 | COLORADO SPRING<br>PUEBLO | CO<br>CO          |
| 150         | 60            | 25         | A722       | 108-K-007                | 36,000                           | DENVER                    | CO LAKESIDE FOODS,                       | 120297195              | \$ 1.9940              | 36,000           | DENVER                    | CO                |
| 151         | 60            | 25         | A722       | 108-K-005S<br>108-K-006T | 17,496<br>18,504                 | DENVER<br>GREELEY         | CO LAKESIDE FOODS,<br>CO LAKESIDE FOODS, | 120297195<br>120297195 | \$ 2.0006<br>\$ 2.0006 | 17,496<br>18,504 | DENVER<br>GREELEY         | CO<br>CO          |
| 152         | 60            | 25         | A722       | 219-K-003                | 36,000                           | DES MOINES                | IA LAKESIDE FOODS,                       | 120297195              | \$ 1.9525              | 36,000           | DES MOINES                | IA                |
| 153         | 60            | 25         | A722       | 420-K-002                | 36,000                           | CONCORDIA                 | KS LAKESIDE FOODS,                       | 120297195              | \$ 1.9647              | 36,000           | CONCORDIA                 | KS                |
| 154         | 60            | 25         | A722       | 229-K-009S<br>229-K-010T | 13,032<br>22,968                 | BRIDGETON<br>COLUMBIA     | MO LAKESIDE FOODS,<br>MO LAKESIDE FOODS, | 120297195<br>120297195 | \$ 1.9685<br>\$ 1.9685 | 13,032<br>22,968 | BRIDGETON<br>COLUMBIA     | MO<br>MO          |
| 155         | 60            | 25         | A722       | 229-K-007S<br>229-K-008T | 9,792<br>26,208                  | ST JOSEPH<br>KANSAS CITY  | MO LAKESIDE FOODS,<br>MO LAKESIDE FOODS, | 120297195<br>120297195 | \$ 1.9592<br>\$ 1.9592 | 9,792<br>26,208  | ST JOSEPH<br>KANSAS CITY  | MO<br>MO          |
| 156         | 60            | 25         | A722       | 131-K-001                | 36,000                           | OMAHA                     | NE LAKESIDE FOODS,                       | 120297195              | \$ 1.9552              | 36,000           | OMAHA                     | NE                |
| 157         | 60            | 25         | A722       | 149-K-002<br>256-K-001   | 27,000<br>9,000                  | SALT LAKE CITY<br>MILLS   | UT LAKESIDE FOODS,<br>WY LAKESIDE FOODS, | 120297195<br>120297195 | \$ 2.0106<br>\$ 2.0106 | 27,000<br>9,000  | SALT LAKE CITY<br>MILLS   | UT<br>WY          |
| 158         | 60            | 25         | A722       | B04-K-007                | 36,000                           | MESA                      | AZ LAKESIDE FOODS,                       | 120297195              | \$ 2.0177              | 36,000           | MESA                      | AZ                |
| 159         | 60            | 25         | A722       | B04-K-006                | 36,000                           | PHOENIX                   | AZ LAKESIDE FOODS,                       | 120297195              | \$ 2.0177              | 36,000           | PHOENIX                   | AZ                |
| 160         | 60            | 25         | A722       | 506-K-021                | 36,000                           | GARDEN GROVE              | CA LAKESIDE FOODS,                       | 120297195              | \$ 1.9986              | 36,000           | GARDEN GROVE              | CA                |
| 161         | 60            | 25         | A722       | 506-K-016<br>506-K-017   | 36,000<br>36,000                 | LONG BEACH<br>LONG BEACH  | CA LAKESIDE FOODS,<br>CA LAKESIDE FOODS, | 120297195<br>120297195 | \$ 1.9991<br>\$ 1.9991 | 36,000<br>36,000 | LONG BEACH<br>LONG BEACH  | CA<br>CA          |

|     |    |    |      |            |        |             |    |                 |           |    |        |        |                 |    |
|-----|----|----|------|------------|--------|-------------|----|-----------------|-----------|----|--------|--------|-----------------|----|
| 162 | 60 | 25 | A722 | 506-K-014  | 36,000 | LOS ANGELES | CA | LAKESIDE FOODS, | 120297195 | \$ | 1.9937 | 36,000 | LOS ANGELES     | CA |
|     |    |    |      | 506-K-015  | 36,000 | LOS ANGELES | CA | LAKESIDE FOODS, | 120297195 | \$ | 1.9937 | 36,000 | LOS ANGELES     | CA |
| 163 | 60 | 25 | A722 | 215-K-001S | 2,700  | LIHUE       | HI | LAKESIDE FOODS, | 120297195 | \$ | 1.9937 | 2,700  | LOS ANGELES/FAS | CA |
|     |    |    |      | 215-K-002T | 4,680  | WAILUKU     | HI | LAKESIDE FOODS, | 120297195 | \$ | 1.9937 | 4,680  | LOS ANGELES/FAS | CA |
|     |    |    |      | 215-K-003U | 5,400  | HILO        | HI | LAKESIDE FOODS, | 120297195 | \$ | 1.9937 | 5,400  | LOS ANGELES/FAS | CA |

REPORT NO.: MZK03135 CV  
 REFERENCE : AMSR34

PCIMS - INVITATION VS PURCHASE REPORT  
 LSS DIVISION

PAGE: 11  
 PROCESSING DATE: 04/06/09  
 PROCESSING TIME: 11:20:35

ANNOUNCEMENT : LS128  
 INVITATION : 200

COMMODITY GROUP : 24 MEAT, MISC PRODUCTS  
 ANALYSIS / RUN : 01 / 01

| ITEM<br>NUM | COMM<br>TY/PS | COMM<br>ST | D/O<br>NUM | QUANTITY<br>(LBS) | D/O<br>---DESTINATION---<br>CITY ST | VENDOR NAME     | CONTRACT<br>NUMBER | PRICE PER<br>(LBS) | CONTRACT<br>QTY | PURCHASE<br>CITY | DESTINATION<br>ST |
|-------------|---------------|------------|------------|-------------------|-------------------------------------|-----------------|--------------------|--------------------|-----------------|------------------|-------------------|
|             |               |            | 215-K-004V | 23,220            | HONOLULU HI                         | LAKESIDE FOODS, | 120297195          | \$ 1.9937          | 23,220          | LOS ANGELES/FAS  | CA                |
| 164         | 60 25         | A722       | 506-K-007  | 36,000            | OAKLAND CA                          | LAKESIDE FOODS, | 120297195          | \$ 2.0074          | 36,000          | OAKLAND          | CA                |
| 165         | 60 25         | A722       | 506-K-032  | 36,000            | SACRAMENTO CA                       | LAKESIDE FOODS, | 120297195          | \$ 2.0046          | 36,000          | SACRAMENTO       | CA                |
|             |               |            | 506-K-033  | 36,000            | SACRAMENTO CA                       | LAKESIDE FOODS, | 120297195          | \$ 2.0046          | 36,000          | SACRAMENTO       | CA                |
|             |               |            | 506-K-034  | 36,000            | SACRAMENTO CA                       | LAKESIDE FOODS, | 120297195          | \$ 2.0046          | 36,000          | SACRAMENTO       | CA                |
| 166         | 60 25         | A722       | 506-K-038  | 36,000            | SAN BERNARDINO CA                   | LAKESIDE FOODS, | 120297195          | \$ 2.0042          | 36,000          | SAN BERNARDINO   | CA                |
| 167         | 60 25         | A722       | 506-K-036S | 18,000            | SAN BERNARDINO CA                   | LAKESIDE FOODS, | 120297195          | \$ 2.0035          | 18,000          | SAN BERNARDINO   | CA                |
|             |               |            | 506-K-037T | 18,000            | RIVERSIDE CA                        | LAKESIDE FOODS, | 120297195          | \$ 2.0035          | 18,000          | RIVERSIDE        | CA                |
| 168         | 60 25         | A722       | 506-K-020  | 36,000            | SAN DIEGO CA                        | LAKESIDE FOODS, | 120297195          | \$ 2.0086          | 36,000          | SAN DIEGO        | CA                |
| 169         | 60 25         | A722       | 241-K-002  | 36,000            | PORTLAND OR                         | LAKESIDE FOODS, | 120297195          | \$ 1.9967          | 36,000          | PORTLAND         | OR                |

TOTAL INVITATION : 8,424,000  
 TOTAL CANCELLED : 0  
 TOTAL ADJ. INVITATION : 8,424,000  
 TOTAL AWARDED : 8,424,000  
 TOTAL EXTRA : 0  
 ADDITIONAL TO CURRENT D/O(\*) : 0  
 NEW D/O NUMBERS(\*\*) : 0  
 EXTRA - NO D/OS : 0  
 TOTAL UNAWARDED : 0



United States  
Department of  
Agriculture

Agricultural  
Marketing  
Service

STOP 0253- Room 2610-S  
1400 Independence Avenue, S.W.  
Washington, DC 20250-0253

ANNOUNCEMENT LS-128

May 2006

## PURCHASE OF CANNED MEATS FOR DISTRIBUTION TO ELIGIBLE OUTLETS

### I. GENERAL

- A. The United States Department of Agriculture (USDA) will periodically issue Invitations under this Announcement for offers to sell to USDA canned meat items as described in the attached References to Applicable Bid and Contract Provisions (see Exhibit A). In addition to product description, this exhibit also provides information on the applicable Technical Data Supplement (TDS) or Item Description and Checklist of Requirements (IDCR) for each canned meat item.

Canned meat products will be purchased on a competitive bid basis from suppliers who have met the requirements described in Section I.D.5. Interested suppliers may submit samples and technical proposals at any time during this purchase program. Suppliers should allow 10 working days from receipt of technical proposals by USDA for notification of results of the evaluation of the canned meat products, and technical proposal from the Contracting Officer. Following notification of acceptance of canned meat products and technical proposal, a supplier will be contacted for a pre-award supplier assessment audit as outlined in Section I.D.5. A supplier is deemed eligible to bid after notification by the Contracting Officer.

Submission of samples and technical proposal is not binding on USDA. Actual purchases will be on a competitive bid basis as described in this Announcement and separately issued Invitations. The Invitations will specify the product type(s), offer date, closing time for receipt of bids, the shipping period, the destinations with any transportation restrictions, and any other provisions applicable to the proposed procurement, which are in addition to or different from those set forth herein (see Exhibit B for an example of an Invitation). Bids solicited under this Announcement and applicable Invitations are for delivery of products to USDA on an f.o.b. destination or f.a.s. vessel basis only.

Additional bid and contract provisions are included in the Annual Certifications, Representations, and Warranties (Appendix-1) and the General Terms and Conditions for the Procurement of Agricultural Commodities or Services, Revision 2, dated November 1984, and Amendments 1, 2, 3, and 4 dated October 1990, November 1990, August 1989, and March 1990, respectively, hereinafter referred to as USDA-1.

- B. Offerors are cautioned to carefully read this Announcement, Appendix-1, USDA-1, Invitations, specifications as described in Exhibit A, and applicable instructions of the Agricultural Marketing Services' (AMS), Audit, Review, and Compliance (ARC) and Meat Grading and Certification (MGC) Branches. Failure to do so will be at the Offeror's risk. These documents are incorporated into the contract (see Section IV, of this Announcement). Offerors are cautioned that statements made by persons other than the Contracting Officer, written or implied, are not binding on the Government unless confirmed in writing by the Contracting Officer.

### C. Offer Prices and Evidence of Shipment

Offer prices must be quoted and delivery of product must be on the basis of f.o.b. railcars or trucks at destination or f.a.s. vessel as specified in the applicable Invitation. Certain destinations require delivery by TRUCK ONLY or RAIL ONLY and will be so identified in the Invitation. All products whether shipped by truck, rail, or piggyback must be palletized and stretchwrapped in accordance with instructions contained in the applicable TDS or IDCR and the contractor's approved technical proposal, unless the Invitation and subsequent contract specifies "NO PALLETS." Contractors may arrange for pallet exchange with consignee; however, USDA is in no way responsible for such arrangements. Offers submitted on a basis other than f.o.b. destination or f.a.s. vessel will be rejected as nonresponsive.

When notified of shipments, consignees may request upgrading of delivery services, for example, delivery within the consignee's premises or to a specific room within a building. Such delivery terms are beyond USDA contractual requirements. Any negotiations to upgrade services are between contractor and consignee and any additional charges for special delivery terms are between the consignee and the contractor. Any charges invoiced to USDA for additional delivery services will be denied.

When making deliveries to more than one destination from the same railcar, the quantities required at each stop must be placed in separate compartments under seal. Each railcar compartment must be stacked in a manner that will preclude containers shifting while in transit.

All delivery units--truck lot and less-than-truck lot (LTL) quantities--must be secured at all times prior to unloading with tamper proof, tamper resistant, serially numbered, high security seals that meet the ISO 17712 standard. Failure to seal or maintain the delivery unit under seal in accordance with these requirements may subject the shipment to rejection .

The contractor must maintain a record of each seal number used for truck lot and LTL delivery units. Additionally, the contractor must ensure that the applicable seal identification number is on each bill of lading, shipment manifest, or other delivery documents for each delivery destination.

When LTL delivery units are transported on the same trailer or railcar and destined for multiple recipients, the trailer or railcar must be sealed after each delivery. The seal number must be recorded on the appropriate delivery documents and correspond with the applied seal at the time of arrival at the next destination. It will be the responsibility of the contractor to provide a sufficient number of seals and ensure that the carrier service (truck or rail) secures the trailer or railcar after each delivery destination. Failure to seal the trailer or railcar after each stop may subject the shipment to rejection at the next scheduled stop and rejection of any subsequent deliveries on the trailer or railcar.

The ISO 17712 standard can be obtained through the following websites: 1) American National Standards Institute: <http://webstore.ansi.org/ansidocstore/iso.asp?> or 2) International Organization for Standardization: <http://www.iso.org/iso/en/CatalogueListPage.CatalogueList>.

Contracts for all canned meats products purchased under this Announcement will be awarded on an f.o.b. destination or f.a.s. vessel basis with quality assurance determined by USDA through a pre-award assessment and post-award audits described in section I.D.5. If product is checkloaded by an AMS agent as described in Option 1 of Section VII., and if transportation is provided by common carrier, the contractor may submit an invoice for payment prior to actual



delivery, provided product is shipped 5 calendar days in advance of the Not-Later-Than (NLT) shipping date on the contract. Contractor must furnish with the invoice a copy of the AMS acceptance certificate and the signed commercial bill of lading indicating the carrier's receipt of the product covered by the invoice for transportation to the destination specified in the contract. If transportation is provided by other than common carrier, the contractor must attach to the contractor's invoice a receipted copy of the appropriate delivery document evidencing date of delivery and quantity received at the destination specified in the contract.

D. Responsibility of Offeror

1. Annual Certifications, Representations, and Warranties

An offeror intending to submit bids must complete the Annual Certifications, Representations, and Warranties in Appendix-1 and return it to the Contracting Officer at the mailing address listed in Section II. A. of this Announcement prior to the submission of its initial bid. An Officer of the company must sign the Appendix-1. If there are any changes or revisions to the annual Appendix-1, offeror must submit an updated Appendix-1 to the Contracting Officer or submit corrections or revisions prior to bid submission. **In addition to the certifications submitted under Appendix-1, Contractor must complete the Online Representations and Certifications (ORCA) located at the following web address:**  
<http://orca.bpn.gov/login.aspx>.

2. Standard Form 129--Solicitation Mailing List Application

An offeror intending to submit bids must also complete a Solicitation Mailing List Application (SF-129) and return it to the Contracting Officer at the mailing address listed in Section II. A. of this Announcement prior to the submission of its initial bid.

All items (except Item 18) of the SF-129 must be completed (see **Exhibit C**). Offeror must also include the following information for Items 4, 8, 10, 14, 16B, 19, and 20:

Items 4 and 8: Employer's identification number and Food Safety and Inspection Service (FSIS) establishment number or State inspection number.

Item 8: Identify all affiliates of offeror (applicant as shown in 4) by providing full name, main office address, and employer's identification number and Tax Payer Identification Number (TIN) of the affiliates. An "affiliate" is defined on the back of the SF-129.

Item 10: The product purchased by USDA which the offeror is interested in supplying, weekly volume of production, capacity, and percent of capacity available for USDA contracts. Attach separate list if additional space is needed.

Item 14: Company's TIN.

Item 16B: Identify the freezer or warehouse to be used and its storage capacity.

Items 19 and 20: Must be an officer of the company.

**Offeror must certify with each bid to the accuracy of the current SF-129 and Appendix-1 on file with the Contracting Officer.**

### 3. Responsibility

A firm submitting an offer under this Announcement must meet the Federal standards for responsibility contained in Title 48 C.F.R. Subpart 9.1, USDA-1, this Announcement, and applicable Invitations. A determination of the responsibility contained in Title 48.C.F.R. Subpart 9.1 must be made prior to a firm submitting a technical proposal and sample. Facilities used in fulfilling USDA contracts must be operating under the provisions of the Federal Meat Inspection Act (FMIA), 21 U.S.C. 601 et seq., and the regulations issued thereunder or State meat inspection program operating under the State-Federal Cooperative Agreement, Section 301 of FMIA. The firm must also be approved under an AMS pre-award supplier capability assessment audit prior to submitting an offer under this Announcement.

Offeror must ensure that all products offered for USDA purchases are in compliance with applicable contract and specification requirements. Offeror shall authorize the Contracting Officer's Technical Representative (COTR) and other authorized AMS agents unrestricted access to all records that pertain to USDA contracts.

Contractor must be registered under the Central Contractor Registry (CCR) System as prescribed in Title 48 C.F.R., Subpart 4.1104 and will certify in Appendix-1 on file with the Contracting Officer.

Offeror must ensure that all products offered for USDA purchases are in compliance with applicable contract and specification requirements. Offeror shall authorize the Contracting Officer's Technical Representative (COTR) unrestricted access to all records that pertain to USDA contracts.

If a contract is awarded to a contractor which intends to produce the product in a State-inspected meat packing plant operating under Section 301 of the FMIA, the following will apply:

The product produced under this Announcement is for use in USDA programs in the State where the meat packing plant is located. If an intended recipient of the product cannot receive the product and the USDA cannot divert the product to another recipient within the State it was produced, the USDA will reject, at no cost to the USDA, any undelivered product produced by such State-inspected meat packing plants. Such rejection may occur at any time up to final acceptance by consignee. In the event of such rejection, the contractor must remove USDA markings from the rejected product.

Additionally, for State-inspected plants, nutrition labeling must be in accordance with State regulations and be equal to USDA, FSIS regulations at 9 CFR Parts 317 and 320. Each Invitation issued under this Announcement will identify bid restrictions, in whole or in part, on State-inspected plants.

#### 4. Food Defense Requirements

The contractor and all subcontractors must have a documented and operational food defense plan that provides for the security of a plant's production processes, which includes the storage and transportation of finished product after production. The food defense plan must be maintained at the facility. The plan shall address the following areas: 1) food defense plan management, 2) outside and inside security of the production and storage facilities, 3) slaughter and processing including all raw material sources, 4) shipping and receiving, 5) storage, 6) water and ice supply, 7) mail handling, 8) personnel security, and 9) controlled access to production and storage areas. The plan will be audited by the AMS, ARC Branch (see section I.5.). See FSIS Security Guidelines for Food Processors at the following web address: <http://www.fsis.usda.gov/OA/topics/SecurityGuide.pdf> and information for "The Transportation and Distribution of Meat, Poultry, and Egg Products" is located at the following web address: <http://www.fsis.usda.gov/OA/topics/TransportGuide.htm>

Note: Do not submit food defense plan with the technical proposal(s).

