



United States
Department of
Agriculture

Farm
Service
Agency

Kansas City Commodity Office
Post Office Box 419205
Kansas City, Missouri 64141

Date: August 14, 2007

FAX NO. (816) 926-6381 or (816) 926-6767

COMMODITY EXCHANGE 1D

The Commodity Credit Corporation (CCC) desires to exchange CCC-owned bulk wheat for canned boned poultry delivered to various locations.

CCC seeks offers for 5,775,000 pounds (154 truck loads) of canned boned poultry produced and packaged in accordance with Requirements Documents CBP-07 Canned Boned Poultry, Exhibit A.

Offers and any modifications or withdrawals of offers must be received in the Kansas City Commodity Office (KCCO) by 2:30 p.m., CDT, Wednesday, August 29, 2007.

CCC will telephone contractor with notice of acceptance by: 9:15 a.m., CDT, Thursday, August 30, 2007.

Public release of award information will be after 1:30 p.m. CDT, August 31, 2007.

All lots of CCC-owned bulk wheat included in catalogs "wheat grades 1 and 2" and "wheat grades 3 and below" are available to offer for exchange. A list of Uniform Grain and Rice Storage Agreement (UGRSA) warehouse names and locations together with the quality and net bushel quantity of CCC-owned bulk wheat is available at <http://www.fsa.usda.gov/FSA/webapp?area=home&subject=coop&topic=pas-sa>. KCCO strongly urges prospective contractors to contact the storing warehouse operator to arrive at the terms and conditions applicable for delivery of the wheat prior to offering to exchange canned boned poultry for CCC-owned bulk wheat.

The offerors will offer for a quantity of CCC-owned bulk wheat listed on the CCC-owned bulk wheat listings, designating a specific lot number(s) in exchange for the quantity of/or portion of canned boned poultry as requested on the attached offer form. In formulating the offer, the offeror should note that CCC-owned bulk wheat will be received by the contractor instore, at storage locations specified in the CCC-owned bulk wheat listings.

Successful offerors will be required to deliver one (1) or more trucks, up to the total number of trucks awarded, to one (1) or more locations within a region. Deliveries may include one stop and a final delivery except Hawaii which may include up to four stops. Prior to the beginning of the delivery periods for each month, CCC will provide notices to deliver via electronic mail that will have contact information and exact delivery locations. A list of anticipated quantities and destinations is attached. Deliveries may not be limited to these destinations. Offerors should review the offer form and the anticipated delivery locations to determine possible multiple stop locations.

Offers must be made on a lot by lot basis and cannot be contingent on the acceptance of another lot. Warehouse lots may be split for each line item in order to arrive at the intended offer quantity. CCC may accept or reject any or all offers or portions thereof.

All costs for transportation/manufacturing/handling of canned boned poultry from the processor's plant to the final destination are for the contractor's account.

Any differences between quantity and quality of CCC-owned bulk wheat received by the contractor are to be settled between the storing warehouse operator and the contractor. CCC will not facilitate this settlement.

The successful offerors shall furnish a performance bond or other financial instrument appropriate and approved by CCC, for the protection of the Government in an amount equal to 100 percent of the market value of the CCC-owned commodity awarded to the successful offeror through the Exchange. The market value will be as of the date of contract award, as determined by CCC. The bond shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. The successful offeror has the option to furnish an "Irrevocable letter of credit" (ILC) in lieu of a performance bond. An ILC, as used in this clause, means a written commitment by a federally insured financial institution to pay all or part of a stated amount of money, until the expiration date of the letter, upon presentation by the Government (the beneficiary) of a written demand therefore. Neither the financial institution nor the successful offeror can revoke or condition the letter of credit. The ILC shall be in an amount equal to 100 percent of the market value of the CCC-owned commodity awarded to the successful offeror through the Exchange. The letter of credit shall be irrevocable, shall require presentation of no document other than a written demand and the ILC (including confirming letter, if any), and shall be issued/confirmed by an acceptable federally insured financial institution. The ILC shall have an initial expiration date to cover, at a minimum, the entire period from time of award until the entire quantity of product to be supplied by the successful offeror/Contractor is delivered as specified.

The performance bond or other financial instrument must be received within 10 business days of notification of award. CCC will transfer title to the CCC-owned bulk wheat within 2 business days of receipt of the performance bond or other financial instrument approved by CCC for this invitation, and CCC will pay for storage charges through the date title is transferred. The stop storage date on lots released to the successful offeror will be shown on the wire release. Warehouse receipts will be mailed to the storing warehouse operator using overnight mail. CCC will instruct the storing warehouse operator to cancel the warehouse receipts and hold the wheat in open storage for the successful offeror's account. If interested, the successful offeror may request that the storing warehouse operator issue new warehouse receipts to the successful offeror.

The successful offeror is responsible for paying load out charges, plus any storage charges incurred after CCC transfers title to the CCC-owned bulk wheat in store. The storage and handling rates contained in the CCC Schedule of Rates will apply to wheat until loaded out, provided the transferee, in writing, orders the wheat loaded out for immediate shipment within 30 days after the date title is transferred. If the transferee does not request, in writing, load out within 30 days after the date title is transferred, the storage and handling rates applicable to the transferee for the wheat shall not exceed CCC's Schedule of Rates in effect at the time of title transfer until the earlier of: 1) 60 days, or 2) title to the wheat is transferred by the transferee to another party, or 3) the transferee loads the wheat out of the warehouse.

CCC will release the performance bond, or other financial instrument, and acknowledge receipt of the canned

boned poultry when the successful offeror submits the following documentation to USDA/FSA, P.O. Box 419205, Mail Stop 8718, Kansas City, MO. 64141-6205:

- USDA Form KC-269 (Notice to Deliver) or commercial invoice form;
- Origin USDA Poultry Products Grading Certificate issued at time of checkloading; and
- A copy of the Bill of Lading or other commercial receipt signed by recipient agent evidencing delivery date and quantity of canned boned poultry delivered in good condition.

These documents are to be provided to CCC at no additional cost.

Any actual damages suffered by CCC resulting from any failure or refusal of successful offeror to perform shall be for the account of the successful offeror. Such actual damages shall include, but not be limited to, the fair market value of the canned boned poultry, as determined by CCC.

The end product delivered must be entirely produced in the United States from commodities produced in the United States. Produced in the United States means manufactured, processed, mined, harvested, or otherwise prepared for sale or distribution, from components originating in the United States, its territories or possessions, the Commonwealth of Puerto Rico, or the Trust Territories of the Pacific Islands (hereinafter referred to as the United States). Components originating in the United States that have been exported, and subsequently imported back into the United States, will not be considered as having been produced in the United States. The successful offeror will maintain records evidencing product origin and will make such records available for review by the Government.

EVALUATION OF OFFERS

Offers will be evaluated based on truck loads of canned boned poultry offered in relation to the value of CCC-owned bulk wheat to be acquired by the offeror in this exchange, as determined by CCC. CCC reserves the right to accept offers most advantageous to the government, which may not necessarily reflect the lowest exchange ratio.

SUBMISSION OF OFFERS

CCC reserves the right to refuse to consider an offer if it does not have adequate information to determine the responsibility of offeror, financially or otherwise, or if CCC determines, upon the available information, that the offeror is not presently responsible. First time offerors for canned boned poultry contracts should notify CCC prior to submission of an offer.

Offers must be submitted by facsimile. In all cases, offers shall be addressed to: **Kansas City Commodity Office, Domestic Procurement Division Bid Box.**

- Facsimile Numbers are 816-926-6381 or 816-926-6767. For facsimile submission assistance, please contact KC Administrative Office Communications Center at 816-823-1012.

The time recorded by the facsimile as offeror's transmission time will be used to determine the time of receipt by CCC. OFFERORS ARE RESPONSIBLE FOR THE TIMELY RECEIPT OF OFFERS AND ANY AMENDED OFFERS. No offers, modifications, or withdrawals will be accepted by telephone.

Further information may be obtained by contacting:

Kansas City Commodity Office
Domestic Procurement Division
P.O. Box 419205, Stop 8718
Kansas City, Missouri 64141-6205
Jeff Jackson at 816-926-2530

Information regarding commodity requirements may be directed to USDA Agricultural Marketing Service, Valerie Dinkel at 202-690-1369.