#### 5. Documentation and Assessment Requirements

To become an eligible supplier, the following must be submitted to the Contracting Officer at Agricultural Marketing Service, U.S. Department of Agriculture, Stop 0253, Room 2610-South Building, 1400 Independence Avenue, SW, Washington, D.C. 20250-0253, for evaluation and approval prior to bidding:

##### a. Technical Proposal Requirement:

- 1) Include a detailed description of each item planned to be offered and each of the production steps taken to meet or exceed the minimum product requirements set forth in the applicable TDS or IDCR. (Plan/Do)
- 2) Describe all the quality assurance methods used to verify conformance to all requirements. This will include the monitoring and measurements taken during the process to verify conformance with each requirement. All measurement results shall be recorded and made available to AMS. (Check)
- 3) Identify all corrective actions to be taken if deviations from contractual and specification requirements occur during production, and all preventative actions to be taken to preclude a reoccurrence. (Act)
- 4) The technical proposal shall follow the format as described in Section II. E., Technical Proposal format. Offeror's proposal should be brief and concise.
- 5) The technical proposal shall be preceded by the following, as required by the template:
  - a) Table of contents listing the major areas as they appear in the technical proposal template; and
  - b) List of attachments, forms provided with the proposal, if appropriate.
- 6) The technical proposal should be written in the following format:
  - a) Plan and Do - A description of the planning and production steps taken to meet each requirement.
  - b) Check - Describes all the quality assurance methods that will be used to verify conformances to each requirement. This will include the monitoring and measurement taken during the process (all measurements results shall be recorded and made available to AMS upon request).



- c) Act - Identifies all corrective actions to be taken if deviations from contractual and specification occur during production and all preventative actions taken to preclude reoccurrences.

The COTR will review each technical proposal to determine if the proposal is adequate. The Contracting Officer will notify the supplier of the status of their technical proposal.

Once a supplier is notified by the Contracting Officer that the technical proposal meets the applicable criteria, the Audit, Review and Compliance Branch will contact the supplier to set up a supplier pre-award onsite capability assessment.

h. Product Sample:

- 1) For each item offered, six (6) cans of product--the sample cans must be labeled to include the ingredient statement and Nutrition Facts Panel that conforms to the applicable IDCR (Attachment I, II, III).

Note: A supplier must submit canned samples that are produced in accordance with the submitted the technical proposal.

c. Assessment by the ARC Branch

After the sample(s) and the technical proposal(s) are evaluated and approved, an ARC Branch auditor will perform an onsite assessment of the facilities, processes, food defense plan, and quality control program used to produce the product(s) to determine the supplier's ability to meet contractual requirements. The following assessments will apply:

1) Pre-Award Onsite Capability Assessment

The pre-award onsite assessment (audit) will include, but is not limited to, a thorough evaluation of the potential contractors' and subcontractors' facilities, processes, food defense plan, quality control program, equipment, procedures, and the appropriate documents and forms used during the production of the canned meat items.

Documentation must support 1) the production of a canned meat item that complies with the applicable IDCR and the potential contractor's approved technical proposal and 2) the contractor or subcontractor's food defense plan. In addition, the audit will consist of the review of records related to purchasing, receiving, production, quality control, inventory and shipping records, and interviews with management and production personnel.

Upon completion of the onsite capability assessment, the auditor will provide a report to the Contracting Officer for final review. After the sample(s) have met the evaluation criteria and the supplier has satisfactorily completed the pre-award onsite capability assessment, the supplier will receive written notification from the Contracting Officer of their eligibility to bid.

If the report states that the process or food defense plan is inadequate, the applicant will be notified by the Contracting Officer that they are ineligible to bid. The applicant will have an opportunity to correct identified deficiencies, modify their

process, food defense plan, and/or technical proposal, and resubmit for further consideration. Eligibility will depend on whether modifications demonstrate that 1) the process is capable of delivering canned meat items in compliance with the applicable TDS or IDCR, 2) they are in compliance with their food defense plan, 3) includes the applicable assessment by USDA, and 4) they comply with other applicable contractual requirements.

For those suppliers who have been previously approved and deemed eligible by the Contracting Officer under the prior year purchase program, the pre-award assessment audit may be waived by the Contracting Officer, providing that all new USDA program requirements are met. The Contractor's revised technical proposal must be submitted and approved by the Contracting Officer before submitting offers.

## 2) Post-Award Assessment

Eligible suppliers who receive contracts must have their documented food defense plan, technical proposals, and supporting documentation readily available for review by the COTR or AMS agents. Records may be maintained on hard copy or electronic media. However, records maintained as electronic media will be made available in printed form immediately upon request by AMS or its agents.

The ARC Branch will conduct an onsite audit of the contractor's and subcontractor's facilities and processes when production commences on the first contract awarded. Additional audits may be conducted as determined by the Contracting Officer, but not less than one per month for contractors with continuous or multiple contracts, or once per contract for intermittent contractors. At the discretion of the Contracting Officer, more frequent audits may be conducted when audit deficiencies are detected.

## 3) Post-Award Actions

Any deviation from contractual requirements will be immediately reported by the contractor to the Contracting Officer. The Contracting Officer will notify the contractor regarding eligibility to continue to participate as a contractor.

Contractor will assure that the delivered product complies with the provisions of the applicable IDCR, the applicable assessment by USDA, and the contractor's technical proposal approved by the Contracting Officer.

## 6. Responsibility of Subcontractors/Suppliers

Contractor shall include, and subcontractor must meet, the responsibility terms in the above paragraph D.3. of this section in every subcontract for supplies or services used by the contractor in fulfilling USDA contracts, either directly or indirectly, and obtain certification of responsibility, as described in Appendix-1 to Announcement LS-128 from any subcontractors and suppliers.

Contractors shall include, and subcontractors must comply with, the domestic products clause in paragraph I.F. of this section for all subcontracts for meat, meat products, or other ingredients used in fulfilling any contracts awarded under this Announcement. All shipping containers for raw materials must be labeled as "Domestic Only Product" on the principle display panel

**and invoices or bill of lading from the raw material supplier must indicate “Domestic Only Product.”**

Subcontractors or suppliers of canned meat items are (1) ineligible if they are currently delivering late on USDA contracts, or USDA-approved subcontracts and late delivery is not due to causes beyond their control; and (2) nonresponsible if they are not operating under the provisions of the Federal Meat Inspection Act or have been suspended or debarred under the provisions of 48 C.F.R. Subpart 9.4.

Meat products furnished by a subcontractor/supplier must also comply with the material and other specification requirements as set forth in the applicable product specification.

#### 7. Past Performance

The offeror must certify to timely performance on current contracts and subcontracts in **Item 4** of the Certification Section under the Domestic Electronic Bid Entry System (DEBES) offer (see Exhibit D). A determination that any past or current late performance was beyond the control or negligence of the contractor or the contractor's subcontractor **must be made by the Contracting Officer prior to bid opening**. An offeror will be deemed nonresponsible if the offeror or any of its affiliates or subcontractors are delivering late on other contracts or subcontracts with USDA and the late delivery is not due to causes beyond the contractor's or the contractor's subcontractor's control. This provision, as it pertains to small business, is a deviation from 48 C.F.R. Subpart 19.6.

**A false certification may result in rejection of the offer, suspension and debarment by USDA, termination of the contract, liability for damages under the provisions of USDA-1, or criminal prosecution.**

Offerors are cautioned NOT TO BID on product quantities exceeding a level that the offeror can reasonably expect to deliver in accordance with the contract schedule. On-time delivery is imperative because this product is used in school lunch and other USDA Federal food and nutrition programs. Late deliveries can cause serious and substantial damages to USDA and to recipient agencies, some of which cannot be compensated for by liquidated damages.

**Contractor shipping late on contract(s) must immediately notify the Contracting Officer of late shipments. If the contractor intends to request an extension due to causes beyond the control or negligence of the contractor, such notice must be made to the Contracting Officer 3 business days in advance of a bid opening in which the contractor wants to bid. Notification and request for extension must include (1) documentary evidence of causes beyond contractor's control for each day requested, (2) a production report of completed and/or expected production, including pounds and dates, and (3) actual shipment dates by Notice-to-Deliver (N/D) numbers (see Article 68 of USDA-1).**

E. Buy American Certification

End products furnished must be of domestic origin as defined in section I.F. below. This provision is a deviation from 48 C.F.R. part 25 and for the purposes of this Announcement supersedes Article 49 of USDA-1. Other minor ingredients, e.g., seasonings, must comply with Article 49 of USDA-1.

F. Domestic Products

All meat or meat products used in fulfilling contracts awarded under Announcement LS-128 must be produced in the United States. United States produced (hereafter referred to as U.S.-produced) beef or pork means manufactured from livestock raised in the United States, its territories, possessions, Puerto Rico, or the Trust Territories of the Pacific Islands (hereinafter referred to as the United States). U.S.-produced does not include imported beef or pork, or cattle or hogs imported for direct slaughter. If any pork or beef products originating from sources other than the United States are processed or handled, the contractor will develop and maintain an identification and record system for these products to ensure USDA that they are segregated and not used to fulfill contracts awarded under this Announcement. Such segregation plan will be audited and made available to the ARC Branch agent. The contractor will maintain records including, but not limited to, invoices, production and inventory records evidencing product origin, and will make such records available for review by the Government in accordance with Article 76 of USDA-1.

**The contractor agrees to include this domestic origin certification clause in its entirety in all subcontracts for meat or meat products used in fulfilling any contracts awarded under this Announcement and obtain certification from each meat or meat products subcontractor that (1) the subcontractor will deliver only meat or meat products originating from U.S.-produced livestock as defined herein; and (2) all raw materials will be shipped in containers labeled as "Domestic Only Product" on the principle display panel and the bill of lading accompanying the shipment will contain the statement "Domestic Only Product."**

G. Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity

1. If the Government receives information that a Contractor or a person acting for the Contractor has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the National Defense Authorization Act for Fiscal Year 1996 (P.L. 104-106), the Government may:
  - a. Cancel the solicitation, if the contract has not yet been awarded or issued; or
  - b. Rescind the contract with respect to which:
    - 1) The contractor or someone acting for the contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27(a) or (b) of the Act for the purpose of either (a) exchanging the information covered by such subsections for anything of value; or (b) obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

- 2) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the contractor or someone acting for the contractor has engaged in conduct constituting an offense punishable under subsection 27(e)(1) of the Act.
2. If the Government rescinds the contract under paragraph 1 of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.
3. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

#### H. Service of Protest

1. Protests, as defined in 48 C.F.R. part 33.101, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be deemed served on the Contracting Officer by obtaining written and dated acknowledgment of receipt from the Contracting Officer designated in Section II. A.
2. A copy of any protest must be received by the Contracting Officer at the FAX or mailing address listed in Section II. A. within 1 business day of filing a protest with the GAO.

## II. SUBMISSION OF OFFERS

### A. Where and How to Submit Offers

#### 1. Electronic Submission of Offers

All Offers must be submitted electronically by accessing the DEBES. Browser Requirements for DEBES for electronic bidding are described in Attachment IV. An offeror must request and receive a DEBES logon ID in order to access the website (see Attachment V. for the form to request a logon ID). Only suppliers deemed responsible by the Contracting Officer will receive a DEBES logon ID.

Access the DEBES website at: <https://pcsd.usda.gov:3077/mdbc1000.exe?>

**Once connected to DEBES, follow the online procedures. Click on the "Help" button for detailed instructions on using the system or call 202-720-2650 for assistance.**

AMS will not be responsible for any failure attributed to the transmission of the bid data prior to being accepted and stored on our web server including, but not limited, to the following:

- a. Any failure of the offeror's computer hardware or software;
- b. Availability of your Internet service provider;
- c. Delay in transmission due to the speed of your modem; or
- d. Delay in transmission due to excessive volume of Internet traffic.

**The DEBES system will generally be available all day Saturday until 9:00 p.m. Central Time, and on Sundays from 8:30 a.m. until 3:30 p.m. Central Time. System availability may at times be subject to interruptions in service due to unscheduled maintenance.**



If an offeror's Internet Service Provider (ISP) is not available, an offeror may submit a bid via facsimile (FAX). If an offeror plans to submit a bid via FAX, offeror **MUST** contact the Contracting Officer for approval prior to faxing offers.

**NOTE:** Exhibit D provides an example of how offers may be submitted by fax:

c. Facilities for receiving offers by FAX are as follows:

FAX: (202) 720-0949 (24 Hours)

f. Verification: **USDA-AMS-LS-CP-Branch**

**(202) 720-2650** (6:30 a.m. - 4:00 p.m., Central Time, Monday - Friday)

Faxed offers, modifications, or withdrawals of offers must be addressed as follows:

Contracting Officer  
Livestock and Seed Program  
Agricultural Marketing Service  
U.S. Department of Agriculture  
Stop 0253 Room 2610-South Building  
1400 Independence Avenue, SW  
Washington, D.C. 20250-0253

#### **B. Where and When to Submit Offers**

Offers, modifications, or withdrawals of offers must be submitted to the Contracting Officer, Livestock and Seed Program, Agricultural Marketing Service (AMS), U.S. Department of Agriculture, Washington, D.C.

Offers, modifications, or withdrawals of offers under this Announcement must be received in the **DEBES Lockbox or, if authorized by the Contracting Officer, faxed to the AMS, LS, CP Branch not later than 1:30 p.m., Central Time, on the date specified in the Invitation.** Canned meat items will be purchased on a quarterly basis. Invitations will be issued by FAX and be available electronically through the USDA, AMS Commodity Procurement Home Page and posted on the DEBES Internet site. If the planned bid date falls on a nonworkday for USDA employees in the District of Columbia, offers, modifications, or withdrawals must be received by **1:30 p.m., Central Time** on the next succeeding business day. Whether an offer, modification, or withdrawal is received within the time limitation will be determined by the last submission time recorded in DEBES or electronically captured at the AMS, LS, CP Branch in the event a bid is faxed.

**Note:** Once AMS has established an external portal site, invitations will no longer be sent by FAX, unless requested by supplier or USDA is experiencing technical difficulties at the portal site. Eligible suppliers will be granted access to the site and can subscribe to the appropriate folder(s). USDA will notify suppliers through a Notice to the Trade.

### C. Shipping Periods

Planned shipping periods by Invitation are identified in Exhibit E. USDA may change this schedule or cease purchases depending on market conditions or funding considerations. Contracts will be awarded on a shipping period basis. The shipping period will be a specific period identified with each Invitation issued under this Announcement. Bidders are cautioned to refer to the applicable invitation prior to bidding.

Shipping periods will be on the first half and second half of the month (e.g., December 1-15 and December 16-31).

### D. Purchase Units

The purchase unit size for the various canned meat items purchased is shown in Exhibit A. The quantity offered on bids must be in purchase unit increments. An offeror may bid the entire quantity on the Invitation or a greater amount, but not less than one purchase unit, i.e. 36,018 pounds. Only one offer price may be quoted to any delivery point listed from each shipping point, including combined destinations bracketed as one line item. Offerors may rearrange the destination sequence on these combined delivery units.

### E. What to Submit

Electronic Bid:

An offer must include each of the following items:

#### **Section 1--General**

1. Name, phone number, and complete address and zip code of offeror (include both street and mailing address if different).
2. Identify submission as a bid.  
STATE: Bid--ANNOUNCEMENT LS-128, Invitation No. \_.
3. Name and street address including zip code of (a) final processing point and (b) shipping point.

#### **Section 2--Offer Form**

1. Item number listed on applicable Invitation, destination, and price per pound delivered to specific destination, segregated by product type if more than one is requested.

**NOTES:** For bids other than electronic, offerors may, at their own risk, exclude name of destination. Errors in item number(s) will not be apparent to Contracting Officer.

Quote only one delivered price per pound for each destination or multiple destinations listed as one item number. If more than one price per item is quoted, the line item will be ruled nonresponsive.

Estimated number of purchase units by destination will be listed on the Invitation.

The offeror must not indicate the number of purchase units by destination. USDA may adjust the quantities listed on the Invitation based on offerings, market conditions, and/or program requirements.

Transportation restrictions will be shown on the Invitations.

The offeror may submit offers for as many destinations as desired. The maximum quantity to be awarded is determined by the constraints quoted in Section 3, Constraints, of the bid.

Offer prices may be quoted up to four places to the right of the decimal point. **If other than four places, any digit past the fourth will automatically be dropped.**

### Section 3—Constraints

1. State maximum quantity overall for each commodity type (if applicable) to be awarded and/or maximum quantity overall for both in number of purchase units and equivalent net pounds for shipment to required destinations between   (date)   and   (date)  .

NOTES: If offering for more than one processing point, be sure to indicate the number of units offered for each commodity type and/or maximum quantity overall for each processing point. Maximum quantity offered may be greater than demand shown on the Invitation.

Total maximum quantity overall for specific product types or Invitation is optional. If total overall is not quoted, AMS may award up to the maximum for each type.

State the applicable shipping period(s) associated with the Invitation.

### Section 4—Certifications

1. For this bid, your company is designated as: (choose one)

- Large Business
- Large Minority Business
- Large Woman-Owned Business
- Large Woman-Owned Minority Business
- Small Business
- Small Minority Business
- Small Disadvantaged "Not 8A"
- Small Woman-Owned Minority
- Small Woman-Owned "Not 8A"
- "8a" Small Woman-Owned
- "8a" Small Disadvantaged

**NOTE:** For bids submitted electronically, if default designation is incorrect, please choose correct designation and notify Contracting Officer.



2. By submitting this bid, Offeror certifies it HAS read and DOES agree to the terms of LS-128; Appendix-1; Inv. \_\_\_\_; Exhibit A dated May 2006, applicable IDCR, Contractor's technical proposal approved by the Contracting Officer; AMS audit team's initial report; USDA-1, Rev. 2, and Amds. 1, 2, 3, and 4 and the Federal Acquisition Regulations.
- HAS  
 DOES
3. (a) Annual Representations, Certifications, and Warranties (Appendix-1) submitted to the Contracting Officer are current, accurate, and complete. Submitted to Contracting Officer (mm/dd/yyyy): \_\_\_\_\_
- (b) If Appendix HAS been amended, enter date amended: \_\_\_\_\_ or N/A.
4. Offeror certifies that the company has completed the Online Representation and Certification Application (ORCA) on (mm/dd/yyyy): \_\_\_\_\_.
5. Offeror certifies that the SF-129 on file with the Contracting Officer is accurate and part of this offer.
- Does  
 Does Not
6. All product required under any existing USDA contract(s) or subcontract(s) with a Not Later Than Date prior to this bid opening HAS been shipped?
- Has  
 Has Not  
 Has Not, But Has Notified C/O  
 No Existing Contracts
7. By submitting this bid, offeror certifies that all product conforms with the applicable TDS or IDCR and no changes to the production process or technical proposal have occurred without proper approval by the Contracting Officer.
- Does
8. Show name, title, fax number, and phone number of person submitting this bid (must be an authorized company representative).

#### Technical Proposal:

The following procedures establish the acceptable minimum requirements for the format and content of the proposals:

1. The Government has provided a technical proposal format which is to be used in preparing the technical proposal (see Exhibit F). The offeror shall submit technical proposals in both hard copies and an electronic format either on disk (3.5" diskette or CD) or e-mail. The technical

proposal shall be saved in the portable document file (PDF) format. This format and electronic form provided will aid in the evaluation of the technical proposal.

2. Offers must submit diskettes or CDs in sealed disk mailers that have been signed by the same individual signing the original paper copy of the technical proposal. Offerors submitting the electronic PDF format by e-mail must be sent by the same individual that signed the original paper copy of the technical proposal. By signing both the technical proposal and disk mailer, this individual will be attesting to the data in both formats being identical. The seals on this information will be broken by the Contracting Officer only. The technical proposal must be submitted by an authorized agent of the company, as evidenced by the SF-129 on file with the Contracting Officer.
3. The offeror will submit the appropriate number of copies as stated in the table below:

| Description   | Number of Hard Copies   | Number of Diskettes/CD's |
|---|-------------------------|--------------------------|
| Technical Proposal<br>1. 8 1/2" x 11" White Paper;<br>2. One sided-Single spaced (12 point font);<br>3. Proposal to be provided in protected document holder; and<br>4. Proposal submitted with all capital letters will be returned to Offeror without further review. | 3 (Original + 2 copies) | 1                        |

4. While it is not the desire of the Government to penalize an offeror for noncompliance with formatting instructions, technical evaluators may have difficulty evaluating the technical proposal to the fullest extent possible. Technical evaluators will not be required to search other subsections or sections of the offeror's technical proposal for information requested for evaluation.

**Note:** All hard copies and diskettes/CDs shall be mailed to the Contracting Officer at the address stated in Section II. A.

### Technical Proposal Revisions

Changes to an offeror's technical proposal may be submitted based on the Government's Amendments, Clarification Request, pre-award and post-award assessments, and at the request of the offeror. Maintenance of the integrity and clarity of each technical proposal is critical. All technical proposal revisions must meet the following criteria:

- 1) Any changes to a technical proposal made by the offeror after its initial submittal shall be accomplished by submitted replacement pages or an entire technical proposal package. A cover letter must be submitted with the changes identified and an explanation of the need for the change. The offeror shall include the revision date and the appropriate page number(s).
- 2) Must be submitted in the same number of copies as the initial technical proposal and must have the same information provided on revised diskettes/CDs. The revised diskettes/CDs should contain only the pages that are being changed. Additional pages should be numbered using a page number suffix (e.g. 1.1, 1.2, 1.a., 1.b).

- 3) Submit changes to the technical proposals as a complete page change for each page on which a change occurs. Changes from the original page shall be on blue colored paper and the changes in text shall be **highlighted** or **bolded** and deletions in ~~strikeout~~.

### III. ACCEPTANCE OF OFFERS

The USDA will award contracts to offerors deemed eligible and responsible and whose bids conform to the Announcement and the applicable Invitation and whose bids are most advantageous to the Government in terms of, but not limited to, price, quantity needs at the specified destinations, and cost. The USDA requires a minimum acceptance period of 7 calendar days from the acceptance of offers. Acceptance of offers will be made by FAX filed at Washington, D.C., not later than midnight, local time, the seventh day following the day for receipt of offers. The official time of award is the date and time stamped on the contract faxed from the AMS, LS, CP Branch. Transmission of the contract is the official notice that the contract has been awarded. A notice of award will also be issued in the form of a Food Purchase Report (FPR) posted on the **Livestock and Seed Program, USDA, AMS Commodity Procurement Home Page** (see Notice attached), after 1:00 p.m., Central time on the day of acceptance. Information on awards will be available by telephone to offerors and interested parties promptly following the posting of the FPR. Inquiries may also be made to a USDA, AMS Market News office or the Contracting Officer.

Failure to accept an offer will constitute rejection. Filing of the acceptance wire as specified above will result in a binding contract without further action by either party. The actual time of award described herein deviates from 48 C.F.R. 14.408-1.

### IV. PROVISIONS OF CONTRACT

The contract consists of Announcement LS-128; the applicable Invitation; applicable IDCR, applicable ARC or MGC Branches' instructions; contractor's or subcontractor's (manufacturer's) technical proposal approved by the Contracting Officer, the AMS audit team's initial report, contractor's offer including SF-129 and Appendix -); the acceptance by USDA; USDA-1 and the Federal Acquisition Regulations 48 CFR Section et seq. The following USDA-1 articles are excluded: Articles 34, 49, 50, 64(c), and all of Part E.

If the provisions of contract documents are not consistent, the following priority order will prevail: Invitation, Announcement, applicable IDCR, contractor or subcontractor's technical proposal approved by the Contracting Officer, AMS Auditor's initial report, Appendix-1, Federal Acquisition Regulations, and USDA-1.

### V. PRODUCT SPECIFICATIONS, CERTIFICATIONS, AND AUDIT SERVICES

- A. Specifications for canned meat products are identified in the Exhibit A, Checklist. If documents are amended, appropriate amendments must be referenced.

AMS certification agents, under the direction of the LS Program, will perform all examinations and tests as required. AMS agents will conduct all certification services in accordance with the applicable MGC Branch Instruction(s). The cost of all certification and audit services performed by the AMS certification agents must be borne by the contractor. This includes, but is not limited to, examinations, supervision, official documentation, samples for microbiology and fat content analyses, and charges for such analyses.

AMS auditors, under the direction of the LS Program, will perform audit services on the portions of the contractor's approved technical proposal that are not under the control of the AMS certification agent. The frequency of the audits will occur, at a minimum, once per month or when applicable, once per contract.

- B. For certification services (**other than those charges associated with audits**), AMS will pay per diem and travel expenses including travel time involved in transporting the AMS agents from a duty point into the area of a contractor's or subcontractor's plant. However, payment of these charges by USDA will only be made when the services rendered by an AMS agent are directly related to production for specific, outstanding contracts. When the services of the AMS agent are performed for the account of a subcontractor, the serial contract number in which the product will be used must be declared to the AMS agent. Per diem and travel expenses will be prorated to the contractor for any official services performed by the AMS agent not related to acceptance of USDA-purchased commodities to which these provisions apply. **The cost of all AMS audits, including per diem and travel expenses, must be borne by the contractor or subcontractor.**
- C. All local travel and travel time will be charged to the contractor or subcontractor in accordance with the applicable MGC and ARC Branch instructions and regulations. The regular hourly fee rate and established fees for required laboratory analyses will be charged as applicable.
- D. Questions concerning charges and the availability of AMS auditors should be discussed with the ARC Branch, Washington, D.C. at (202) 690-0406. Questions concerning charges and the availability of AMS agents should be discussed with the Office of Field Operations (OFO), Denver, Colorado at (720) 497-2520.

The full cooperation of all contractors and subcontractors will be required in planning production and shipping schedules to permit maximum effective utilization of AMS agents and to minimize travel and per diem costs. Contractors or subcontractors will be expected to use AMS agents assigned on a full-time basis. In those instances where local operating conditions will not permit them to fully utilize the AMS agent's time each day and on successive days, contractors or subcontractors may be required to enter into a short-term commitment agreement in which they agree to pay for a minimum of 8 hours per day for a specified period of time.

## VI. LOSS DUE TO DETERIORATION, SPOILAGE, OR RECALL

### A. Loss Due to Deterioration or Spoilage

The contractor will be held liable for losses due to deterioration or spoilage for which he or she is responsible, which are discovered within 9 months of the delivery date to USDA, in accordance with the provisions of Article 61 of USDA-1.

### B. Liabilities Due to Product Recalled for Health or Safety Risk

In accordance with Article 60 of USDA-1, the contractor shall be held liable for failure of the commodity to meet all of the contract and specifications requirements. In the event, product is recalled due to a health or safety risk, the contractor is responsible for removal and replacement of recalled products and reimbursement of State and local costs incurred as a result of the recall, as



outlined in the Food and Nutrition Service's (FNS) Commodity Holds and Recall Process (see below). These costs include, at a minimum, storage, transportation, processing, and distribution of the commodities.

If product under contract is to be delivered to a facility for further processing under contract with a State and the product is recalled, it will be handled in accordance with the FNS's Recall Process. A copy of the report can be obtained at the following web address:  
<http://www.fns.usda.gov/fdd/foodsafety/hold-recallpros.pdf>

## VII. INSPECTION AND CHECKLOADING

The contractor will not ship the product before receipt of shipping instructions from the Farm Service Agency (FSA) Kansas City Commodity Office (KCCO). Inspection as required by Article 54 of USDA-1 will be performed by AMS agents through supplier pre-award assessment and post-award audits as described in the applicable IDCR.

Checkloading by an AMS agent as described in Article 55 of USDA-1 is at the option of the contractor. If checkloading is provided by an AMS certification agent, as described in Option 1 below, contractor may submit an invoice for payment prior to actual delivery; provided, the product is shipped by commercial carriers 5 days in advance of the NLT or the Notice to Deliver (N/D). If transportation is provided by common carrier under Option 1, the contractor must, in support of the contractor's invoice, furnish a copy of the original USDA Agricultural Products Acceptance Certificate and signed bill of lading or commercial receipt indicating the carrier's receipt of the product covered by the invoice for transportation to the destination specified in the contract. If transportation is provided by other than common carrier, the contractor must attach to the contractor's invoice a receipted copy of the appropriate delivery document evidencing date of delivery and quantity received at the destination specified in the contract.

### Option 1 - AMS Checkloading

At the request of the contractor, AMS agents (on a fee basis) will checkload the product at the time of shipment and perform the following duties as described in the applicable IDCR:

1. Conduct an external condition of container examination;
2. Supervise the loading and sealing of each truck; and
3. Issue a final Acceptance Certificate that may be used for payment purposes.

### Option 2 - Contractor Checkloading

Contractor will perform checkloading examinations as described in the applicable IDCR at the time of shipment and issue contractor's certificate to accompany each shipment that contains all of the following information:

1. Contract Number;
2. N/D Number;
3. Name of product;
4. Shipping Date;
5. Production lot number(s) and date each lot was produced;  
Count of shipping containers and total projected net weight in each production lot. The shipping unit size is provided for in Exhibit A. A tolerance of 15 shipping containers above

- or below the delivery unit size shall be permitted only on the final shipment for each product type on each contract;
7. Identity of car or truck (car numbers and letters, seals, truck license, etc.) as applicable
  8. Contractor certification that product conforms with the applicable IDCR.
  9. Count and projected net weight verified; and
  10. Signature of company official responsible for checkloading.

## VIII. SHIPMENT--TRANSFER OF TITLE

### A. Shipping Requirements

Shipment must be made in accordance with this Announcement, the applicable Invitation, Articles 56 and 64(b) of USDA-1, and the N/D (Form KC-269) issued by KCCO. The contractor must closely follow delivery notification instructions contained in the N/D. Such notification of shipment is vital to proper execution of shipment, particularly in cases of minimal transit time.

The contractor must notify State distributing agencies and consignees of shipment. For rail shipment, notification must be made on the day of shipment. For truck shipment, notification of the estimated arrival time should be made as far in advance of delivery as possible. In addition, for truck or piggy-back shipment, the contractor must request and keep scheduled appointments. **Unloading appointments for truck or piggy-back deliveries or shipment must be requested from the consignee contact party(s) at least 24 hours in advance of delivery.** If product is shipped using an AMS agent to checkload as described in shipping Option 1, Section VII. Inspection and Checkloading, a copy of the original USDA Agricultural Products Acceptance Certificate must accompany each shipment so that it will be easily available to the warehouseperson or consignee (as applicable) upon arrival. If the contractor performs checkloading as provided by Option 2 in Section VII, the contractor must include with each shipment the contractor's checkloading certificate, Certificate of Conformance (Exhibit G), and a signed bill of lading or other commercial documentation evidencing the quantity shipped with each delivery. If product is shipped in other than a commercial carrier and a bill of lading is not issued, the contractor's checkloading certificate must document quantity shipped and contractor must obtain a commercial receipt (i.e., warehouse receipt) signed by recipient agent evidencing date of shipment and quantity of product received.

### B. Tolerances

Tolerances are shown in Exhibit A.

### C. Early Shipping Requests

Requests for permission to ship in advance of the "Not-Earlier-Than" date given in the N/D must be made to KCCO and approval will be granted if consignee is willing to accept product early and provides to KCCO the assurances required by KCCO of that arrangement.

### D. Transfer of Title

Title and risk of loss will pass to USDA on the date of receipt of the product at the destination specified in the contract, as evidenced by suitable dated documentation such as the **commercial bill of lading**, warehouse receipt, dock receipt, or other similar signed and dated document

evidencing delivery. If the contractor has the product in storage and transfer of title is requested, title will pass to USDA as evidenced by the commercial bill of lading after final certification of the shipping unit by an AMS agent. The contractor is responsible for any shortage or damages as evidenced by the commercial bill of lading, FNS-57 report, or other commercial receipt evidencing delivery of product.

## IX. LIQUIDATED DAMAGES

### A. Compensation to Contractor for Late Mailing of Notice-to-Deliver

Liquidated damages for delay in shipment due to late mailing of N/D will be payable in accordance with Article 65 of USDA-1 and will be at the rate of 25 cents per hundredweight net per calendar day.

### B. Compensation to USDA for Delays in Shipment

Timely delivery is important to fulfill the nutritional and dietary needs of persons consuming canned meat products under the National School Lunch Program and other Federal food and nutrition programs and for the efficient and proper administration of these programs. Liquidated damages for **delay in shipment** are payable at the rate of 25 cents per hundredweight net per day in accordance with Article 67 of USDA-1. For purposes of assessing liquidated damages for **delay in shipment**, the date shown on the AMS acceptance certificate (Option 1) or contractor's certificate is considered to be the date of shipment.

## X. INVOICES AND PAYMENT

### A. Shipping Period Contracts

Invoicing and payment will be handled in accordance with Article 70 of USDA-1. A properly prepared invoice consists of the following:

#### 1. AMS Checkloading (Section VII. - Option 1)

If product is checkloaded by an AMS agent and **shipped by common carrier 5 days in advance** of the "not later than delivery date" on the N/D, contractor may invoice at the time of shipment. A properly prepared invoice consists of the following:

- (1) Invoicing as provided for on the N/D (Form KC-269) or commercial invoice form;
- (2) Commercial bill of lading signed by carrier's agent; and
- (3) Original USDA Agricultural Products Acceptance Certificate issued at time of shipment.

#### 2. Contractor Checkloading (Section VII. - Option 2)

- (1) Invoicing as provided for on the N/D (Form KC-269) or commercial invoice form;
- (2) Commercial bill of lading or other commercial receipt signed by recipient agent evidencing date of delivery and quantity of product received;
- (3) Original of contractor's checkloading certificate; and
- (4) Copy of the contractor's Certificate of Conformance.

If a commercial bill of lading signed by carrier's agent is not issued, the invoice package must include a warehouse receipt signed by recipient agent evidencing date of delivery and quantity of product received.

**Any loss in transit will be determined by an Over, Short, or Damage Report (FNS-57) filed by recipient. KCMO will advise contractor of discrepancy and recover loss by setoff from future payments or process a claim.**

Contractors are encouraged to instruct carriers to return bills of lading or other commercial receipts signed by recipient agents evidencing the date and quantity of product received to avoid conflicts. If there is a conflict discovered after delivery, the Bill of Lading signed by the recipient representative will prevail unless the discrepancy is due to damage not discernable at time of delivery.

**B. Invoice Mailing & Interest**

1. The invoice package must be mailed or delivered to Kansas City Management Office (KCMO) at the address listed in Section XI. of the Announcement. The outside of the package should be marked:

**"Prompt Pay Provisions Apply--Meat Product  
Attn: Vendor Invoice Payment Section"**

2. Interest will be paid in accordance with the provisions of the Prompt Payment Act, 31 USC 3901 et seq., if payment is made beyond the seventh day after the date of delivery. For payment purposes, the date of delivery will be the receipt date by KCMO of a properly prepared invoice.

**C. Electronic Payment**

USDA payments must be made directly to a financial banking institution. To receive payments electronically, complete the attached Form SF-3881, ACH Vendor Payment Enrollment Form and submit to the Kansas City Management Office, Commodity Financial Operations Division, Inventory Control Branch; Telephone (816) 926-6988 or access the form via the Internet at: <https://pcsd.usda.gov:3076/finance>.

USDA will no longer issue a paper copy of the disbursement statement. Complete the attached address information form, which identifies payment disbursement statement address as well as other needed information.



XI. INQUIRIES

Inquiries pertaining to this solicitation and applicable documents should be directed to:

Contracting Officer, Livestock and Seed Program  
USDA, AMS  
Stop 0253, Room 2610-South Building  
1400 Independence Avenue, SW  
Washington, D.C. 20250-0253

Telephone: (202) 720-2650

Inquiries concerning shipping instructions should be directed to:

Director, Kansas City Commodity Office (KCCO)  
Farm Service Agency  
U.S. Department of Agriculture  
P.O. Box 419205  
Kansas City, MO 64141-6205

Telephone: (816) 926-6062

Inquiries concerning payments should be directed to:

Director, Kansas City Management Office (KCMO)  
Farm Service Agency  
U.S. Department of Agriculture  
P.O. Box 419205  
Kansas City, MO 64141-6205

Telephone: (816) 926-6205

/s/ William T. Sessions (5/13/06)

William T. Sessions  
Associate Deputy Administrator  
Livestock and Seed Program

Attachments



CHECKLIST AND REFERENCES TO APPLICABLE BID AND CONTRACT PROVISIONS ANNOUNCEMENT LS-128  
FOR CANNED MEAT PRODUCTS

| PRODUCT DESCRIPTION (SECTION I.A. GENERAL)       |   |                               |                            |   | BID/CONTRACT PROVISIONS  |  |   |                                    |                           |  |  |                     |             |                           |
|--|---|-------------------------------|----------------------------|---|--|--|---|------------------------------------|---------------------------|--|--|---------------------|-------------|---------------------------|
| Product/<br>Commodity<br>Box Code                | Specifications Listed<br>in Priority Order  | Commodity<br>Purchase<br>Code | Packaging and<br>Packing   | Minimum<br>Delivery Unit<br>Size/Shipping<br>Unit | Tolerance<br>Section<br>VIII. D  | Shipping<br>Period Section<br>II.C.; IV and<br>VIII            | Federal/State Plants<br>Section I, E, I | Competition<br>(See<br>invitation) | Payment<br>Section XI     |  |  |                     |             |                           |
| Canned<br>Beef/A610<br>(29 oz)                   | Item Description and<br>Checklist of<br>Requirements<br>(IDCR) for Canned<br>Beef with juices,<br>Canned pork with<br>juices, Canned beef<br>with tomato sauce,<br>and Canned pork<br>with tomato sauce<br>Effective March 2006 | 24-15-29                      | 24/29 oz cans<br>per case  | 36,018 lbs /828<br>cases                          | Plus or minus 15<br>shipping containers<br>of product shall be<br>allowed only on the<br>final shipment for<br>each type on each<br>contract | 1 <sup>st</sup> half / 2 <sup>nd</sup> half<br>shipping period | Federal Plants Only                     | Full & Open                        | Upon<br>Shipment<br>XI.A. |  |  |                     |             |                           |
| Canned<br>Beef/A721<br>(24 oz)                   |   | 24-15-25                      | 24/24 oz cans<br>per case  | 36,000 lbs/<br>1000 cases                         |  |  |   |                                    |                           |  |  |                     |             |                           |
| Canned<br>Pork/A630<br>(29 oz)                   |   | 24-60-29                      | 24/29 oz cans<br>per case  | 36,018 lbs<br>/828 cases                          |  |  |   |                                    |                           |  |  |                     |             |                           |
| Canned<br>Pork/A722<br>(24 oz)                   |   | 24-60-25                      | 24/24 oz. cans<br>per case | 36,000 lbs/<br>1000 cases                         |  |  |   |                                    |                           |  |  |                     |             |                           |
| Canned Beef<br>w/tomato<br>sauce/A700<br>(40 oz) |   | 24-62-10                      | 12/40 oz cans<br>per case  | 36,000 lbs/<br>1200 cases                         |  |  |   |                                    |                           |  |  |                     |             |                           |
| Canned Beef<br>w/tomato<br>sauce/A724<br>(24 oz) |   | 24-62-24                      | 24/24 oz cans<br>per case  | 36,000 lbs/<br>1000 cases                         |  |  |   |                                    |                           |  |  |                     |             |                           |
| Canned Pork<br>w/tomato<br>sauce/A699<br>(40 oz) |   | 24-61-10                      | 12/40 oz cans<br>per case  | 36,000 lbs/<br>1200 cases                         |  |  |   |                                    |                           |  |  |                     |             |                           |
| Canned Pork<br>w/tomato<br>sauce/A723<br>(24 oz) |   | 24-61-24                      | 24/24 oz cans<br>per case  | 36,000 lbs/<br>1000 cases                         |  |  |   |                                    |                           |  |  |                     |             |                           |
| Canned<br>Luncheon<br>Meat/A617<br>(30 oz)       |   | 24-45-50                      | 24/30 oz cans<br>per case  | 36,000 lbs/<br>800 cases                          |  |  |   |                                    |                           | Plus or minus 15<br>shipping containers<br>of product shall be<br>allowed only on the<br>final shipment for<br>each type on each<br>contract | 1 <sup>st</sup> half / 2 <sup>nd</sup> half<br>shipping period | Federal Plants Only | Full & Open | Upon<br>Shipment<br>XI.A. |
| Canned<br>Luncheon<br>Meat/A725<br>(24 oz)       |   | 24-40-24                      | 24/24 oz. cans<br>per case | 36,000 lbs/<br>1000 cases                         |  |  |   |                                    |                           |  |  |                     |             |                           |
| Canned Chili<br>w/out<br>beans/A702              | IDCR Canned Chili,<br>without Beans, dated<br>March 2006  | 24-50-10                      | 24/24 oz. cans<br>per case | 36,000 lbs/<br>1000 cases                         | Plus or minus 15<br>shipping containers<br>of product shall be<br>allowed only on the<br>final shipment for<br>each type on each<br>contract | 1 <sup>st</sup> half / 2 <sup>nd</sup> half<br>shipping period | Federal Plants Only                     | Full & Open                        | Upon<br>Shipment<br>XI.A. |  |  |                     |             |                           |

SAMPLE INVITATION

DATE: CANNED MEAT, ANNOUNCEMENT LS-128, INVITATION NO. \_:

The U.S. Department of Agriculture (USDA) invites offers pursuant to ANNOUNCEMENT LS-128 to sell canned meat products, for use in Federal food and nutrition programs. Purchases will be made on a shipping period basis to destinations indicated below. Destination quantities listed are estimates and are subject to adjustment based on offerings, changes in recipient needs, market conditions, and program operations.