/s/

Steven P. Miteff,
Deputy Director,
Kansas City Commodity Office

Exhibit
Attachments

Exhibit A



**REQUIREMENTS DOCUMENT
CBP-07**

CANNED BONED POULTRY

August 2007

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I. GENERAL

A. Product Description

Canned boned poultry (commodity) produced from the classes of ready-to-cook chickens (poultry) described in this Specification will be packaged and packed in the following form:

Canned Boned Chicken (211212) - Twelve and one-half ounces (354 g) of commodity must be packaged in a 401 x 204 size metal can and packed 48 cans in each fiberboard shipping container. A purchase unit will consist of 1,000 shipping containers totaling 37,500 pounds (17,030 kg).

B. Food Defense Requirements

Contractors and Subcontractors participating in the commodity purchase program must have a documented food defense plan that provides for the security of a plant's production processes and includes the storage and transportation of finished product after production. 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 food defense plan shall be made available to the Department of Agriculture's (USDA) Agricultural Marketing Service (AMS) Auditor immediately upon request. Verification of the Food Defense Program at the processing, storage, and distribution facility will be conducted by the USDA, AMS Auditor.

C. Commodity Complaints

The contractor/producer must immediately report all complaints received on the commodity to the Agricultural Marketing Service (AMS)/Poultry Programs (PY) Commodity Procurement Branch at (202) 720-7693

D. Humane Handling

All poultry shall be humanely handled in accordance with all applicable United States Department of Agriculture (USDA)/Food Safety and Inspection Service (FSIS) regulations, directives, and notices.

II. COMMODITY SPECIFICATIONS

A. Basic Requirements

1. Date Processed. The commodity must not be processed and packaged prior to the date of contract award.

2. Poultry Kind and Class. The commodity must be produced from fowl or roosters (AMS § 70.201).

3. Origin of Poultry. The commodity must be produced from poultry that was produced, raised, and processed in the United States, its territories or possessions, the Commonwealth of Puerto Rico, or the Trust Territories of the Pacific Islands. If the contractor processes or handles poultry carcasses and parts originating from sources other than the United States, its territories or possessions, Puerto Rico, or the Trust Territories of the Pacific Islands, the contractor must have an acceptable identification and segregation plan for these poultry carcasses and parts to ensure they are not used in the commodity produced under Requirements Document CBP-07. This plan must be made available to a representative of the Grading Branch, Poultry Programs, Agricultural Marketing Service (AMS), United States Department of Agriculture (USDA) (Grader) upon request. The contractor must ensure that both the contractor and subcontractor(s) maintain records such as invoices, or production and inventory records evidencing product origin, and make such records available for review by the Grader or other Government official(s).

4. Inspection. Processing operations must comply with Poultry Products Inspection Regulations (9 CFR Part 381) and be under the supervision of an Inspector with USDA's Food Safety Inspection Service (FSIS). Inspection for contract and specification compliance will be in accordance with the Regulations Governing the Voluntary Grading of Poultry Products and Rabbit Products (7 CFR Part 70) and the U.S. Classes, Standards, and Grades for Poultry (AMS 70.200 et seq.) under the supervision of a Grader. The Grader will be responsible for certification of compliance with the requirements of this Specification for poultry; cooked poultry carcasses and poultry parts; formulation of commodity; canned thermal-processed commodity; drained weight and net weight; packaging and packing; labeling and marking; sampling; and checkloading.

5. FSIS Requirements. The commodity must be produced and processed in a FSIS federally inspected establishment, be accurately marked and/or labeled, and meet all FSIS regulatory requirements, including all microbiological testing requirements, currently in place.

6. Poultry from Other Plants. Frozen and chilled poultry and poultry parts may be transferred or obtained from other plants, provided they: (a) have been processed, handled, and identified in accordance with this Specification, and (b) comply with the organoleptic and other applicable requirements of this Specification as evidenced by USDA certification.

a. Type, kind, and class of poultry; date slaughtered or date placed in frozen storage, as applicable; and USDA-assigned plant number must be shown on each shipping container.

b. The poultry and poultry parts must be at an internal product temperature not higher than 40 °F (4.4 °C) when shipped from the origin plant and when received at the destination plant.

7. Frozen Poultry. Frozen poultry and poultry parts may be used if they have been: (a) packaged to protect the product from freezer burn, dehydration, and quality deterioration during storage, (b) labeled as to kind and class of poultry and identified so the time in storage can be determined, and (c) held in frozen (0° F/-17.8° C) storage for not more than 60 days.

8. USDA Sampling Option. USDA may select additional product for further inspection or may draw samples for laboratory analyses.

B. Prerequisites for Poultry

1. Unacceptable Meat. Mechanically separated meat (comminuted), giblets, and kidneys cannot be used in preparing the commodity.

2. Organoleptic Requirements. The poultry and poultry parts will be examined on a continuous basis for the following organoleptic requirements: Poultry and poultry parts must be free of rancidity; free of fruity, sulfide-like, cardboardy, tallowy, oily, oxidized, metallic, chlorine, or other off-odors; free of foreign materials (e.g., glass, paper, rubber, plastic, metal); must show no evidence of mishandling or deterioration; and must have a bright color and show no evidence of freezer burn or dehydration, or thawing and refreezing. Any sample of poultry and poultry parts that does not comply with the organoleptic requirements will be rejected for use under this Requirements Document.

C. Processing, Formulation, and Requirements for Commodity

1. Processing Requirements. The commodity must be prepared from cooked poultry meat; broth from cooked poultry, or water; and salt. The use of the words--meat, and broth--in this section means poultry meat, and poultry broth prepared from one of the kinds and classes of poultry specified in II.A.2.

2. Cooking.

a. Poultry without giblets and poultry parts may be: (1) cooked with water without pressure, (2) pressure cooked, or (3) steam cooked. The method of cooking must produce a cooked product free of overcooked, burnt, scorched, bitter, metallic, cardboardy, rancid, or other flavors or odors foreign to properly cooked chicken.

b. Cooked meat may be held at 40 °F (4.4 °C) or lower for not more than 5 days from time of cooking until canned, or the chilled cooked meat may be frozen and held at an internal product temperature of 0 °F (-17.8 °C) or lower.

3. Meat Defects.

a. Organoleptic defects. The cooked meat will be examined on a continuous basis for compliance with the organoleptic requirements shown in Table 1. If the cooked meat does

not comply with the organoleptic requirements, it will be rejected for use under this Requirements Document.

Table 1. Cooked Poultry Meat
Organoleptic Requirements and Defects

Organoleptic Requirements:	The meat must be free of skin and foreign materials (e.g., glass, paper, rubber, plastic, metal); and odors which are not characteristic of properly cooked and handled poultry meat; for example, rancid, metallic, stale, sour, or scorched.
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4. Size Reduction of Meat.

a. Meat. The meat must be processed in a manner that will minimize stringy texture. The larger pieces of meat, to include breast portions and thigh portions, must be cut into chunks which are a minimum of 1.25 inch (1 ¼ inch) (3.18 cm) in size.

5. Formulation. The following proportions of meat, and broth or water must be used in preparing the commodity:

	<u>Percent by Weight</u>
Meat in Natural Proportion	80.00
Salt	0.50
Broth or Water (maximum)	<u>19.50</u>
	100.00

6. Meat in Natural Proportions. The combined amount of white and dark meat as specified in the formula, II.C.5., must be prepared according to one of the following methods:

a. Cooked white and dark meat in natural proportion as removed from the cooked whole fowl carcass.

b. Formulated on a weight basis to contain a minimum of 50 percent cooked white meat and a maximum of 50 percent cooked dark meat. The method used by the Contractor must have established control procedures, processing sequence, product flow, and methods for handling the pulled cooked white and dark meat to ensure that: (1) the natural proportion of cooked white and dark meat is maintained, (2) no white meat is removed for other uses, and (3) no dark meat is added from other sources. Hand deboned wing meat and neck meat are not allowed in the natural proportion white and dark meat. These procedures and methods must be reviewed and found acceptable by supervisory personnel of the Grading Branch, Poultry Programs, AMS, before they can be used to produce white and dark meat for this Requirements Document.