Product purchased under this Invitation will be produced according to Announcement LS-128, Exhibit A, dated May 2006; and as specified for each product type. Offeror must also have a technical proposal approved by the Contracting Officer under LS-128

All offers must be in the format prescribed in LS-128 and be submitted electronically via the Internet. Offers must be received by 1:30 p.m., Central Time, Friday, \_\_\_\_\_, 2006. Acceptances will be announced by midnight, Friday, \_\_\_, 2006. Shipments are to be made between \_\_\_\_\_ and \_\_\_\_\_, 2006.

Offeror must be assigned a logon ID by USDA to access the site. The Internet address is: <https://psd.usda.gov:3077/mdbc1000.exe?> Once connected, follow the online procedures. A " Help" button provides detailed instructions or call 202-720-2650 for assistance.

Inquiries about ANNOUNCEMENT LS-128 or this Invitation should be directed to the Contracting Officer, Livestock and Seed Program; USDA, AMS, Stop 0253-Room 2610-South; 1400 Independence Avenue, SW; Washington, D.C. 20250-0253 Telephone: (202) 720-2650; Fax: (202) 720-0949.

ANNOUNCEMENT : LS-128  
 INVITATION : 100  
  
 COMM GROUP : 24 MEAT, CANNED  
 COMM TYPE : 60 PORK, CANNED W/ NATURAL JUICES  
 PACK SIZE : 29 24/29 OZ CANS

| ITEM NO.                            | DESTINATION CITY | STATE | TRANS RESTR | QUANTITY (LBS) |
|-------------------------------------|------------------|-------|-------------|----------------|
| SHIPPING PERIOD 01/16/06 - 01/31/06 |                  |       |             |                |
| 001                                 | VANDIVER         | AL    |             | 36,018         |
| 002                                 | DURAND           | GA    | TRUCK ONLY  | 108,054        |
| 003                                 | PALMDALE         | FL    |             | 216,108        |
| TOTAL QUANTITY FOR COMMODITY TYPE   |                  |       |             | 360,180        |
| TOTAL QUANTITY FOR INVITATION       |                  |       |             | 360,180        |

\_\_\_\_\_  
 CONTRACTING OFFICER

|  |   |  |   |  |   |
|--|---|--|---|--|---|
| <b>SOLICITATION MAILING LIST APPLICATION</b>   |   |  | 1. TYPE OF APPLICATION<br><input checked="" type="checkbox"/> INITIAL <input type="checkbox"/> REVISION | 2. DATE<br>10/2/98   | OMB No.: 8000-0002<br>Expires: 10/31/97           |
| NOTE: Please complete all items on this form. Insert N/A in items not applicable. See reverse for instruction.   |   |  |   |  |   |
| Public reporting burden for this collection of information is estimated to average 58 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405. |   |  |   |  |   |
| 3. SUBMIT TO   | a. FEDERAL AGENCY'S NAME<br>USDA, AMS, Livestock and Seed Program |  |   | 4. APPLICANT   |   |
|  | b. STREET ADDRESS<br>Rm 2610-South, P.O. Box 96456                |  |   | a. NAME<br>Lakeshore Meat FI No. 7999 TIN No 12-3456789                |   |
|  | c. CITY<br>Washington   | d. STATE<br>DC   | e. ZIP CODE<br>20090-6556   | b. STREET ADDRESS<br>1275 Corwith Avenue                               | c. COUNTY<br>EI 197643                            |
| 5. TYPE OF ORGANIZATION (Check one)  |   |  | 6. ADDRESS TO WHICH SOLICITATIONS ARE TO BE MAILED (If different than #4)                               |  |   |
| <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> NON-PROFIT ORGANIZATION   |   |  | a. STREET ADDRESS<br>Same as #4   |  |   |
| <input type="checkbox"/> PARTNERSHIP <input checked="" type="checkbox"/> CORPORATION, INCORPORATED UNDER THE LAWS OF THE STATE OF: Illinois  |   |  | b. COUNTY   |  |   |
|  |   |  | c. CITY   |  |   |
|  |   |  | d. STATE    e. ZIP CODE   |  |   |
| <b>7. NAMES OF OFFICERS, OWNERS, OR PARTNERS</b>   |   |  |   |  |   |
| a. PRESIDENT<br>George Coates  |   | b. VICE PRESIDENT<br>Martha Jersild  |   | c. SECRETARY<br>Robert Olson   |   |
| d. TREASURER<br>Walter Schnaak   |   | e. OWNERS OR PARTNERS<br>Shareholders of the Corporation   |   |  |   |
| <b>8. AFFILIATES OF APPLICANT</b>  |   |  |   |  |   |
| NAME   |   | LOCATION   |   | NATURE OF AFFILIATION  |   |
| Broadview Foods, TIN No. 98-7654321<br>EI No. 346791   |   | 7893 Dolton Ave., Highland, IL 67347<br>FI No. 321   |   | Parent Company   |   |
| <b>9. PERSONS AUTHORIZED TO SIGN OFFERS AND CONTRACTS IN YOUR NAME (Indicate if agent)</b>   |   |  |   |  |   |
| NAME   |   | OFFICIAL CAPACITY  |   | TELEPHONE NUMBER   |   |
|  |   |  |   | AREA CODE  | NUMBER  |
| Edgar Kauffman   |   | Sales Manager  |   | 611  | 796-1992  |
| Andrew Terrill   |   | Production Manager   |   | 611  | 796-1992  |
| 10. IDENTIFY EQUIPMENT, SUPPLIES, AND/OR SERVICES ON WHICH YOU DESIRE TO MAKE AN OFFER (See attached Federal Agency's supplemental listing and instruction, if any)  |   |  |   |  |   |
| Canned Pork  |   | 250,000  | 250,000   | 301  |   |
| Canned Beef  |   | 250,000  | 750,000   | 301  |   |
| Luncheon Meat  |   | 100,000  | 300,000   | 751  |   |
| 11a. SIZE OF BUSINESS (See definitions on reverse)   |   | 11b. AVERAGE NUMBER OF EMPLOYEES (including affiliates) FOR FOUR PRECEDING CALENDAR QUARTERS   |   | 11c. AVERAGE ANNUAL SALES OR RECEIPTS FOR PRECEDING THREE FISCAL YEARS |   |
| <input checked="" type="checkbox"/> SMALL BUSINESS (If checked, complete items 11B and 11C) <input type="checkbox"/> OTHER THAN SMALL BUSINESS   |   | 125  |   | \$ 29,456,000.0  |   |
| 12. TYPE OF OWNERSHIP (See definitions on reverse) (Not applicable for other than small businesses)  |   | 13. TYPE OF BUSINESS (See definitions on reverse)  |   | 14. DUNS NO. (if available)  |   |
| <input type="checkbox"/> DISADVANTAGED BUSINESS <input type="checkbox"/> WOMAN-OWNED BUSINESS  |   | <input checked="" type="checkbox"/> MANUFACTURER OR PRODUCER <input type="checkbox"/> CONSTRUCTION CONCERN <input type="checkbox"/> SURPLUS DEALER<br><input type="checkbox"/> SERVICE ESTABLISHMENT <input type="checkbox"/> RESEARCH AND DEVELOPMENT |   | 02-78396   |   |
|  |   |  |   | 15. HOW LONG IN PRESENT BUSINESS?<br>68 years                          |   |
| 18. FLOORSPACE (Square Feet/ft <sup>2</sup> )  |   |  | 17. NET WORTH   |  |   |
| a. MANUFACTURING<br>44,000   |   | b. WAREHOUSE<br>115,000 - See Below  |   | a. DATE<br>December 31, 1997   | b. AMOUNT<br>\$ 7,537,622.89                      |
| <b>18. SECURITY CLEARANCE (If applicable, check highest clearance authorized)</b>  |   |  |   |  |   |
| FOR  |   | TOP SECRET   | SECRET  | CONFIDENTIAL   | c. NAMES OF AGENCIES GRANTING SECURITY CLEARANCES |
| a. KEY PERSONNEL   |   |  |   |  | d. DATES GRANTED                                  |
| b. PLANT ONLY  |   |  |   |  |   |
| The information supplied herein (including all pages attached) is correct and neither the applicant nor any person (or concern) in any connection with the applicant as a principal or officer, so far as is known, is now debarred or otherwise declared ineligible by any agency of the Federal Government from making offers for furnishing materials, supplies, or services to the Government or any agency thereof.   |   |  |   |  |   |
| 19a. NAME OF PERSON AUTHORIZED TO SIGN (Type or print)<br>George Coates  |   |  | 20. SIGNATURE<br><i>George Coates</i>   |  | 21. DATE SIGNED<br>10/2/98                        |
| 19b. TITLE OF PERSON AUTHORIZED TO SIGN (Type or print)<br>President   |   |  |   |  |   |

AUTHORIZED FOR LOCAL REPRODUCTION  
Previous edition not usable

\* Robertson Bonded Warehouse  
834 Bellwood Avenue  
Irondale, IL 59571

STANDARD FORM 129 (REV. 12-98)  
Prescribed by GSA - FAR (48 CFR 83.214d)

## INSTRUCTIONS

Persons or concerns wishing to be added to a particular agency's bidder's mailing list for supplies or services shall file this properly completed Solicitation Mailing List Application, together with such other data as may be attached to this application form, with each procurement office of the Federal agency with which they desire to do business. If a Federal agency has attached a Supplemental Commodity List with instructions, complete the application as instructed. Otherwise, identify in Item 10 the equipment, supplies, and/or services on which you desire to bid. (Provide Federal Supply Class or Standard Industrial Classification codes, if available.) The application shall be submitted and signed by the principal as distinguished from an agent, however constituted.

After placement on the bidder's mailing list of an agency, your failure to respond (resubmission of bid, or notice in writing, that you are unable to bid on that particular transaction but wish to remain on the active bidder's mailing list for that particular item) to solicitations will be understood by the agency to indicate lack of interest and concurrence in the removal of your name from the purchasing activity's solicitation mailing for items concerned.

**SIZE OF BUSINESS DEFINITIONS**  
(See Item 11A.)

a. **Small business concern** - A small business concern for the purpose of Government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operation in which it is competing for Government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or the other criteria, as prescribed by the Small Business Administration. (See Code of Federal Regulations, Title 13, Part 121, as amended, which contains detailed industry definitions and related procedures.)

b. **Affiliates** - Business concerns are affiliates of each other when either directly or indirectly (i) one concern controls or has the power to control the other, or (ii) a third party controls or has the power to control both. In determining whether concerns are independently owned and operated and whether or not affiliation exists, consideration is given to all appropriate factors, including common ownership, common management, and contractual relationship. (See Items 8 and 11A.)

c. **Number of employees** - (Item 11B) In connection with the determination of small business status, "number of employees" means the average employment of any concern, including the employees of its domestic and foreign affiliates, based on the number of persons employed on a full-time, part-time, temporary or other basis during each of the pay periods of the preceding 12 months. If a concern has not been in existence for 12 months, "number of employees" means the average employment of such concern and its affiliates during the period that such concern has been in existence based on the number of persons employed during each of the pay periods of the period that such concern has been in business.

**TYPE OF OWNERSHIP DEFINITIONS**  
(See Item 12.)

a. **"Disadvantaged business concern"** - means any business concern (1) which is at least 51 percent owned by one or more socially and economically disadvantaged individuals; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and (2) whose management and daily business operations are controlled by one or more of such individuals.

b. **"Women-owned business"** - means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

**TYPE OF BUSINESS DEFINITIONS**  
(See Item 13.)

a. **"Manufacturer or producer"** - means a person (or concern) owning, operating, or maintaining a store, warehouse, or other establishment that produces, on the premises, the material, supplies, articles or equipment of the general character of those listed in Item 10, or in the Federal Agency's Supplemental Commodity List, if attached.

b. **"Service establishment"** - means a concern (or person) which owns, operates, or maintains any type of business which is principally engaged in the furnishing of nonpersonal services, such as (but not limited to) repairing, cleaning, redecorating, or rental of personal property, including the furnishing of necessary repair parts or other supplies as a part of the services performed.

\* **COMMERCE BUSINESS DAILY** - The Commerce Business Daily, published by the Department of Commerce, contains information concerning proposed procurements, sales, and contract awards. For further information concerning this publication, contact your local Commerce Field Office.



## SAMPLE OFFER ELECTRONICALLY SUBMITTED

Submitted at: 06/13/2006- 10:19:19 am Central Time  
 JOHN JAMES PACKING CO.  
 22 MAIN STREET  
 BERWYN, ME 55507

## LS-128/100, CANNED MEAT

| Authorized Changes and Comments                                   |                      |              |                         |         |           |           |
|---|----------------------|--------------|-------------------------|---------|-----------|-----------|
| Date  | Time                 | USDA ID      | Comments                |         |           |           |
| Plant 01-John James Packing Co., 224 Main Street, Berwyn, ME      |                      |              |                         |         |           |           |
| Shipping Point 01-James Meat Packing, 224 Main Street, Berwyn, ME |                      |              |                         |         |           |           |
| CANNED BEEF WITH NATURAL JUICES                                   |                      |              |                         |         |           |           |
| Line Item   | Pack Size            | Destination  | Shipping Period         | Est LBS | Price/LBS | Tran Mode |
| 001   | 24/29 oz<br>Cnd Beef | VANDIVER, AL | 07/01/2006 - 07/15/2006 | 36,018  | 0.9990    | Truck     |
| 002   | 24/29 oz<br>Cnd Beef | DURAND, GA   | 07/01/2006 - 07/15/2006 | 108,054 | 0.9992    | Truck     |
| 003   | 24/29 oz<br>Cnd Beef | PALMDALE, FL | 07/01/2006 - 07/15/2006 | 216,108 | 0.9994    | Truck     |

High Bid Price: 0.9994 Line Item: 003  
 Low Bid Price: 0.9990 Line Item: 001  
 Sum of Bid Prices: 2.9976

| Constraints  |         |                       |   |                         |
|--|---------|-----------------------|---|-------------------------|
| Const #  | Max Qty | Plant Location        | Shipping Period   | Product                 |
| 1  | 10      | 01-John James Packing | 07/01/2006 - 07/15/2006   | CANNED BEEF WITH JUICES |
| Certifications   |         |                       |   |                         |
| For this bid your company is designated as: LARGE BUSINESS   |         |                       |   |                         |
| Question   |         |                       | Answer  |                         |
| 01) By submitting this bid, Offeror certifies if HAS read and DOES agree to the terms of LS-128, Appendix-1, Inv. 100, Exhibit A, dated May 2006; Contractor's Technical Proposal approved by the Contracting Officer; AMS audit team's initial report; USDA 1, Rev. 2, and Amnds 1, 2, 3, and 4 (Both boxes must be selected) |         |                       | HAS<br>DOES   |                         |
| 02A) Annual Representations, Certifications and Warranties (Appendix-1) submitted to the Contracting Officer are current, accurate, and complete. Submitted to Contracting Officer (mm/dd/yyyy)  |         |                       | 10/01/2006  |                         |
| 02B) If Appendix HAS been amended, enter date amended or, enter N/A  |         |                       | N/A   |                         |
| 03) Offeror certifies that the company has completed the Online Representations and Certifications Application (ORCA) on (mm/dd/yyyy).   |         |                       | 08/29/2006  |                         |
| 04) Offeror certifies that the SF-129 on file with the Contracting Officer is accurate and part of this offer.   |         |                       | DOES  |                         |
| 05) All product required under existing USDA contract(s) or subcontract(s) with a Not Later Than Date prior to this bid opening HAS been shipped.  |         |                       | HAS   |                         |
| 06) By submitting this bid, Offeror certifies that all product conforms with the applicable IDCR and no changes to the production process or technical proposal have occurred without proper approval by the Contracting Officer.  |         |                       | DOES  |                         |
| 07) By submitting this bid, offeror certifies that the offeror HAS registered under the Central Contractor Registration (CCR) system as described in Title 48 C.F.R. 4.1104.   |         |                       | HAS   |                         |
| 08) Show name, title, fax number, and phone number of person submitting bid (must be an authorized company representative).  |         |                       | John James, President<br>Fax 705-555-1212<br>Phone 705-555-1234 |                         |

High Bid Price: 0.9994 Plant: 01 Shipping Point: 01 Line Item: 003  
 Low Bid Price: 0.9990 Plant: 01 Shipping Point: 01 Line Item: 001  
 Sum of Bid Prices: 2.9976

**PLANNED PURCHASE SCHEDULE  
CANNED PRODUCTS**

**SCHOOL YEAR 2006-2007**

| <b>INV. NO.</b> | <b>TYPE</b>       | <b>BID OPENING</b>   | <b>AWARD NLT DATE</b> | <b>Quarter</b>         | <b>SHIPPING PERIOD/Est. # of Units</b>  |
|-----------------|-------------------|----------------------|-----------------------|------------------------|---|
| 1               | Canned Meat Items | 05/26/06             | 06/02/2006            | (4 <sup>th</sup> Qtr.) | 07/1-15/06<br>07/16-31/06<br>08/1-15/06<br>08/16-31/06<br>09/1-15/06<br>09/16-30/06 |
| 2               | Canned Meat Items | 09/8/06              | 09/15/2006            | (1 <sup>st</sup> Qtr.) | 10/1-15/06<br>10/16-31/06<br>11/1-15/06<br>11/16-30/06<br>12/1-15/06<br>12/16-31/06 |
| 3               | Canned Meat Items | 11/27/06<br>(Monday) | 12/1/2006             | (2 <sup>nd</sup> Qtr.) | 1/1-15/07<br>1/16-31/07<br>2/1-15/07<br>2/16-30/07<br>3/1-15/07<br>3/16-31/07       |

NOTE: The above purchase schedule is for informational purposes only. USDA may change this schedule or cease purchases depending on market or funding considerations. Bidders are cautioned to refer to the applicable Invitation prior to submitting offers.

Company Name

Page X of Y

(Canned Meats)

[Company Name]

[Company Address]

**Technical Proposal for:** [Announcement Number] and [Specification]

**Table of Contents (all pages and attachments must be number and identified—any attachments must be identified and referenced in the Technical Proposal)**

*The technical proposal should include all phases of production that meets or exceeds the requirements stated in the specification to produce complying product.*

- I. **ITEM DESCRIPTION - Please provide a brief description of the product that will be addressed in the technical proposal.**
  
- II. **CHECKLIST OF REQUIREMENTS - Please provide a brief description of the planning, production steps (do), check and corrective/preventive (act) measures that the company will do to assure compliance with the checklist of requirements section of the specification.**
  - A. **MATERIALS - Please provide a brief description of the planning, production steps (do), check and corrective/preventive (act) measures that the company will do to assure compliance with the material section of the specification.**

Contractors are responsible for providing sufficient product traceability and must have records to verify the source of raw materials used in each lot of product.