7. Broth or Water.

a. Broth or potable water must be used in the commodity. Broth used must be a flavorful broth from the un-pressurized cooking of not less than two or more than four batches of

poultry in the same broth. A continuous cooking method may be used, provided water is added during the cooking operation and the process results in a broth equivalent to that described in the preceding sentence. Broth from one batch of pressure-cooked poultry may be used. Broth produced by cooking only fat and bones cannot be used. Broth must be maintained at a temperature of 160 °F (71.1 °C) or higher or must be chilled to and maintained at a temperature of 40 °F (4.4 °C) or lower within 4 hours of preparation. Broth may not be held for more than 48 hours unless the broth is frozen or dried.

b. Other methods of preparing broth or handling the broth may be approved by the Deputy Administrator of Poultry Programs, in writing. (Approvals will be granted on an individual plant basis after a review of the process and when the resulting method is found acceptable by supervisory personnel of the Grading Branch, Poultry Programs.)

c. Broth must be free from bitter, rancid, metallic, cardboardy, soapy, scorched, burnt, overcooked, stale, and other off-odors or off-flavors foreign to properly processed chicken broth.

8. Packaging. All packaging materials must be clean and in new condition, must be tamper-evident, and must not impart odors or flavors to the product. Tamper-evident is defined as packaging and packing materials with one or more indicators of barriers to entry, which, if breached or missing, can reasonably be expected to provide visible evidence that tampering has occurred. A supplier of packaging material must furnish a guaranty that the packaging material complies with FSIS regulations (9 CFR § 381.144).

a. Packaging material. The commodity must be packaged in cans. The cans must be metal, round, and open-style with welded side seams. They must be equivalent in construction, base plate (tinplate or chromium-coated steel), and enamel/coating to those in commercial use for the commodity specified in this Requirements Document.

b. Filling cans. Cans may be filled by first adding the meat to each can and then adding the broth or water to each can, or filling with a mixture of meat, and broth or water and salt. Appropriate amount of salt may be dissolved in either broth or water prior to filling the can, or appropriate amount of salt may be added to each can prior to filling with meat and broth or water. Twelve and one-half ounces (354 g) net weight of commodity must be packed in 401 x 204 size metal cans.

9. Net Weight. The net weight of the commodity will be determined in accordance with Poultry Programs' procedures.

D. Thermal Processing

The filled can must be filled allowing adequate headspace to create vacuum after processing, hermetically sealed, and thermal-processed in accordance with FSIS regulations. The thermal-processed commodity must have a stable shelf life under the conditions of long-term, non-refrigerated storage and transportation. The exterior of the can must be dry, clean, and free from rust, fat, and grease before packing into shipping containers.

E. Lots, Sublots, and Sampling

1. Definition of a Lot.

- a. A lot is defined as the amount of commodity produced during a processing shift.
- b. Unless otherwise specified, the commodity will be: (1) sampled, examined, and tested; and (2) accepted or rejected.

2. Definition of a Sublot.

- a. A lot may be separated into sublots for the purpose of sampling and determining drained weight and compliance with organoleptic and commodity defect requirements. If this option is used, the commodity must be sampled as outlined in II.E.3.
- b. Commodity sampled and analyzed on the basis of sublots will be accepted or rejected.

3. Definition of a Sample.

- a. A sample is one 12.5 oz. (354 g) can of commodity or its equivalent.
- b. The Grader will draw samples at random for compliance with the organoleptic requirements, and determination of fat content and drained weight after thermal processing as determined by the contractor/processor. The Grader will collect sample cans from each lot or sublot at random **prior to** or **after** thermal processing to examine for the commodity defects (see II.F.3.). The contractor/processor must select a sampling option (either option I or option II) prior to the start of production.

(1) If the contractor/processor elects to sample cans **prior to** thermal processing (option I), the number of samples from a lot for the drained weight, and the determination of organoleptic and defect requirements will be as detailed in Table 2.

(a) For the determination of organoleptic and defect requirements under option I, no additional separation of the lot into sublots will be allowed.

(b) Samples for organoleptic requirements (see II.F.2.) and drained weight determination (see II.F.1.) will be drawn after thermal processing (option II) and will represent 1 day's production.

Table 2. Samples Drawn Online From a Lot or Sublot - *Option I*

12.5 oz. (354 g) cans		
Lot or Sublot	Organoleptic Requirements and Defects	Drained Weight
Lot	5 cans per Sampling interval	24 cans
Sublot*	5 cans per Sampling interval	12 cans

* The total number of samples drawn from all sublots in a lot must be equal to or greater than those specified for a lot.

(2) If the Contractor/Processor elects to sample cans **after** thermal processing (option II), the sampling of commodity from a lot or a sublot will be as detailed in Table 3.