1. **Meat Component – (plan, do, check, act)**
  - a. **Domestic Origin**
  - b. **Harvest Requirements**
  - c. **Boneless Meat Requirements**
  
2. **Non-Meat Components – (plan, do, check, act)**
  - a. **Domestic Origin**
  - b. **Tomato sauce and Flavoring**
  - c. **Monosodium Glutamate**
  - d. **Salt**
  
- B. **PROCESSING - Please provide a brief description of the planning, production steps (do), check and corrective/preventive (act) measures that the company will do to assure compliance with the processing section of the specification.**
  1. **Plate and Blade size– (plan, do, check, act)**
  
  2. **Metal Detection – (plan, do, check, act)**



- C. FINISHED PRODUCT LIMITATIONS** - Please provide a brief description of the planning, production steps (do), check and corrective/preventive (act) measures that the company will do to assure compliance with the finished product limitations section of the specification.
1. **Fat Content** – (plan, do, check, act)
  2. **Sodium Content** – (plan, do, check, act)
- D. PREPARATION FOR DELIVERY** - Please provide a brief description of the planning, production steps (do), check and corrective/preventive (act) measures that the company will do to assure compliance with the preparation for delivery section of the specification.
1. **Packaging** – (plan, do, check, act)
  2. **Packing** - (plan, do, check, act)
  3. **Labeling** - (plan, do, check, act)
  4. **Palletized Unit Loads** - (plan, do, check, act)
- E. DELIVERY UNIT** - Please provide a brief description of the planning, production steps (do), check and corrective/preventive (act) measures that the company will do to assure compliance with the delivery unit section of the specification.
- F. DELIVERED PRODUCT** - Please provide a brief description of the planning, production steps (do), check and corrective/preventive (act) measures that the company will do to assure compliance with the delivered product section of the specification.
1. **Size and Style of Container** - (plan, do, check, act)
  2. **Sealing** - (plan, do, check, act)
- G. WARRANTY AND COMPLAINT RESOLUTION** - Please provide a brief description of the planning, production steps (do), check and corrective/preventive (act) measures that the company will do to assure compliance with the warranty and complaint resolution section of the specification.
- H. NON-CONFORMING PRODUCT** - Please provide a brief description of the planning, production steps (do), check and corrective/preventive (act) measures that the company will do to assure compliance with the non-conforming product section of the specification.

NOTE: In preparing Offeror's technical proposal please follow the outline format for the applicable TDS or IDCR that the company is submitting.

#### **Attachments or Appendixes**

**Please attach all referenced documents with the applicable document name and reference number.**

**Please provide an example of the Statistical Process Control Charts and Histograms that the supplier intends to utilize in the production process.**

UNITED STATES DEPARTMENT OF AGRICULTURE  
AGRICULTURAL MARKETING SERVICE  
LIVESTOCK AND SEED PROGRAM

CERTIFICATE OF CONFORMANCE FOR  
THE PROCUREMENT OF  
CANNED MEAT PRODUCTS

CERTIFICATE OF CONFORMANCE

I certify the following:

- (1) On [shipping date], [Contractor's name] furnished the [applicable canned meat product] called for by Contract Number        for product shipped under Notice-to-Deliver Number            in accordance with all applicable requirements.
- (2) The [applicable canned meat product] is of the quality specified and conforms in all respects with domestic product requirements and other the contract requirements, including the Item Description, Checklist of Requirements, and Technical Proposal approved by the Contracting Officer.
- (3) Product quantity shipped is as required on the Notice to Deliver.

Date: \_\_\_\_\_

Signature:  
(Signed by an officer or representative authorized to sign offers on the current SF-129)

Title:

NOTICE



United States  
Department of  
Agriculture

Agricultural  
Marketing  
Service

Stop 0253 Room 2610 South  
1400 Independence Avenue SW  
Washington, DC 20250-0253

AGRICULTURAL MARKETING SERVICE  
FOOD PURCHASE INFORMATION ON THE INTERNET

Suppliers and Recipients of Food Products purchased by the Department of Agriculture's Agricultural Marketing Service (AMS), an agency in the Marketing and Regulatory mission area, can access information on purchases and offers via the Internet.

FOR QUICK ACCESS TYPE THE ADDRESS DESIRED IN THE LOCATION BOX:

USDA HOME PAGE:

<http://www.usda.gov/>

AMS HOME PAGE:

<http://www.ams.usda.gov/>

AMS COMMODITY PROCUREMENT HOME PAGE:

<http://www.ams.usda.gov/cp>

**USDA, AMS,  
Livestock and Seed Program**

**APPROVED**

**ITEM DESCRIPTION AND CHECKLIST OF  
REQUIREMENTS (IDCR)**

**FOR**

**CANNED BEEF WITH JUICES**

**CANNED PORK WITH JUICES**

**CANNED BEEF WITH TOMATO SAUCE**

**CANNED PORK WITH TOMATO SAUCE**

Contracting Officer Technical  
Representative (COTR)

Standardization Branch

Room 2607, Phone: (202) 720-4486

Effective March 2006

**I. ITEM DESCRIPTION**

- Items – Canned Beef with Juices – This item consists of coarse ground beef cooked in its own juices for use in a variety of applications, including barbecue beef, pizza, soups, stews, spaghetti sauce, vegetable stir-fry, casseroles, and similar items.  
Canned Pork with Juices – This item consists of coarse ground pork cooked in its own juices for use in a variety of applications, including barbecue pork, pizza, soups, stews, spaghetti sauce, vegetable stir-fry, casseroles, and similar items.  
Canned Beef with Tomato Sauce – This item consists of coarse ground beef cooked with tomato sauce for use in a variety of applications, including barbecue beef, pizza, soups, stews, spaghetti sauce, casseroles, and similar items.  
Canned Pork with Tomato Sauce – This item consists of coarse ground pork cooked with tomato sauce for use in a variety of applications, including barbecue beef, pizza, soups, stews, spaghetti sauce, casseroles, and similar items.
- Formula – Beef or pork with juices contains all meat with a small amount of salt for flavoring. Beef or pork with tomato sauce shall be comprised of at least 75 percent meat computed on the weight of the fresh meat.
- Fat/Sodium – Fat shall not exceed 15 g (grams) per 100 g serving. Sodium level shall not exceed 415 milligrams (mg) per 100 g serving.
- Cans/Cases – Individual cans shall have a net weight of 24 or 29 ounces. Twenty-four (24) cans shall be unitized to a net weight of 36 pounds for 24 ounce cans and 43.5 pounds for the 29 ounce cans.

**II. CHECKLIST OF REQUIREMENTS**

Canned meat items must be produced in accordance with Food Safety Inspection Service (FSIS) regulations and the checklist of requirements below.

**A. MATERIALS**

The contractor's technical proposal must follow procedures outlined in this Announcement and demonstrate conformance with the following Checklist of Requirements.

**1. MEAT COMPONENT**

Beef or pork will be the only meat component allowed.

- a) Domestic Origin – All beef and pork shall originate from U.S. produced livestock as defined in section I.F. of this announcement.
- b) Harvest (Slaughter) Requirements – Boneless meat shall be derived from livestock harvested at facilities that comply with the following harvest requirements:
  - (1) Humane Handling – All cattle and hogs shall be humanely handled in accordance with all applicable FSIS regulations, directives, and notices.
  - (2) Non-Ambulatory Disabled Livestock – Meat from carcasses of non-ambulatory disabled livestock will not be included in USDA purchased canned meat products.
  - (3) Spinal Cord Removal – All spinal cord tissue shall be removed. For cattle, all spinal cord tissue must be removed during the harvesting process.
- c) Boneless Meat Requirements
  - (1) Traceability – Boneless meat shall be traceable to sources that comply with the above domestic origin and harvest requirements.
  - (2) Handling - All boneless meat must be maintained in excellent condition. The contractor's technical proposal shall include detailed production scheduling that addresses time and temperature controls necessary to maintain excellent condition of the boneless meat.
  - (3) Objectionable Materials – Boneless meat suppliers must comply with the following:
    - (a) Beef Suppliers – All boneless beef suppliers must assure the removal of:
      - (i) Major lymph glands (*prefemoral, popliteal, and prescapular*), *thymus* gland, and the *sciatic (ischialic)* nerve (lies medial to the outside round).
      - (ii) All bone, cartilage, and the following heavy connective tissues.
        - (a) White fibrous – Shoulder tendon, elbow tendon, silver skin (ventral side of the outside round), *sacrosciatic* ligament, opaque *periosteum*, *serous* membrane (*peritoneum*), tendinous ends of shanks, *gracilis* membrane, *patellar* ligament (associated with the *stifle* joint), and *achilles* tendon.
        - (b) Yellow elastin – Back strap and *abdominal tunic*. cartilage, major lymph glands (*prefemoral, popliteal, and prescapular*), *thymus* gland, *sciatic (ischialic)* nerve, white fibrous connective tissue (shoulder tendon, elbow tendon, silver skin (outside round), *sacrosciatic* ligament, opaque *periosteum*, *serous* membrane or *peritoneum*, tendinous ends of shanks, *gracillus* membrane, *patellar* ligament associate with the *stifle* joint, and

*achilles* tendon), and yellow elastin connective tissue (back strap and *abdominal* tunic). Page 3 of 6

- (b) Pork Suppliers – All boneless pork suppliers must assure the removal of skin, bone, cartilage, organ tissue, lymph glands, heavy connective tissue, and foreign materials.

(4) Meat Recovery Systems:

- (a) Mechanical Separation – Boneless meat that is mechanically separated from bone with automatic deboning systems, advanced lean (meat) recovery (AMR) systems or powered knives, shall not be allowed.
- (b) Finely Textured Beef – Low temperature rendered beef that is processed from boneless meat trimmings and is finely textured is not allowed.

- (5) Pathogen Testing – Boneless and ground beef or pork previously tested and found positive for any pathogen will not be allowed.

(6) Meat Composition

- (a) Beef or Pork with Juices – These items contain all meat with a small amount of salt for flavoring.
- (b) Beef or Pork with Tomato Sauce – These items shall be comprised of at least 75 percent beef or pork computed on the weight of the fresh meat.

**2. NON-MEAT COMPONENT**

- a) Domestic Origin – Significant ingredients (more than 1 percent) shall be derived from U.S. produced products as defined in section xxx of this Announcement.
- b) Tomato Sauce and Flavoring – Seasonings and ingredients used for tomato sauce and flavoring shall be similar to those normally used for commercially marketed mild-flavored products.
- c) Monosodium Glutamate (MSG) – MSG is not allowed.
- d) Salt – A small amount of salt shall be added for flavoring at a rate no to exceed the sodium requirement in section II.C.2.

**B. PROCESSING**

**1. PLATE AND BLADE SIZE**

- a) Beef with Juices – Boneless beef shall be ground by use of a standard feed-screw type grinder which shall have a plate with holes 0.5 inch in diameter and a knife with (no more than) 3 blades. Immediately after grinding, meat shall be mechanically mixed and placed into cans.
- b) Pork with Juices – Boneless pork shall be ground by use of a standard feed-screw type grinder which shall have a plate with holes 1.5 inch in diameter and a knife with (no more than) 3 blades. Immediately after grinding, meat shall be mechanically mixed and placed into cans.



- c) Beef or Pork in Tomato Sauce – Boneless beef or pork shall pass at least once through a grinding plate that is no smaller than 0.75 inch or no larger than 1.0 inch.

## 2. METAL DETECTION

All products will be free of metal contaminants. Detection of stainless steel, ferrous, and non-ferrous (e.g., lead, copper, and aluminum) metals is required. The contractor's technical proposal must identify and describe the equipment, location, detection procedure, sensitivity levels, frequency of equipment validation, and corrective action procedures.

## C. FINISHED PRODUCT LIMITATIONS

The declared fat and sodium content and the serving size ("referenced amounts customarily consumed" (racc)) will be stated on the nutrition facts panel on each can label according to FSIS regulations.

### 1. FAT CONTENT

The fat content must not exceed 15 grams per 100 grams of finished product. The serving size will not exceed the "racc" amount. Fat content will be determined using the following formula:

(Total Fat ÷ Serving Size (racc)) x 100. Example:

4g of Fat ÷ 56 g = 0.71 X 100 = 7.1 grams of fat per 100 grams

### 2. SODIUM CONTENT

Sodium level, as declared on the nutritional label, must not exceed 415 mg per 100g serving (use the following calculation)

(Declared Sodium Level (mg) X 100 ÷ Declared Serving Size (grams - racc) ≤ 415).

## D. PREPARATION FOR DELIVERY

### 1. PACKAGING

The beef or pork with juices or the beef or pork with tomato sauce will be filled into cylindrical cans unless otherwise specified.

### 2. PACKING \*

- a) Can Net Weight – Individual cans shall have a net weight of 24 or 29 ounces as specified within the invitation.\*
- b) Case Weight – Twenty-four (24) cans will be unitized to a net weight of 36 pounds for the 24 ounce cans or 43.5 pounds for the 29 ounce cans.
- c) Case Unitization – All cans shall be unitized by packing into new fiberboard shipping containers, placing on fiberboard trays with plastic shrink wrap or plastic shrink wrap only.

\* Alternative can sizes and case weights may be specified within the AMS Invitation.

### 3. LABELING

The shipping containers shall be in compliance with the National Motor Freight Classification, or the Uniform Freight Classification, as applicable. Both the immediate and shipping containers shall be labeled to include all information required by FSIS regulations.

- a) Immediate Container Label – Immediate container labels shall have a

traceability code that is traceable to establishment number, production lot, and date.

- b) Shipping Container Label – Shipping container labels shall contain the following information:
- (1) USDA shield at least 2 inches high and appearing on the top of the container or on the principle display panel.
  - (2) Applicable contract number.
  - (3) A traceability code that is traceable to establishment number, production lot, and date.
  - (4) Nutrition facts panel based on actual nutritional analysis of the product
  - (5) The appropriate code listed in the table below for each of the items. Alternative product codes may be listed within the invitation.

| Product Code                           |      |
|--|------|
| Item                                   | Code |
| Beef with Tomato Sauce, Canned (40 oz) | A700 |
| Pork with Tomato Sauce, Canned (40 oz) | A699 |
| Beef with Tomato Sauce, Canned (24 oz) | A724 |
| Pork with Tomato Sauce, Canned (24 oz) | A723 |
| Pork with Juices, Canned (24 oz)       | A722 |
| Beef with Juices, Canned (24 oz)       | A721 |
| Pork with Juices, Canned (29 oz)       | A630 |
| Beef with Juices, Canned (29 oz)       | A610 |

#### 4. PALLETIZED UNIT LOADS

All shipping containers shall be stacked on new or well-maintained pallets and palletized with shrink wrap plastic.

#### E. DELIVERY UNIT

Each delivery unit will consist of 1,000 shipping containers of 24 ounce cans and 800 shipping containers of the 29 ounce cans with a net weight of 36,000 pounds.

#### F. DELIVERED PRODUCT

##### 1. SIZE AND STYLE OF CONTAINER

Only one size and style of immediate (cans) and shipping containers may be offered in an individual shipping unit.

##### 2. SEALING

All products must be delivered to AMS destinations under seal according to section I.C. of this announcement.



**G. WARRANTY AND COMPLAINT RESOLUTION**

**1. WARRANTY**

The contractor will guarantee that the product complies with all contractual requirements.

**2. COMPLAINT RESOLUTION**

The contractor's technical proposal must provide the steps taken to resolve complaints received on the product i.e, point of contact, cause and effect analysis, corrective and preventative actions taken, and product replacement.

**H. NON-CONFORMING PRODUCT**

The contractor must include a plan to assure that non-conforming product is not delivered under USDA contracts. The plan must address 1) control and segregation of non-conforming product, 2) removal of any USDA markings, and 3) disposition of non-conforming product.

**USDA, AMS,  
Livestock and Seed Program**

**APPROVED**

**ITEM DESCRIPTION AND  
CHECKLIST OF REQUIREMENTS (IDCR)  
FOR  
CANNED LUNCHEON MEAT**

Contracting Officer Technical Representative (COTR):  
Standardization Branch  
Room 2607, Phone: (202) 720-4486

**Effective March 2006**

**I. ITEM DESCRIPTION**

- Items – Canned Luncheon Meat – This canned item consists of (1) beef, (2) pork, or (3) a combination of beef and pork, that is cured and fully cooked as specified with the AMS invitation. This item is ready to serve and can be used as a sandwich component or within a variety of food dishes.
- Formula – This item consists of not less than 97 percent meat computed on the weight of the fresh meat. Beef and pork combination shall consist of not less than 30 percent beef or 30 percent pork.
- Fat/Sodium – Fat must not exceed 8 g (grams) per 56 g serving. A labeling claim of "Less sodium" is required on both the immediate and shipping containers.
- Cans/Cases Individual cans shall have a net weight of 12, 24, or 30 ounces (The AMS invitation shall specify can size). Twenty-four (24) cans shall be unitized to a net weight of 18, 36, or 45 pounds respectively.

**II. CHECKLIST OF REQUIREMENTS**

Canned meat items must be produced in accordance with Food Safety Inspection Service (FSIS) regulations and this checklist of requirements below.

**A. MATERIALS**

The contractor's technical proposal must describe a process plan with a documented quality control program that includes procedures, records, forms, etc. that demonstrate conformance with the following Checklist of Requirements.

**1. MEAT COMPONENT**

Beef or pork shall be the only meat component allowed.

- a) Domestic Origin – All beef and pork shall originate from U.S. produced livestock as defined in section I.F. of this announcement.

- b) Harvest (Slaughter) Requirements – Boneless meat shall be derived from livestock harvested at facilities that comply with the following harvest requirements.
- (1) Humane Handling – All livestock shall be humanely handled in accordance with all applicable FSIS regulations, directives, and notices.
  - (2) Non-Ambulatory Disabled Livestock – Meat from carcasses of non-ambulatory disabled livestock shall not be included in USDA purchased canned meat products.
  - (3) Spinal Cord Removal – All spinal cord tissue shall be removed. For cattle, all spinal cord tissue must be removed during the harvesting process.
- c) Meat Composition – This item consists of not less than 97 percent of meat computed on the weight of the fresh meat. Beef and pork combination shall consist of not less than 30 percent beef or 30 percent pork.
- d) Boneless Meat Requirements
- (1) Traceability – Boneless meat shall be traceable to sources that comply with the above domestic origin and harvest requirements.
  - (2) Handling - All boneless meat must be maintained in excellent condition. The contractor's technical proposal shall include detailed production scheduling that addresses time and temperature controls necessary to maintain excellent condition of the boneless meat.
  - (3) Objectionable Materials – Boneless meat must comply with the following:
    - (a) Beef – The following objectionable materials shall be excluded:
      - (i) Major lymph glands (*prefemoral, popliteal, and prescapular*), *thymus* gland, and the *sciatic (ischialic)* nerve (lies medial to the outside round).
      - (ii) All bone, cartilage, and the following heavy connective tissues.
        - (a) White fibrous – Shoulder tendon, elbow tendon, silver skin (ventral side of the outside round), *sacrosciatic* ligament, opaque *periosteum*, *serous* membrane (*peritoneum*), tendinous ends of shanks, *gracilis* membrane, *patellar* ligament (associated with the *stifle* joint), and *achilles* tendon.
        - (b) Yellow elastin – Back strap and *abdominal tunic*. All boneless beef suppliers must assure the removal of all bone, cartilage, major lymph glands (*prefemoral, popliteal, and prescapular*), *thymus* gland, *sciatic (Ischiatic)* nerve, white fibrous connective tissue (shoulder tendon, elbow tendon, silver skin, *sacrosciatic* ligament, opaque *periosteum*, *serous* membrane or, tendinous ends of shanks, *gracillus* membrane, *patellar* ligament, and *achilles* tendon), and yellow elastin connective tissue (back strap and *abdominal tunic*).
    - (b) Pork – All glandular material, bone, cartilage, and heavy connective tissue shall be excluded.
  - (4) Meat Recovery Systems – Boneless meat produced from the methods listed below shall not be allowed.

- Page 3 of 5
- (a) Mechanical Separation - Boneless meat that is mechanically separated from bone with automatic deboning systems, advanced lean (meat) recovery (AMR) systems or powered knives, shall not be allowed.
  - (b) Finely Textured Beef – Low temperature rendered beef that is processed from fat boneless meat trimmings and is finely textured is not allowed.
  - (5) Pathogen Testing – Production lots of boneless beef or pork and/or ground beef or pork associated with a positive result for any pathogen shall not be allowed.

## 2. NON-MEAT COMPONENT

The contractors shall provide a formula declaring the amount of all added ingredients.

- a) Domestic Origin of Non-Meat Component – Significant ingredients (more than 1 percent) shall be derived from U.S. produced products.
- b) Seasoning and Ingredient – Seasonings and other ingredients shall be used to produce products that are similar to commercial luncheon meat.
- c) Monosodium Glutamate (MSG) is not allowed.
- d) Non-Meat Composition – Non-meat components shall not exceed 3 percent of the total ingredients.

## 3. METAL DETECTION

All products shall be free of metal contaminants. Detection of stainless steel, ferrous, and non-ferrous (e.g., lead, copper, and aluminum) metals is required. The contractor's technical proposal must identify and describe the equipment, location, detection procedure, sensitivity levels, frequency of equipment validation, and corrective action procedures.

## B. FINISHED PRODUCT LIMITATIONS

The declared serving size ("referenced amounts customarily consumed" (racc)) fat and sodium content shall be stated on the nutrition facts panel on each can label according to FSIS required regulations. The racc shall be 56 grams.

### 1. FAT CONTENT

The fat content must not exceed 8 g per 56 g serving.

### 2. SODIUM CONTENT

Luncheon meat will be produced to comply with the required labeling claim of "Less sodium" on immediate (cans) and shipping containers.

### 3. TEXTURE

The product shall have a slight to moderate coarseness in texture and hold together as an intact unit when removed from the can.

### 4. COLOR UNIFORMITY

The product shall be reasonably uniform in color with a slight variation between internal and external surfaces. The following color ranges are acceptable:

- a) Beef – Dark pink to reddish brown.
- b) Pork – Pink to dark pink.
- c) Beef and Pork – Dark pink to light reddish brown.

**C. PREPARATION FOR DELIVERY****1. PACKAGING**

The luncheon meat shall be filled into round or rectangular cans.

**2. PACKING**

- a) Can net weight – Individual cans shall have a net weight of 12 or 30 ounces.
- b) Case Weight – Twenty-four (24) cans shall be unitized to a net weight of:
  - 18 pounds for the 12 ounce cans.
  - 36 pounds for 24 ounce cans.
  - 45 pounds for 30 ounce cans.
- c) Case unitization – All cans shall be unitized by packing into new fiberboard shipping containers, placing on fiberboard trays with plastic shrink wrap or plastic shrink wrap only.

**3. LABELING**

Both immediate and shipping containers shall be labeled to include all information required by FSIS regulations and the following:

- a) Immediate Containers – Immediate containers shall contain the following information:
  - (1) A traceability code that identifies the establishment number, production date and production lot.
  - (2) A claim of "Less sodium".
- b) Shipping Containers - Shipping container labels shall contain the following information:
  - (1) USDA shield at least 2 inches high and appearing on the top of the container or on the principle display panel.
  - (2) Applicable contract number.
  - (3) A traceability code that identifies the establishment number, production date and production lot.
  - (4) Nutrition facts panel based on actual nutritional analysis of the product
  - (5) A labeling claim of "Less sodium".
  - (6) Product Code:
    - (See invitation for product code for the 12 ounce can)
    - A725 – 24 ounce can
    - A617 – 30 ounce can

**4. PALLETIZED UNIT LOADS**

All shipping containers shall be stacked on new or well-maintained pallets and palletized with shrink wrap plastic.

**D. DELIVERY UNIT****1. 12 Ounce Cans**

Each delivery unit shall consist of 2,000 shipping containers with a net weight of 36,000 pounds.

**2. 24 Ounce Cans**

Each delivery unit shall consist of 1000 cases with a net weight of 36,000 pounds.

**3. 30 Ounce Cans**

Each delivery unit shall consist of 800 cases with a net weight of 36,000 pounds.

**E. DELIVERED PRODUCT****1. SIZE AND STYLE OF CONTAINER**

Only one size and style of immediate (cans) and shipping containers may be offered in an individual shipping unit.

**2. SEALING**

All products must be delivered to AMS destinations under seal according to section I.C. of this announcement.

**F. WARRANTY AND COMPLAINT RESOLUTION****1. WARRANTY**

The contractor shall guarantee that the product complies with all contractual requirements.

**2. COMPLAINT RESOLUTION**

The contractor's technical proposal must provide the steps taken to resolve complaints received on the product i.e, point of contact, cause and effect analysis, product replacement, monetary compensation and corrective and preventative actions taken.

**G. NON-CONFORMING PRODUCT**

The contractor must include a plan to assure that non-conforming product is not delivered under USDA contracts. The plan must address 1) control and segregation of non-conforming product, 2) removal of any USDA markings, and 3) disposition of non-conforming product.

**USDA, AMS,  
Livestock and Seed Program**

**APPROVED**

**ITEM DESCRIPTION AND  
CHECKLIST OF REQUIREMENTS  
(IDCR)  
FOR  
CANNED CHILI, WITHOUT BEANS  
PRODUCT CODE – A702**

Contracting Officer Technical Representative (COTR):  
Standardization Branch  
Room 2607, Phone: (202) 720-4486

Effective March 2006

**I. ITEM DESCRIPTION**

- Item – Chili (Chili Con Carne), without beans – This chili item consists of 40 percent beef with a mild chili flavored sauce without beans.
- Fat/Sodium – Fat must not exceed 8 grams per 100 gram serving. A labeling claim of “Less sodium” is required on both the immediate and shipping containers.
- Cans/Cases – Individual cans of chili shall have a net weight of 24 ounces. Twenty-four cans shall be unitized to a net weight of 36 pounds.

**II. CHECKLIST OF REQUIREMENTS**

Canned chili must be produced in accordance with Food Safety and Inspection Service (FSIS) regulations and the following Checklist of Requirements.

**A. MATERIALS**

The Contractors are responsible for providing sufficient product traceability and must have records to verify the source of raw materials used in each lot of product.

**1. MEAT COMPONENTS**

Beef shall be the only meat component allowed.

- a) Domestic Origin – All beef will originate from U.S. produced livestock as defined in section I.F. of this announcement.
- b) Harvest (Slaughtering) – Cattle shall be harvested in facilities that comply with the following requirements:
  - (1) Humane Handling – All cattle shall be humanely handled in accordance with all applicable FSIS regulations, directives, and notices.
  - (2) Non-Ambulatory Disabled Cattle – Meat from carcasses of non-ambulatory disabled livestock shall not be included in USDA purchased canned chili.
  - (3) Spinal Cord Removal – All spinal cord tissue shall be removed during the harvesting process.
- c) Boneless Beef – Boneless meat shall comply with the following requirements:
  - (1) Fresh Chilled / Fresh Frozen Meat – Meat shall be derived from fresh chilled or fresh frozen boneless meat. Fresh frozen boneless meat shall be processed within 60 days from the date of pack.



- (2) **Objectionable Materials** – The following objectionable materials shall be excluded:
  - (a) Major lymph glands (*prefemoral, popliteal, and prescapular*), *thymus* gland, and the *sciatic (ischiatric)* nerve (lies medial to the outside round).
  - (b) All bone, cartilage, and the following heavy connective tissues.
    - (i) White fibrous – Shoulder tendon, elbow tendon, silver skin (ventral side of the outside round), *sacrociatic* ligament, opaque *periosteum*, *serous* membrane (*peritoneum*), tendinous ends of shanks, *gracilis* membrane, *patellar* ligament (associated with the *stifle* joint), and *achilles* tendon.
    - (ii) Yellow elastin – Back strap and *abdominal tunic*.
- (3) **Mechanical Separation** – Meat that is mechanically separated from bone with automatic deboning systems, advanced lean (meat) recovery (AMR) systems, or powered knives shall not be allowed.
- (4) **Pathogen Testing** – Production lots of boneless beef and/or ground beef associated with a positive test result for any pathogen shall not be allowed.
- (5) **Meat Composition** – This item shall contain no less than 40 percent beef computed on the weight of the fresh meat.

## 2. NON-MEAT COMPONENTS

- a) **Domestic Origin** – Significant ingredients (more than 1 percent) shall be derived from U.S. produced products.
- b) **Flavoring and Sauce** – Seasonings and ingredients used for flavoring and sauce must be similar to those normally used for commercially marketed mild-flavored chili products.
- c) **Monosodium Glutamate (MSG)** – MSG is not allowed.

## B. PROCESSING

### 1. GRINDING

Fresh chilled or fresh frozen boneless beef shall be finely ground to no larger than 3/16 inch grind prior to the cooking/canning process.

### 2. BONE COLLECTOR / EXTRUDER SYSTEM

A bone collector/extruder system must be in operation to remove bone, cartilage, and heavy connective tissue during the final grind.

### 3. METAL DETECTION

All products shall be free of metal contaminants. Detection of stainless steel, ferrous, and non-ferrous (e.g., lead, copper, and aluminum) metals is required. The contractor's technical proposal must identify and describe the equipment, location, detection procedure, sensitivity levels, frequency of equipment validation, and corrective action procedures.



**C. FINISHED PRODUCT FAT AND SODIUM LIMITATIONS**

The declared serving size ("referenced amounts customarily consumed" (racc)) will be stated on the nutrition facts panel on each can label according to FSIS regulations.

**1. FAT**

The fat content, as packaged, must not exceed 8 grams per 100 grams of finished product. The calculation shall be as follows:

(Total Fat ÷ Serving Size (racc)) x 100. Example:

4 g of Fat ÷ 56 g = 0.71 X 100 = 7.1 grams of fat per 100 grams

**2. SODIUM LEVEL**

A labeling claim of "Less sodium" is required on both immediate and shipping containers.

**D. PREPARATION FOR DELIVERY****1. PACKAGING**

Cans shall be cylindrical in shape, and filled to a net weight of 24 ounces.

**2. PACKING**

- a) Case Weight – Twenty-four (24) cans of chili shall be unitized to a net weight of 36 pounds per case.
- b) Case Unitization – All cans shall be unitized by packing into new fiberboard shipping containers, placed on fiberboard trays with plastic shrink wrap or plastic shrink wrap only.

**3. MARKING OF CONTAINERS**

All cans and shipping containers shall be labeled to include all information required by FSIS regulations.

- a) Cans – Can labels shall contain the following information:

- (1) A traceability code that identifies the establishment number, production date and production lot.
- (2) A claim of "Less sodium".

- b) Shipping Containers – Commercially marked shipping containers will include the following information:

- (1) USDA shield at least 2 inches high and appearing on the top of the container or on the principle display panel.
- (2) Applicable contract number.
- (3) A traceability code that identifies the establishment number, production date and production lot.
- (4) Nutrition facts panel based on actual nutritional analysis of the product
- (5) A labeling claim of "Less sodium".
- (6) The product code "A702".

**4. PALLETIZED UNIT LOADS**

All shipping containers shall be stacked on new or well-maintained pallets and palletized with shrink wrap plastic.

**E. DELIVERY UNIT**

Each delivery unit shall consist of 1,000 shipping containers with a net weight of 36,000 pounds (16,330 kg).

**F. DELIVERED PRODUCT****1. SIZE AND STYLE OF CONTAINERS**

Only one size and style of unitized containers may be offered in an individual shipping unit.

**2. SEALING**

All products must be delivered to AMS destinations under seal according to section I.C. of this Announcement.

**G. WARRANTY AND COMPLAINT RESOLUTION****1. WARRANTY**

The contractor will guarantee that the product complies with all contractual requirements.

**2. COMPLAINT RESOLUTION**

The contractor's technical proposal must provide the steps taken to resolve complaints received on the product i.e, point of contact, cause and effect analysis, product replacement, monetary compensation and corrective and preventative actions taken.

**H. QUALITY CONTROL FOR NON-CONFORMING PRODUCT**

The contractor must include a plan to assure that non-conforming product is not delivered under USDA contracts. The plan must address 1) control and segregation of non-conforming product, 2) removal of any USDA markings, and 3) disposition of non-conforming product.

## Browser Requirements For DEBES

Netscape 4.07 or above  
Internet Explorer 5.0 or above

The browser must be capable of handling 128 bit encryption. To determine this:

In IE, go to **Help/About Internet Explorer**. The display will show:

**Cipher Strength: 128-bit**

If it does not, you will need to download a new version of the browser from Microsoft at <http://www.microsoft.com>.

In Netscape, go to **Help/About Communicator**. The display will show:

**This version supports U.S. security with  
RSA Public Key Cryptography, MD2, MD5,  
RC2-CBC, RC4, DES-CBC,  
DES-EDE3-CBC.**

If it does not, you can download a new version of the browser from Netscape at <http://home.netscape.com/download/index.html?cp=djuc4>. Choose the 128 bit Strong Encryption\* version for your download.

The **Production** site URL address is:

<https://pcsd.usda.gov:3077/mdbc1000.exe?>

The **Vendor Practice** site URL address is:

<https://pcsd.usda.gov:3050/mdbc1000.exe?>

### Proxy Servers

Most connection problems are the result of improper browser version, not using 128 bit encryption, and connecting through your corporate proxy server. The proxy server must be set up to allow HTTPS protocol through the appropriate port; Vendor Practice is port 3050 and Production is port 3077.

**LIVESTOCK AND SEED PROGRAM  
VENDOR REQUEST FOR LOGON IDENTIFICATION (ID) AND PASSWORD  
DOMESTIC ELECTRONIC BID ENTRY SYSTEM (DEBES)**

**COMPANY INFORMATION:**

|  |              |                 |
|--|--------------|-----------------|
| <b>COMPANY NAME</b>  |              |                 |
| <b>Street Address</b>  |              |                 |
| <b>City</b>  | <b>State</b> | <b>Zip Code</b> |
| <b>Person to receive Vendor ID and password</b>  |              |                 |
| <b>Method to receive Vendor ID and password: (Complete one)</b>  |              |                 |
| Telephone: _____   |              |                 |
| Fax: _____   |              |                 |
| E-Mail: _____  |              |                 |
| <b>Assign 5-8 digit alpha/numeric personal identification number (PIN) for company:</b><br>_____           |              |                 |
| <small>(This code will be used as verification by USDA when assigning or resetting a password)</small>     |              |                 |
| <b>NAME AND TITLE OF PERSON REQUESTING LOGON ID:</b><br><b>(Must be authorized on SF-129 to sign bids)</b> |              |                 |
| Name _____   |              | Title _____     |
| Signature _____  |              | Date _____      |

**TO BE COMPLETED BY USDA:**

|  |   |
|--|---|
| <b>VENDOR LOGON ID:</b><br><br>(“A” and 6 digits)  | <b>PASSWORD:</b><br><br>(must be changed at first DEBES logon): |
| <b>Notified:</b> _____<br>(Company Representative) | <b>Date:</b> _____  |
| <b>USDA Marketing Specialist:</b> _____            | <b>Date:</b> _____  |

**PLEASE FAX TO: Contracting Officer, Commodity Procurement Branch, LSP Programs  
(202) 720-0949**

**FOR INFORMATION CALL (202) 720-2650**

**ACH VENDOR/MISCELLANEOUS PAYMENT  
ENROLLMENT FORM**

OMB No. 1510-0056

Expiration Date 01/31/2000

This form is used for Automated Clearing House (ACH) payments with an addendum record that contains payment-related information processed through the Vendor Express Program. Recipients of these payments should bring this information to the attention of their financial institution when presenting this form for completion.

**PRIVACY ACT STATEMENT**

The following information is provided to comply with the Privacy Act of 1974 (P.L. 93-579). All information collected on this form is required under the provisions of 31 U.S.C. 3322 and 31 CFR 210. This information will be used by the Treasury Department to transmit payment data, by electronic means to vendor's financial institution. Failure to provide the requested information may delay or prevent the receipt of payments through the Automated Clearing House Payment System.

**AGENCY INFORMATION**

FEDERAL PROGRAM AGENCY:

United States Department of Agriculture - Commodity Credit Corporation

AGENCY IDENTIFIER: **USDA-FSA-KCMO** AGENCY LOCATION CODE (ALC): **0000-4992-2** ACH FORMAT:  CCD+  CTX  CTP **DO NOT COMPLETE THIS BLOCK!**

ADDRESS:

Attn: ACH Disbursements  
P. O. Box 419205  
Kansas City, Missouri 64141-6205

CONTACT PERSON NAME: **Bob Glenn** TELEPHONE NUMBER: **( 816 ) 926-6988**

ADDITIONAL INFORMATION: **FAX Number: (816) 823-1364**

**PAYEE/COMPANY INFORMATION**

NAME: SSN NO. OR TAXPAYER ID NO.:

MAILING ADDRESS: ENTITY/MASTER-CONTRACT CODE (If known)  
(Attach sheet if more space needed):

DISBURSEMENT STATEMENT MAILING ADDRESS (If different from above):

CONTACT PERSON NAME: TELEPHONE NUMBER:  
( )

SIGNATURE AND TITLE OF AUTHORIZED OFFICIAL:

**FINANCIAL INSTITUTION INFORMATION**

NAME:

ADDRESS:

ACH COORDINATOR NAME: TELEPHONE NUMBER:  
( )

NINE-DIGIT ROUTING TRANSIT NUMBER

DEPOSITOR ACCOUNT TITLE:

DEPOSITOR ACCOUNT NUMBER: LOCKBOX NUMBER:

TYPE OF ACCOUNT:  CHECKING  SAVINGS  LOCKBOX

SIGNATURE AND TITLE OF AUTHORIZED OFFICIAL (Could be the same as ACH Coordinator): TELEPHONE NUMBER:  
( )

## INSTRUCTIONS FOR COMPLETING SF-3881 FORM

1. Agency Information Section - Federal agency prints or types the name and address of the Federal program agency originating the vendor/miscellaneous payment, agency identifier, agency location code, contact person name and telephone number of the agency. Also, the appropriate box for ACH format is checked.
2. Payee/Company Information Section - Payee prints or types the name of the payee/company and address that will receive ACH vendor/miscellaneous payments, social security or taxpayer ID number, and contact person name and telephone number of the payee/company. Payee also verifies depositor account number, account title, and type of account entered by your financial institution in the Financial Institution Information Section.
3. Financial Institution Information Section - Financial institution prints or types the name and address of the payee/company's financial institution who will receive the ACH payment, ACH coordinator name and telephone number, nine-digit routing transit number, depositor (payee/company) account title and account number. Also, the box for type of account is checked, and the signature, title, and telephone number of the appropriate financial institution official are included.

## BURDEN ESTIMATE STATEMENT

The estimated average burden associated with this collection of information is 15 minutes per respondent or recordkeeper, depending on individual circumstances. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Financial Management Service, Facilities Management Division, Property and Supply Branch, Room B-101, 3700 East-West Highway, Hyattsville, MD 20782 and the Office of Management and Budget, Paperwork Reduction Project (1510-0056), Washington, DC 20503.





United States  
Department of  
Agriculture

Agricultural  
Marketing  
Service

STOP 0253, Room 2610-South  
1400 Independence Avenue, SW  
Washington, DC 20250-0253

**ADDRESS INFORMATION FOR AMS COMMODITY PURCHASE PROGRAM**

|   |  |
|---|--|
| <b>Vendor Name and Address:</b><br><br>Contracts will be awarded and mailed to address provided.  | Company Name:  |
|   | Contact:   |
|   | Address-Street:  |
|   | Address-P.O. Box:  |
|   | City, State, Zip:  |
|   | Fed. Meat Insp. Est. No.<br>Or State Insp. No. as appropriate: |
|   | Phone: _____ Fax: _____  |
|   | E-Mail Address:  |
| <b>Payment Disbursement Statement address:</b><br>Payments to Vendors must be made electronically. To set up electronic transfer, contact the Kansas City Mgmt. Office (816/926-6988)<br><br><input type="checkbox"/> ACH <input type="checkbox"/> In Process | Company Name:  |
|   | Contact:   |
|   | Address-Street:  |
|   | Address-P.O. Box:  |
|   | City, State, Zip:  |
|   | Phone:   |
|   | Taxpayer Identification No. (TIN #)                            |
| <b>Plant Address:</b><br><br>If Vendor address is same for plant, write "Same".<br><br>If multiple plants, attach additional pages.   | Company Name:  |
|   | Contact:   |
|   | Address-Street:  |
|   | Address-P.O. Box:  |
|   | City, State, Zip:  |
|   | Phone:   |
| <b>Plant's Shipping Point Address:</b><br><br>If Plant address is same for shipping, write "Same".<br><br>If multiple shipping points, attach additional pages.   | Company Name:  |
|   | Contact:   |
|   | Address-Street:  |
|   | Address-P.O. Box:  |
|   | City, State, Zip:  |
|   | Phone:   |
| <b>Notice to Deliver Address:</b>   | Company Name:  |
|   | Contact:   |
|   | Address-Street:  |
|   | Address-P.O. Box:  |
|   | City, State, Zip:  |
|   | Phone:   |

Signature & Title (Authorized Company Representative)

Date

PLEASE RETURN THIS FORM PRIOR TO SUBMITTING A BID  
Send by FAX to Contracting Officer, Livestock & Seed Program, AMS, USDA; 202/720-0949.