Table 3. Samples Drawn From a Lot or Sublot - *Option II*

12.5 oz. (354 g) cans		
Total No. of Cans	Drained Weight	Organoleptic Requirements and Defects
	Number of Cans	
Lot Total = 32 cans	First 24 cans	First 24 + 8 cans
Sublot * Total = 16 cans	First 12 cans	First 12 + 4 cans

* The total number of samples drawn from all sublots in a lot must be equal to or greater than those specified for a lot.

F. Requirements for Thermal-Processed Commodity

1. Drained-Weight Requirements and Determination.

a. Samples. After thermal processing, the Grader will randomly draw sample cans (as defined in II.E.3.b.) to determine drained weight.

Filled 12.5 oz. can requirements. The 12.5 oz. (354 g) filled cans from a lot or subplot must average not less than 10.0 oz. (283.5 g) of commodity on a drained-weight basis.

b. Rejections. A lot or subplot of filled cans with a drained weight averaging less than 9.6 oz (272 g) will be rejected.

c. Determination. The drained-weight of the sample cans will be determined 24 to 72 hours after the day of the processing shift in which the product was produced. The contents of each sample can will be weighed after draining product, with a No. 8 sieve, for 2 minutes. The temperature of the commodity at time of weighing must be $75^{\circ} \pm 5^{\circ}\text{F}$ ($23.9^{\circ} \pm 2.8^{\circ}\text{C}$). The average drained-weight results will be reported to the nearest 10th of an ounce on the USDA shipping certificate.

d. Rejected product. If the commodity in a lot or subplot is rejected for drained weight, the contractor/processor may request an appeal which must be performed within 6 calendar days from the end of the processing shift on which the product was produced. The contractor/processor may remove cans suspected of being out of compliance and re-offer the balance of the lot or subplot once for acceptance. Those cans determined out of compliance with drained weight requirements will be rejected, but may be reworked in accordance with II.F.4.

2. Organoleptic Requirements. After thermal processing, the commodity will be sampled (as defined in II.E.3.) and examined for compliance with the following organoleptic requirements: The commodity must have an appetizing appearance, odor, flavor and texture, and must be free of off-flavor or off-odors; for example, overcooked, burnt, scorched, sour, stale, cardboardy, metallic, bitter, or rancid. A lot or subplot of commodity that does not comply with these organoleptic requirements will be rejected for use under this Requirements Document.

3. Commodity Defects. The Contractor/Processor may select one of the two options (II.F.3.a. or II.F.3.b.) for the examination of commodity defects. Once an option is selected, the contractor/processor may not change options until the end of 1 day's production. Samples of commodity with more defects than the maximum tolerance for either option will result in the rejection of the lot or subplot the samples represent.

a. Option I - Examination prior to thermal processing. The samples (see II.E.3.b. (1) for sampling) will be randomly selected online prior to canning or thermal processing and examined for the defects shown in Table 5.

(1) The number of defects allowed will be those outlined in Poultry Programs' SPL-2. Separate examinations will be made for: (1) bone and (2) other defects.

(2) Regardless of the kind and number of defects (within Table 5) found, any sample with bone or hard bone-like material greater than 0.40 inch (1.02 cm) will be cause for the rejection of the product the sample represents.

(3) If the number of bone defects exceeds the maximum for the "target" level for the respective defect or results in a rejection, the frequency of sampling for bone defects will be increased to a sample drawn twice each sampling interval until the cumulative number of bone defects reverts back to the "target" level.

(4) If the sample has more defects than the maximum tolerance for the sample plan, the product the sample represents will be rejected.

Table 5. Commodity Defects - Option I

<p>Defects - Meat:</p> <p>Bone:</p>	<p>A defect for meat is the presence of:</p> <p>Bone or hard bone-like material in a sample greater than 0.40 inch (1.02 cm)</p> <p>Bone or hard bone-like material in a sample less than or equal to 0.40 inch (1.02 cm).</p>
<p>Other:</p>	<p>Dark colored (due to blood) vein or artery more than 1 inch (2.54 cm) in length; or</p> <p>Bruises, blood clots, and moderate discolorations that exceed an area equivalent to a circle with a diameter of 0.30 inch (0.76 cm); or</p> <p>Presence of skin</p>

b. Option II - Examination **after** thermal processing.