**SOLICITATION MAILING LIST APPLICATION**

1. TYPE OF APPLICANT  
 INITIAL  REVISION

2. DATE

OMB No.: 9000-0002  
 Expires: 10/31/97

**NOTE: Please complete all items on this form. Insert N/A in items not applicable. See reverse for instruction.**  
 Public reporting burden for this collection of information is estimated to average .50 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405.

|              |                          |              |                      |           |
|--------------|--------------------------|--------------|----------------------|-----------|
| 3. SUBMIT TO | a. FEDERAL AGENCY'S NAME | 4. APPLICANT | a. NAME              | b. COUNTY |
|              | b. STREET ADDRESS        |              | b. STREET ADDRESS    | c. COUNTY |
|              | c. CITY                  |              | d. STATE e. ZIP CODE | d. CITY   |

5. TYPE OF ORGANIZATION (Check one)

INDIVIDUAL  NON-PROFIT ORGANIZATION

PARTNERSHIP  CORPORATION INCORPORATED UNDER THE LAWS OF THE STATE OF:

6. ADDRESS TO WHICH SOLICITATIONS ARE TO BE MAILED (If different than item 4)

a. STREET ADDRESS b. COUNTY

c. CITY d. STATE e. ZIP CODE

7. NAMES OF OFFICERS, OWNERS, OR PARTNERS

|              |                       |              |
|--------------|-----------------------|--------------|
| a. PRESIDENT | b. VICE PRESIDENT     | c. SECRETARY |
| d. TREASURER | e. OWNERS OR PARTNERS |              |

8. AFFILIATES OF APPLICANT

| NAME | LOCATION | NATURE OF AFFILIATION |
|------|----------|-----------------------|
|      |          |                       |
|      |          |                       |
|      |          |                       |

9. PERSONS AUTHORIZED TO SIGN OFFERS AND CONTRACTS IN YOUR NAME (Indicate if agent)

| NAME | OFFICIAL CAPACITY | TELEPHONE NUMBER |        |
|------|-------------------|------------------|--------|
|      |                   | AREA CODE        | NUMBER |
|      |                   |                  |        |
|      |                   |                  |        |
|      |                   |                  |        |

10. IDENTIFY EQUIPMENT, SUPPLIES AND/OR SERVICES ON WHICH YOU DESIRE TO MAKE AN OFFER (See attached Federal Agency's Supplemental Listing and Instruction, if any)

|   |  |  |
|---|--|--|
| 11a. SIZE OF BUSINESS (See definitions on reverse)  | 11b. AVERAGE NUMBER OF EMPLOYEES (including offsites) FOR FOUR PRECEDING CALENDAR QUARTERS | 11c. AVERAGE ANNUAL SALES OR RECEIPTS FOR PRECEDING THREE FISCAL YEARS |
| <input type="checkbox"/> SMALL BUSINESS (If checked, complete items 11a and 11c) <input type="checkbox"/> OTHER THAN SMALL BUSINESS |  | \$   |

|   |   |
|---|---|
| 12. TYPE OF OWNERSHIP (See definitions on reverse) (Not applicable for other than small businesses) | 13. TYPE OF BUSINESS (See definitions on reverse)   |
| <input type="checkbox"/> DISADVANTAGED BUSINESS <input type="checkbox"/> WOMAN-OWNED BUSINESS       | <input type="checkbox"/> MANUFACTURER OR PRODUCER <input type="checkbox"/> CONSTRUCTION CONCERN <input type="checkbox"/> SURPLUS DEALER |
| 14. DUNS NO. (if available)   | 15. HOW LONG IN PRESENT BUSINESS?   |
|   |   |

|  |              |               |           |
|--|--------------|---------------|-----------|
| 16. FLOOR SPACE (Square Feet/ft <sup>2</sup> ) |              | 17. NET WORTH |           |
| a. MANUFACTURING                               | b. WAREHOUSE | c. DATE       | d. AMOUNT |
|  |              |               | \$        |

18. SECURITY CLEARANCE (If applicable, check highest clearance authorized)

| FOR              | TOP SECRET | SECRET | CONFIDENTIAL | c. NAMES OF AGENCIES GRANTING SECURITY CLEARANCES | d. DATES GRANTED |
|------------------|------------|--------|--------------|---|------------------|
| a. KEY PERSONNEL |            |        |              |   |                  |
| b. PLANT ONLY    |            |        |              |   |                  |

The information supplied herein (including all pages attached) is correct and neither the applicant nor any person (or concern) in any connection with the applicant as a principal or officer, so far as is known, is now debarred or otherwise declared ineligible by any agency of the Federal Government from making offers for furnishing materials, supplies, or services to the Government or any agency thereof.

|   |               |                 |
|---|---------------|-----------------|
| 19. NAME OF PERSON AUTHORIZED TO SIGN (Type or print)   | 20. SIGNATURE | 21. DATE SIGNED |
|   |               |                 |
| 19b. TITLE OF PERSON AUTHORIZED TO SIGN (Type or print) |               |                 |
|   |               |                 |



## INSTRUCTIONS

Persons or concerns wishing to be added to a particular agency's bidder's mailing list for supplies or services shall file the properly completed Solicitation Mailing List Application, together with such other lists as may be attached to this application form, with each procurement office of the Federal agency with which they desire to do business. If a Federal agency has attached a Supplemental Commodity List with instructions, complete the application as instructed. Otherwise, identify in item 10 the equipment, supplies, and/or services on which you desire to bid. (Provide Federal Supply Class or Standard Industrial Classification codes, if available.) The application shall be submitted and signed by the principal as distinguished from an agent, however constituted.

After placement on the bidder's mailing list of an agency, your failure to respond (submission of bid, or notice in writing, that you are unable to bid on that particular transaction but wish to remain on the active bidder's mailing list for that particular item) to solicitations will be understood by the agency to indicate lack of interest and concurrence in the removal of your name from the purchasing activity's solicitation mailing for items concerned.

### SIZE OF BUSINESS DEFINITIONS (See item 11A.)

a. **Small business concern** - A small business concern for the purpose of Government procurement is a concern, including its affiliate, which is independently owned and operated, is not dominant in the field of operation in which it is competing for Government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or the other criteria, as prescribed by the Small Business Administration. (See Code of Federal Regulations, Title 13, Part 121, as amended, which contains detailed industry definitions and related procedures.)

b. **Affiliates** - Business concerns are affiliates of each other when either directly or indirectly (i) one concern controls or has the power to control the other, or (ii) a third party controls or has the power to control both. In determining whether concerns are independently owned and operated and whether or not affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationship. (See items 8 and 11A.)

c. **Number of employees** - (Item 11B) In connection with the determination of small business status, "number of employees" means the average employment of any concern, including the employees of its domestic and foreign affiliates, based on the number of persons employed on a full-time, part-time, temporary or other basis during each of the pay periods of the preceding 12 months. If a concern has not been in existence for 12 months, "number of employees" means the average employment of such concern and its affiliates during the period that such concern has been in existence based on the number of persons employed during each of the pay periods of the period that such concern has been in business.

### TYPE OF OWNERSHIP DEFINITIONS (See item 12.)

a. **"Disadvantaged business concern"** - means any business concern (1) which is at least 51 percent owned by one or more socially and economically disadvantaged individuals; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and (2) whose management and daily business operations are controlled by one or more of such individuals.

b. **"Women-owned business"** - means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

### TYPE OF BUSINESS DEFINITIONS (See item 13.)

a. **"Manufacturer or producer"** - means a person (or concern) owning, operating, or maintaining a store, warehouse or other establishment that produces, on the premises, the material, supplies, articles or equipment of the general character of those listed in item 10, or in the Federal Agency's Supplemental Commodity List, if attached.

b. **"Service establishment"** - means a concern (or person) which owns, operates, or maintains any type of business which is principally engaged in the furnishing of nonpersonal services, such as but not limited to repairing, cleaning, redecorating, or rental of personal property, including the furnishing of necessary repair parts or other supplies as a part of the services performed.

- **COMMERCE BUSINESS DAILY** - The Commerce Business Daily, published by the Department of Commerce, contains information concerning proposed procurements, sales, and contract awards. For further information concerning this publication, contact your local Commerce Field Office.



United States  
Department of  
Agriculture

Agricultural  
Marketing  
Service

STOP 0253- Room 2610-S  
1400 Independence Avenue, SW.  
Washington, D.C. 20250-0253

AMENDMENT 1 TO ANNOUNCEMENT LS-128

October 2006

**PURCHASE OF CANNED MEAT  
FOR DISTRIBUTION TO ELIGIBLE OUTLETS**

This amendment is being issued to modify: 1) Section V.B., in reference to payment of travel expenses associated with audit services and to modify Section V.C., and 2) Section II. E., Section 4, Certifications.

**Section V. Product Specifications, Certifications, and Audit Services**

**Part B.** Delete paragraph in its entirety and replace with the following:

“For certification and audit services, AMS will pay per diem and travel expenses including travel time involved in transporting the AMS agents from a duty point into the area of a contractor’s or subcontractor’s plant. However, payment of these charges by USDA will only be made when the services rendered by an AMS agent are directly related to production for specific, outstanding contracts. When the services of the AMS agent are performed for the account of a subcontractor, the serial contract number in which the product will be used must be declared to the AMS agent. Per diem and travel expenses will be prorated to the contractor for any official services performed by the AMS agent not related to acceptance of USDA-purchased commodities to which these provisions apply.”

**Part C.** Delete the paragraph in its entirety.

**Section II. E. Section 4, Certifications**

**Certification 2,** delete and replace with:

2. By submitting this bid, Offeror certifies it HAS read and DOES agree to the terms of LS-128 and Amendment 1, October 2006; Appendix-1; Inv.\_\_; Exhibit A, dated May 2006; Contractor's Technical Proposal approved by the Contracting Officer; AMS audit team's initial report; USDA-1, Rev. 2, and Amds. 1, 2, 3, and 4 and the Federal Acquisition Regulations (both boxes must be selected).
  - HAS
  - DOES

This amendment is effective for contracts awarded on or after November 1, 2006.

/s/ William T. Sessions (10/26/06)  
William T. Sessions  
Associated Deputy Administrator  
Livestock and Seed Program



**Livestock and Seed Program  
Audit, Review, and Compliance Branch  
Quality System Audit Report**

**AUDIT INFORMATION**

|                             |   |
|-----------------------------|---|
| <b>Applicant Name:</b>      | Lakeside Foods  |
| <b>Est. Number:</b>         | 1701  |
| <b>Physical Address:</b>    | 1055 Broadway, Plainview, MN 55964  |
| <b>Mailing Address:</b>     | 1055 Broadway, Plainview, MN 55964  |
| <b>Contact &amp; Title:</b> | Wendy Biesterveld, QA Manager   |
| <b>E-mail Address:</b>      | <a href="mailto:wbiesterveld@lakesidefoods.com">wbiesterveld@lakesidefoods.com</a>  |
| <b>Phone Number:</b>        | 507.534.3141  |
| <b>Auditor(s):</b>          | Rick Skinner  |
| <b>Program:</b>             | USDA Commodity Procurement Purchase Programs  |
| <b>Audit Date(s):</b>       | June 10, 2009   |
| <b>Audit Identifier:</b>    | CM9161EEA   |
| <b>Action Required:</b>     | No  |
| <b>Audit Type:</b>          | Post Award Surveillance Audit   |
| <b>Audit Objective:</b>     | To verify continuing conformance to the audit criteria.   |
| <b>Audit Criteria:</b>      | <ul style="list-style-type: none"> <li>• <i>Announcement LS-128, Purchase of Canned Meat for Distribution to Eligible Outlets</i>, dated May 2006;</li> <li>• <i>Item Description and Checklist of Requirements (IDCR) for Canned Beef with Juices, Canned Pork with Juices, Canned Beef with Tomato Sauce, and Canned Pork with Tomato Sauce</i>, effective March 2006;</li> <li>• <i>Amendment 1 to Announcement LS 128</i>, dated October 2006; and</li> <li>• <i>Lakeside Foods Technical Proposal for Canned Pork, Canned Beef</i>, revised September 27, 2007.</li> </ul> |
| <b>Audit Scope:</b>         | The company's technical proposal and food defense plan including personnel, processes, procedures, facilities and related records.  |
| <b>Location(s) Audited:</b> | Lakeside Foods in Plainview, MN   |

Lakeside Foods produces canned meat items for the USDA Commodity Procurement Purchase Programs under Announcement LS-128. The audit included a review of the contractor's facilities, processes and procedures, quality control practices, and the equipment used during the production of canned meat items for each production day since the previous audit on May 19, 2009. Production records, inventory, and shipping records and documents were also reviewed.

Lakeside Foods is currently producing loads [REDACTED] of canned meat each day. Records show that there have been 14 production days toward completion of contract 12-02-9-7195 since the previous audit. Two of the loads produced during that time were beef awarded in Contract 12-02-9-7212.



**Livestock and Seed Program  
Audit, Review, and Compliance Branch  
Quality System Audit Report**

Contracts reviewed:

**Contract 12-02-9-7195 - (234 loads – 8,424,000 lbs) A722 Canned Pork with Juices (24 oz) – 91 loads since previous audit**

**Contract 12-02-9-7212 – (28 loads – 1,008,000 lbs) A721 Canned Beef with Juices (24 oz) - 2 loads complete (beef)**

Records show that the pork raw materials for contract 7195 have been supplied by approved suppliers [REDACTED]. The boneless beef for contract 7212 was sourced from [REDACTED]. The suppliers provided raw materials that met the harvest requirements and domestic origin and each had currently approved Animal Welfare programs.

The company received the first shipment of boneless picnics from [REDACTED] during the audit. This supplier was recently requested by Lakeside to be approved as a supplier, and the company was notified by the Contracting Officer of the approval in a letter dated June 05, 2009. The raw materials reviewed met the program requirements.

Examinations for condition and objectionable materials, metal detection, and fat testing were conducted as specified in the company's technical proposal. Histograms and control charts were available for review, which indicated that the canning process is process control. Salt levels were acceptable. Packaging and labeling was conducted as per the technical proposal.

As a precaution, the first two lots produced on contract 12-02-9-7195 were held and re-worked for possible greasy cans after a cause/analysis by Quality Control determined that each of the cans should be washed and wiped prior to shipping. The process was being completed during the audit. Each can from Lot E2 dated May 07, 2009, was being washed and wiped, then repacked into the original shipping container and re-glued with 47912 Glue as the adhesive.

Lakeside Foods utilizes Option 2, Contractor check-loading, for shipment of product. The shipping documentation for the completed contract was reviewed for completeness.

**FINDINGS**

Observations made, interviews conducted, and procedures and records reviewed verified that Lakeside Foods is currently operating in conformance to the requirements of the audit criteria. A review of the facility's Food Defense Plan indicated that all contractual requirements are being met. There were no non-conformances identified during the audit.



**Livestock and Seed Program  
 Audit, Review, and Compliance Branch  
 Quality System Audit Report**

**AUDIT INFORMATION**

|                             |  |
|-----------------------------|--|
| <b>Applicant Name:</b>      | Lakeside Foods   |
| <b>Est. Number:</b>         | 1701   |
| <b>Physical Address:</b>    | 1055 Broadway, Plainview, MN 55964   |
| <b>Mailing Address:</b>     | 1055 Broadway, Plainview, MN 55964   |
| <b>Contact &amp; Title:</b> | Wendy Biesterveld, QA Manager  |
| <b>E-mail Address:</b>      | <a href="mailto:wbiesterveld@lakesidefoods.com">wbiesterveld@lakesidefoods.com</a>   |
| <b>Phone Number:</b>        | 507.534.3141   |
| <b>Auditor(s):</b>          | Rick Skinner   |
| <b>Program:</b>             | USDA Commodity Procurement Purchase Programs   |
| <b>Audit Date(s):</b>       | April 15, 2009   |
| <b>Audit Identifier:</b>    | CM9105EEA  |
| <b>Action Required:</b>     | No   |
| <b>Audit Type:</b>          | Post Award Surveillance Audit  |
| <b>Audit Objective:</b>     | To verify continuing conformance to the audit criteria.  |
| <b>Audit Criteria:</b>      | <ul style="list-style-type: none"> <li>• <i>Announcement LS -128, Purchase of Canned Meat for Distribution to Eligible Outlets</i>, dated May 2006;</li> <li>• <i>Item Description and Checklist of Requirements (IDCR) for Canned Beef with Juices, Canned Pork with Juices, Canned Beef with Tomato Sauce, and Canned Pork with Tomato Sauce</i>, effective March 2006;</li> <li>• <i>Item Description and Checklist of Requirements (IDCR) Canned Luncheon Meat</i>, effective March 2006;</li> <li>• <i>Amendment 1 to Announcement LS 128</i>, dated October 2006; and</li> <li>• <i>Lakeside Foods Technical Proposal for Canned Pork, Canned Beef</i>, revised September 27, 2007.</li> </ul> |
| <b>Audit Scope:</b>         | The company's technical proposal and food defense plan including personnel, processes, procedures, facilities, and related records.  |
| <b>Location(s) Audited:</b> | Lakeside Foods in Plainview, MN  |

Lakeside Foods produces canned meat items for the USDA Commodity Procurement Purchase Programs under Announcement LS-128. The audit included a review of the contractor's facilities, processes and procedures, quality control practices, and the equipment used during the production of canned meat items for each production day since the previous audit on March 10, 2009. Production records, inventory, and shipping records and documents were also reviewed.





**Livestock and Seed Program  
Audit, Review, and Compliance Branch  
Quality System Audit Report**

Lakeside Foods was producing loads 5 through 10 of the current contract during the audit. Loads 1-5 were produced on April 14, and the proposed production schedule is to produce 5 loads per day until the 234 loads for Contract 12-02-9-7195 are completed.

Contracts reviewed:

**Contract 12-02-9-7161 (40 loads – 1,440,000 lbs) A721 Canned Beef with Juices (24 oz) – completed** and the records from the 34 production days were reviewed.

**Contract 12-02-9-7161 (21 loads – 756,000 lbs) A722 Canned Pork with Juices (24 oz) – seven pork** production days to complete for this contract. Production days were reviewed.

**Contract 12-02-9-7195 (234 loads – 8,424,000 lbs) A722 Canned Pork with Juices (24 oz) – 10 loads** produced.

Records show that the pork raw materials were supplied by approved suppliers, [REDACTED]. The boneless beef was sourced from [REDACTED]. The suppliers provided raw materials that met the harvest requirements and domestic origin and each had currently approved Animal Welfare programs.

Examinations for condition and objectionable materials, metal detection, and fat testing were conducted as specified in the company's technical proposal. Histograms and control charts were available for review, which indicated that the canning process is under process control. Salt levels were acceptable. Packaging and labeling was conducted as per the technical proposal.

Lakeside Foods utilizes Option 2, Contractor checkloading, for shipment of product. The shipping documentation for the completed contracts was reviewed for completeness.

**FINDINGS**

Observations made, interviews conducted, and procedures and records reviewed verified that Lakeside Foods is currently operating in conformance to the requirements of the audit criteria. A review of the facility's Food Defense Plan indicated that all contractual requirements are being met. There were no non-conformances identified during the audit.



Livestock and Seed Program  
Audit, Review, and Compliance Branch  
Quality System Audit Report

AUDIT INFORMATION

|                             |   |
|-----------------------------|---|
| <b>Applicant Name:</b>      | Lakeside Foods  |
| <b>Est. Number:</b>         | 1701  |
| <b>Physical Address:</b>    | 1055 Broadway, Plainview, MN 55964  |
| <b>Mailing Address:</b>     | 1055 Broadway, Plainview, MN 55964  |
| <b>Contact &amp; Title:</b> | Wendy Biesterveld, QA Manager   |
| <b>E-mail Address:</b>      | <a href="mailto:wbiesterveld@lakesidefoods.com">wbiesterveld@lakesidefoods.com</a>  |
| <b>Phone Number:</b>        | 507.534.3141  |
| <b>Auditor(s):</b>          | Rick Skinner  |
| <b>Program:</b>             | USDA Commodity Procurement Purchase Programs  |
| <b>Audit Date(s):</b>       | May 19, 2009  |
| <b>Audit Identifier:</b>    | CM9139EEA   |
| <b>Action Required:</b>     | No  |
| <b>Audit Type:</b>          | Post Award Surveillance Audit   |
| <b>Audit Objective:</b>     | To verify continuing conformance to the audit criteria.   |
| <b>Audit Criteria:</b>      | <ul style="list-style-type: none"><li>• <i>Announcement LS -128, Purchase of Canned Meat for Distribution to Eligible Outlets</i>, dated May 2006;</li><li>• <i>Item Description and Checklist of Requirements (IDCR) for Canned Beef with Juices, Canned Pork with Juices, Canned Beef with Tomato Sauce, and Canned Pork with Tomato Sauce</i>, effective March 2006;</li><li>• <i>Amendment 1 to Announcement LS 128</i>, dated October 2006; and</li><li>• <i>Lakeside Foods Technical Proposal for Canned Pork, Canned Beef</i>, revised September 27, 2007.</li></ul> |
| <b>Audit Scope:</b>         | The company's technical proposal and food defense plan including personnel, processes, procedures, facilities and related records.  |
| <b>Location(s) Audited:</b> | Lakeside Foods in Plainview, MN   |

Lakeside Foods produces canned meat items for the USDA Commodity Procurement Purchase Programs under Announcement LS-128. The audit included a review of the contractor's facilities, processes and procedures, quality control practices, and the equipment used during the production of canned meat items for each production day since the previous audit on April 15, 2009. Production records, inventory, and shipping records and documents were also reviewed.



**Livestock and Seed Program  
Audit, Review, and Compliance Branch  
Quality System Audit Report**

**Contracts reviewed:**

Contract 12-02-9-7161 (shipping) – completed

Contract 12-02-9-7195 (234 loads – 8,424,000 lbs) A722 Canned Pork with Juices (24 oz) – 24 production days complete

Lakeside Foods was producing canned pork for contact 12-02-9-7195 during the audit. Records showed that the pork raw materials for contract 7195 have been supplied by approved suppliers [REDACTED] [REDACTED]. The boneless beef for contract 7161 was sourced from [REDACTED]. The suppliers provided raw materials that met the harvest requirements and domestic origin and each had currently approved Animal Welfare programs.

Examinations for condition and objectionable materials, metal detection, and fat testing were conducted as specified in the company's technical proposal. Histograms and control charts were available for review, which indicated that the canning process is under process control. Salt levels were acceptable. Packaging and labeling was conducted as per the technical proposal.

Lakeside Foods utilizes Option 2, Contractor checkloading, for shipment of product. The shipping documentation for the completed contracts was reviewed for completeness.

**FINDINGS**

Observations made, interviews conducted, and procedures and records reviewed verified that Lakeside Foods is currently operating in conformance to the requirements of the audit criteria. A review of the facility's Food Defense Plan indicates that all contractual requirements are being met. There were no non-conformances identified during the audit.





United States  
Department of  
Agriculture

Agricultural  
Marketing  
Service

P.O. Box 96456  
Washington, DC  
20090-6456

Poultry Programs

April 17, 2009

### NOTICE TO THE TRADE – APRIL 2009

The United States Department of Agriculture was provided part of the American Recovery and Reinvestment Act of 2009 to purchase multiple commodities to support the Emergency Food Assistance Program.

The Federal Acquisition Regulations (FAR) Part 52 – Solicitation Provisions and Contract Clauses now includes 52.204-11 American Recovery and Reinvestment Act – Reporting Requirements (attached). An important change implemented by this clause requires additional reporting requirements for vendors who participate under these programs. Offerors must certify with their offer that they have read and agree to comply with all regulations outlined in the attached clause.

The purchases will be for delivery May through October and will be identified as Recovery purchases in the invitations. The commodities being purchased are as follows:

Fruit & Vegetable

Canned Applesauce (24/300)  
Mixed Fruit (24/300)  
Peaches (24/300)  
Canned Clingstone  
Peaches (6/10)


Livestock & Seed

Canned Pork (24/24 oz. cans)  
Ham, Frozen  
Sliced (20-2 lb. pkg)

Poultry

Consumer Pack Whole  
Chickens  
Shell Eggs (15 dozen)  
Small Deli-Style Turkey  
Breast

For questions related to American Recovery and Reinvestment Act purchases, for Fruit and Vegetable Program, please contact David Tuckwiller at (202) 720-9924 or [david.tuckwiller@ams.usda.gov](mailto:david.tuckwiller@ams.usda.gov); for Livestock and Seed Program, please contact Duane Williams at (202) 720-2650 or [duane.williams2@ams.usda.gov](mailto:duane.williams2@ams.usda.gov); and for Poultry Programs, please contact Dennis Pearson at (202) 720-5152 or [dennis.pearson@ams.usda.gov](mailto:dennis.pearson@ams.usda.gov).

  
David Shipman  
Acting Administrator, AMS

Attachments

### Subpart 4.15—American Recovery and Reinvestment Act—Reporting Requirements

#### 4.1500 Scope of subpart.

This subpart implements section 1512(e) of Division A of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act), which requires, as a condition of receipt of funds, quarterly reporting on the use of funds. The subpart also implements the data elements of the Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282). Contractors that receive awards (or modifications to existing awards) funded, in whole or in part by the Recovery Act, must report information including, but not limited to—

- (a) The dollar amount of contractor invoices;
- (b) The supplies delivered and services performed;
- (c) An assessment of the completion status of the work;
- (d) An estimate of the number of jobs created and the number of jobs retained as a result of the Recovery Act funds;
- (e) Names and total compensation of each of the five most highly compensated officers for the calendar year in which the contract is awarded; and
- (f) Specific information on first-tier subcontractors.

#### 4.1501 Procedures.

(a) In any contract action funded in whole or in part by the Recovery Act, the contracting officer shall indicate that the contract action is being made under the Recovery Act, and indicate which products or services are funded under the Recovery Act. This requirement applies whenever Recovery Act funds are used, regardless of the contract instrument.

(b) To maximize transparency of Recovery Act funds that must be reported by the contractor, the contracting officer shall structure contract awards to allow for separately tracking Recovery Act funds. For example, the contracting officer may consider awarding dedicated separate contracts when using Recovery Act funds or establishing contract line item number (CLIN) structures to mitigate commingling of Recovery funds with other funds.

(c) Contracting officers shall ensure that the contractor complies with the reporting requirements of §2.204-11, American Recovery and Reinvestment Act—Reporting Requirements. If the contractor fails to comply with the reporting requirements, the contracting officer shall exercise appropriate contractual remedies.

(d) The contracting officer shall make the contractor's failure to comply with the reporting requirements a part of the contractor's performance information under Subpart 42.15.

#### 4.1502 Contract clause.

Insert the clause at §2.204-11, American Recovery and Reinvestment Act—Reporting Requirements in all solicitations and contracts funded in whole or in part with Recovery Act funds, except classified solicitations and contracts. This includes, but is not limited to, Governmentwide Acquisition Contracts (GWACs), multi-agency contracts (MACs), Federal Supply Schedule (FSS) contracts, or agency indefinite-delivery/indefinite-quantity (ID/IQ) contracts that will be funded with Recovery Act funds. Contracting officers shall ensure that this clause is included in any existing contract or order that will be funded with Recovery Act funds. Contracting officers may not use Recovery Act funds on existing contracts and orders if the clause at §2.204-11 is not incorporated.

\* \* \* \* \*

Contractor to furnish supplies or services for performance of this contract. It includes, but is not limited to, purchase orders and changes and modifications to purchase orders, but does not include contracts that provide supplies or services benefiting two or more contracts.

(b) Section 2(d) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. No. 109-282) requires establishment of a pilot program for a single searchable website, available to the public at no charge that includes information on Federal subcontracts.

(c) Within thirty days after the end of March, June, September, and December of each year through 2008, the Contractor shall report the following information at [www.esrs.gov](http://www.esrs.gov) for each subcontract award with a value greater than \$1 million made during that quarter. (The Contractor shall follow the instructions at [www.esrs.gov](http://www.esrs.gov) to report the data.)

- (1) Name of the subcontractor.
- (2) Amount of the award.
- (3) Date of award.
- (4) The applicable North American Industry Classification System code.
- (5) Funding agency or agencies.
- (6) Award title descriptive of the purpose of the action.
- (7) Contract number.
- (8) Subcontractor location including address.
- (9) Subcontract primary performance location including address.
- (10) Unique identifier for the subcontractor.

(End of clause)

**52.204-11 American Recovery and Reinvestment Act—Reporting Requirements.**

As prescribed in 4.1502, insert the following clause:

**AMERICAN RECOVERY AND REINVESTMENT ACT—REPORTING REQUIREMENTS (MAR 2009)**

(a) *Definitions.* As used in this clause—

“Contract”, as defined in FAR 2.101, means a mutually binding legal relationship obligating the seller to furnish the supplies or services (including construction) and the buyer to pay for them. It includes all types of commitments that obligate the Government to an expenditure of appropriated funds and that, except as otherwise authorized, are in writing. In addition to bilateral instruments, contracts include (but are not limited to) awards and notices of awards; job orders or task letters issued under basic ordering agreements; letter contracts; orders, such as purchase orders, under which the contract becomes effective by written acceptance or performance; and bilateral contract modifications. Contracts do not include grants and cooperative agreements covered by 31 U.S.C. 6301, et seq. For discussion of various types of contracts, see FAR Part 16.

“First-tier subcontract” means a subcontract awarded directly by a Federal Government prime contractor whose contract is funded by the Recovery Act.

“Jobs created” means an estimate of those new positions created and filled, or previously existing unfilled positions that are filled, as a result of funding by the American Recovery and Reinvestment Act of 2009 (Recovery Act). This definition covers only prime contractor positions established in the United States and outlying areas (see definition in FAR 2.101). The number shall be expressed as “full-time equivalent” (FTE), calculated cumulatively as all hours worked divided by the total number of hours in a full-time schedule, as defined by the contractor. For instance, two full-time employees and one part-time employee working half days would be reported as 2.5 FTE in each calendar quarter.

“Jobs retained” means an estimate of those previously existing filled positions that are retained as a result of funding by the American Recovery and Reinvestment Act of 2009 (Recovery Act). This definition covers only prime contractor positions established in the United States and outlying areas (see definition in FAR 2.101). The number shall be expressed as “full-time equivalent” (FTE), calculated cumulatively as all hours worked divided by the total number of hours in a full-time schedule, as defined by the contractor. For instance, two full-time employees and one part-time employee working half days would be reported as 2.5 FTE in each calendar quarter.

“Total compensation” means the cash and noncash dollar value earned by the executive during the contractor’s past fiscal year of the following (for more information see 17 CFR 229.402(c)(2)):

(1) *Salary and bonus.*

(2) *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

(3) *Earnings for services under non-equity incentive plans.* Does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

(4) *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.

(5) *Above-market earnings on deferred compensation which is not tax-qualified.*

(6) *Other compensation.* For example, severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property if the value for the executive exceeds \$10,000.

(b) This contract requires the contractor to provide products and/or services that are funded under the American Recovery and Reinvestment Act of 2009 (Recovery Act).

Section 1512(c) of the Recovery Act requires each contractor to report on its use of Recovery Act funds under this contract. These reports will be made available to the public.

(c) Reports from contractors for all work funded, in whole or in part, by the Recovery Act, and for which an invoice is submitted prior to June 30, 2009, are due no later than July 10, 2009. Thereafter, reports shall be submitted no later than the 10th day after the end of each calendar quarter.

(d) The Contractor shall report the following information, using the online reporting tool available at [www.FederalReporting.gov](http://www.FederalReporting.gov).

(1) The Government contract and order number, as applicable.

(2) The amount of Recovery Act funds invoiced by the contractor for the reporting period. A cumulative amount from all the reports submitted for this action will be maintained by the government's on-line reporting tool.

(3) A list of all significant services performed or supplies delivered, including construction, for which the contractor invoiced in this calendar quarter.

(4) Program or project title, if any.

(5) A description of the overall purpose and expected outcomes or results of the contract, including significant deliverables and, if appropriate, associated units of measure.

(6) An assessment of the contractor's progress towards the completion of the overall purpose and expected outcomes or results of the contract (*i.e.*, not started, less than 50 percent completed, completed 50 percent or more, or fully completed). This covers the contract (or portion thereof) funded by the Recovery Act.

(7) A narrative description of the employment impact of work funded by the Recovery Act. This narrative should be cumulative for each calendar quarter and only address the impact on the contractor's workforce. At a minimum, the contractor shall provide—

(i) A brief description of the types of jobs created and jobs retained in the United States and outlying areas (see definition in FAR 2.101). This description may rely on job titles, broader labor categories, or the contractor's existing practice for describing jobs as long as the terms used are widely understood and describe the general nature of the work; and

(ii) An estimate of the number of jobs created and jobs retained by the prime contractor, in the United States and outlying areas. A job cannot be reported as both created and retained.

(8) Names and total compensation of each of the five most highly compensated officers of the Contractor for the calendar year in which the contract is awarded if—

(i) In the Contractor's preceding fiscal year, the Contractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(ii) The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

(9) For subcontracts valued at less than \$25,000 or any subcontracts awarded to an individual, or subcontracts awarded to a subcontractor that in the previous tax year had gross income under \$300,000, the Contractor shall only report the aggregate number of such first tier subcontracts awarded in the quarter and their aggregate total dollar amount.

(10) For any first-tier subcontract funded in whole or in part under the Recovery Act, that is over \$25,000 and not subject to reporting under paragraph 9, the contractor shall require the subcontractor to provide the information described in (i), (ix), (x), and (xi) below to the contractor for the purposes of the quarterly report. The contractor shall advise the subcontractor that the information will be made available to the public as required by section 1512 of the Recovery Act. The contractor shall provide detailed information on these first-tier subcontracts as follows:

(i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.

(ii) Name of the subcontractor.

(iii) Amount of the subcontract award.

(iv) Date of the subcontract award.

(v) The applicable North American Industry Classification System (NAICS) code.

(vi) Funding agency.

(vii) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.

(viii) Subcontract number (the contract number assigned by the prime contractor).

(ix) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district if applicable.

(x) Subcontract primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district if applicable.

(xi) Names and total compensation of each of the subcontractor's five most highly compensated officers, for the calendar year in which the subcontract is awarded if—

(A) In the subcontractor's preceding fiscal year, the subcontractor received—

(1) 80 percent or more of its annual gross revenues in Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and

FAC 2005-32 MARCH 31, 2009

SUBPART 52.2—TEXT OF PROVISIONS AND CLAUSES

52.204-11

(2) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and

(B) The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Secu-

rities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

(End of clause)

52.205 {Reserved}

52.206 {Reserved}



**Thomas, Angela**

---

**From:** Williams, Duane  
**Sent:** Tuesday, April 21, 2009 5:53 PM  
**To:** Thomas, Angela  
**Subject:** FW: Notice to the Trade  
**Attachments:** image002.jpg; image001.jpg

FYI



Duane Williams  
Chief/Contracting Officer  
U.S. Department of Agriculture  
Livestock and Seed Program  
Commodity Procurement Branch  
Direct: 202-720-2784  
e-mail: [duane.williams@usda.gov](mailto:duane.williams@usda.gov)

---

**From:** [howard@frankenthalintl.com](mailto:howard@frankenthalintl.com) [mailto:[howard@frankenthalintl.com](mailto:howard@frankenthalintl.com)]  
**Sent:** Tuesday, April 21, 2009 5:47 PM  
**To:** Williams, Duane  
**Cc:** Dave Yanda; Denise Kitzerow; Jim Schwarzhoff; Bruce Jake Jacobson  
**Subject:** Re: Notice to the Trade

Hi Duane,

When we spoke yesterday afternoon, you asked that I call you back at your work phone or if after hours on your cell phone. I called your cell phone and left a message asking you to call me back and then left a similar message this morning on your work phone. I point this out only so that you don't think we took your request lightly.

As per Jim Schwarzhoff's suggestion, I forwarded the 'Notice to the Trade' to the attorney who represents Lakeside Foods Inc. After reviewing the document, it is his opinion that Lakeside is not required to disclose compensation information because it does not derive 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements...

Thank you for understanding.

Best regards,  
Howard

Sent from my BlackBerry® wireless device

---

**From:** "Williams, Duane"  
**Date:** Mon, 20 Apr 2009 15:41:30 -0400  
**To:** <[howard@frankenthalintl.com](mailto:howard@frankenthalintl.com)>  
**Subject:** Notice to the Trade  
As promised!

**From:** [Whisenant, Steve](mailto:Whisenant, Steve)  
**To:** [James, Ondray; wbiesterveld@lakesidefoods.com](mailto:James.Ondray; wbiesterveld@lakesidefoods.com)  
**Cc:** [OConnor, Martin; Olson, Steve; Doerscher, Darin](mailto:OConnor, Martin; Olson, Steve; Doerscher, Darin)  
**Subject:** FW: Lakeside Foods LS 128 Changes Est#1701(2-12-08)  
**Date:** Tuesday, February 12, 2008 1:11:44 PM  
**Attachments:** [ATTACHMENT.TXT](#)  
[#1701 LS128 Canned Luncheon Meat 2.5.08.pdf](#)

---

Ondray,

I have reviewed the changes submitted by Lakeside Foods to their LS 128 technical proposal. The change adequately addresses requirements of the IDCR for Canned Meats. SAT recommends the Contracting Officer accept the changes.

Steve

---

**From:** [wbiesterveld@lakesidefoods.com](mailto:wbiesterveld@lakesidefoods.com) [mailto:wbiesterveld@lakesidefoods.com]  
**Sent:** Thursday, February 07, 2008 7:32 AM  
**To:** Whisenant, Steve  
**Subject:** RE: LS 128 Changes Est#1701

Good Morning Steve:  
Sorry about that, Here is the changes for Canned Luncheon Meat.  
Take Care,  
Wendy

---

**From:** Whisenant, Steve [mailto:Steve.Whisenant@usda.gov]  
**Sent:** Wednesday, February 06, 2008 7:41 PM  
**To:** Wendy Biesterveld  
**Subject:** RE: LS 128 Changes Est#1701

Wendy,

The message you sent did not have the changes to your tech proposal attached.

Steve

---

**From:** [wbiesterveld@lakesidefoods.com](mailto:wbiesterveld@lakesidefoods.com) [mailto:wbiesterveld@lakesidefoods.com]  
**Sent:** Tuesday, February 05, 2008 10:55 AM  
**To:** Whisenant, Steve  
**Subject:** LS 128 Changes Est#1701

Good Morning Steve:  
During my last Audit it was noticed that I had not specified the time for meat handling. I have revised my proposal and highlighted changes.  
Could you review for approval?

Thank You,  
Wendy Biesterveld  
Lakeside Foods @ Plainview, MN  
Quality Assurance Manager - Vegetable Operations  
507-534-5065

**From:** [Whisenant, Steve](#)  
**To:** [James Ondray](#)  
**Cc:** [O'Connor, Martin](#); [wbiesterveld@lakesidefoods.com](mailto:wbiesterveld@lakesidefoods.com)  
**Subject:** FW: Minor Change LS-128 Lakeside Foods  
**Date:** Tuesday, May 15, 2007 1:59:31 PM  
**Attachments:** [ATTACHMENT.TXT](#)  
[# 1701 LS128 Canned Beef Pork 5.15.2007.pdf](#)

---

Ondray, Wendy,

I have reviewed the changes to Lakeside Food's LS 128 technical proposal. The modifications are sufficient to address the requirements of the IDCR for canned beef and pork. SAT recommends the Contracting Officer accept the submitted changes to the proposal.

Steve Whisenant

---

**From:** [wbiesterveld@lakesidefoods.com](mailto:wbiesterveld@lakesidefoods.com) [mailto:[wbiesterveld@lakesidefoods.com](mailto:wbiesterveld@lakesidefoods.com)]  
**Sent:** Tuesday, May 15, 2007 12:03 PM  
**To:** Whisenant, Steve  
**Subject:** Minor Change LS-128 Lakeside Foods

Hello Steve:

We noticed a minor mistake in our Beef and Pork proposal. Under IDCR 1. c) (2) Handling: it states that we need to address time and temperature controls. I added time control on page 3 (our page 1) in blue font no deletions were made. And changed Form #7 highlighted in yellow

I noticed another mistake on page 6 (our page 4) I struck out 14% and inserted 15% in two places.

If you could review and advise your recommendation, that would be appreciated.

Take Care,  
Wendy Biesterveld