(1) After drained weight determination, the samples (see II.E.3.b.(2) for sampling) will be examined for the defects shown in Table 6.

(2) Separate examinations will be made for: (1) bone and (2) other defects. The number of defects allowed in a sample representing a lot or subplot will be as shown in Table 6.

(3) Regardless of the kind and number of defects (within Table 6) found, any sample with bone or hard bone-like material greater than 0.40 inch (1.02 cm) will be cause for the rejection of the product the sample represents.

(4) If the sample has more defects than the maximum tolerance for the sample plan, the product the sample represents will be rejected.

Table 6. Thermal-Processed Commodity Defects Allowed - Option II

	Defects	Tolerance
Meat:	A defect for meat is the presence of Bone or hard bone-like material * greater than 0.40 inch (1.02 cm) in a sample.	Rejected.
Bones:	Bone or hard bone-like material * less than or equal to 0.40 inch (1.02 cm) in a sample.	6 bones permitted per lot
		3 bones permitted per subplot
Other:	Dark colored (due to blood) vein or artery more than 1 inch (2.54 cm) in length. Bruises, blood clots, and moderate discolorations that exceed an area equivalent to a circle with a diameter of 0.30 inch (0.76 cm).	10 defects permitted per lot
		5 defects permitted per subplot
Skin:	Presence of Skin	Rejected

* Bone or hard bone-like material is material that does not break up or disintegrate when subjected to pressure from a spatula, flat side of a knife, or fork.

4. Reworked Commodity.

a. Sample cans examined by the Grader or product rejected for defects exceeding the maximum tolerances, drained weight, or fat content may be reworked and incorporated into formulated batches of product, prior to thermal processing, provided:

- (1) The defects are removed from the product;
- (2) The product is incorporated at a maximum of 5 percent of the formulated batch; and
- (3) Product removed from cans must be reworked into a batch within 72 hours.

b. X-ray equipment may be used to examine product to be reworked provided:

- (1) The equipment and x-ray examination procedures are found to be in compliance with FSIS regulations and procedures; and
- (2) A Grader monitors the x-ray and rework procedure.

(3) The contractor/processor may remove product cans from a lot or subplot suspected of containing defects after the x-ray examination and the balance of the lot or subplot may be reoffered for acceptance. Product containing defects may be reworked once.

5. Contaminated Commodity. A lot or subplot of commodity that contains foreign matter--for example, paper, plastic, rubber, or metal--will be handled by FSIS. Samples that contain comminuted meat, giblets, or kidneys will result in rejection of the lot or subplot the samples represent.

6. Packing. All packing materials must be clean and in new condition and must not impart odors or flavors to the product.

a. Shipping containers. Shipping containers must: (1) be good commercial fiberboard containers that are acceptable by common or other carrier for safe transport to point of destination; (2) be of such size to pack the commodity without slack filling or bulging; (3) withstand the stresses of handling, shipping, stacking, and storage; and (4) be closed by commercially acceptable methods and materials. Steel or wire straps or staples must not be used for the final closure. Adhesive or staples cannot be used to fasten the top portion of telescope-style containers to the bottom portion. However, staples may be used to manufacture and to assemble the fiberboard shipping containers, provided the staples are fastened into the container and tightly clenched to eliminate sharp edges prior to packing the commodity into the shipping containers.

b. 12.5 oz. cans. Two cans must be shrink wrapped after stacking end-on-end and the pair of cans stacked two high and packed in a shipping container. Forty-eight 12.5 oz (354 g) cans of commodity must be packed four in length, three in width, four cans high in each shipping container.

III. LABELING

Commercial labeling (III.A.) must be used. Both the packages and shipping containers within a purchase unit must be labeled in commercial label format.

A. Commercial Labeling Requirements

Commercially labeled packages and shipping containers must be labeled in accordance with FSIS requirements. Labeling must be approved by FSIS prior to acceptance for use under this Requirements Document.

1. Distributor Labels. Commercial labels must be the processor's own commercial label. Distributors' labels are not allowed.

2. Traceable Product. The processor must establish a product identification and record system that clearly links product by place and time of manufacture to specific USDA contracts and destinations. When the company uses the same commercial label for the product certified as complying with this Specification and commercial product, the identification system must differentiate between USDA and non-USDA products. An alpha numeric code may be used for information that is in addition to FSIS labeling requirements. The required product identification

and record system, including codes, must be reviewed by USDA before production begins for the contract(s).

B. Additional Labeling Issues

The following are not acceptable for use under this Specification:

1. Commercial labels that do not have a processor traceability system and code.
2. Commercial labeling traceability coding and systems that have not been reviewed by a representative of Poultry Programs, Grading Branch.
3. Distributor commercial labels.
4. Two or more different commercial labels in the same purchase unit.

IV. FINAL EXAMINATION OF PACKAGED AND PACKED COMMODITY

A. Verification of Materials and Defects

1. Verification of Packaging and Packing Materials.

The contractor must verify compliance with packaging, packing, and marking material requirements by furnishing the Grader the following certification on company stationery signed by a person authorized to do so by the contractor:

"(I) (We) certify that the packaging, packing, and marking materials used for any commodity presented for acceptance under the terms of Requirements Document CBP-07 for Canned Boned Poultry comply or will comply with the terms of Requirements Document CBP-07.

Name _____

Title _____"

One certification is adequate for all production under Requirements Document CBP-07.

2. Container, Labeling, and Marking Defects.

a. Defects. Cans and shipping containers will be examined for container, labeling, and marking defects in accordance with the United States Standards for Condition of Food Containers and the USDA publications "Procedures for the Inspection of the Condition of Food Containers" and "Visual Aids for Inspection for Metal Containers."

b. Tolerance for defects. If samples of packaged commodity or the shipping containers in a delivery unit have more defects than the maximum tolerance for the applicable Poultry Programs' sample plan, the delivery unit will be rejected.

B. Inspection and Checkloading

1. Requirements. Inspection for contract compliance will be made by a USDA representative, in accordance with 7 CFR Part 70, FSIS regulations, and this Requirements Document, at site of processing, both during and after processing and packaging. A USDA representative may select samples for laboratory analyses or inspect the commodity at any point in transit and after delivery to point of destination. Inspection records must be complete and made available to USDA, as requested, to assure contract compliance.

2. Procedures. The inspection and checkloading must be performed by the Grader. Procedures to be followed and a schedule of fees for these services may be obtained by contacting the nearest Grading Branch field office or the Chief of Grading Branch, Poultry Programs, AMS, USDA, Room 3938-S, STOP 0258, 1400 Independence Avenue, SW, Washington, D.C. 20250-0258, telephone (202) 720-3271. The quality, quantity, weight, packaging, packing, and checkloading of the commodity must be evidenced by USDA certification. The contractor must not ship the commodity unless informed by the Grader that the designated lot or subplot to be shipped meets contract requirements.

V. UNITIZATION

Each delivery unit of canned boned poultry must be unitized (palletized and stretch-wrapped) and comply with the following:

A. Pallets

Pallets must be good quality, wood, 48 inches x 40 inches, nonreversible, flush stringer, and partial four-way entry. Each pallet of shipping containers must be stretch-wrapped with plastic film in a manner that will secure each container and layers of containers on the pallet. Palletized product must be loaded in a way that will prevent shifting and damage to containers of product. Pallet loads shall be stacked in a manner that minimizes the overhang of the shipping containers over the edges of the pallets and exposes the principal display panels to facilitate certification examinations.

B. Pallet Exchange

Contractors may arrange for pallet exchange with consignees; however, USDA is in no way responsible for such arrangements.

VI. SHIPMENT AND DELIVERY

Shipment and delivery must be made in accordance with Requirements Document CBP-07 and the applicable exchange. In addition, the contractor must adhere to the following provisions:

A. Contract Compliance Stamp

Each shipping container must be identified with a USDA Contract Compliance stamp with the applicable certificate number. A Grader, or other authorized personnel under the supervision of the Grader, will stamp one end of each shipping container prior to shipment. If there is

inadequate space available on either end of the shipping container, the stamp may be applied to a side of the container.

B. Grading Certificate

A copy of the original USDA Certificate issued at time of checkloading must accompany each shipment.

1. Railcar or Piggyback. If shipment is by rail or piggyback, the certificate must be placed in the railcar or trailer for easy access to the Grader, warehouse operator, or consignee, as applicable.

2. Trucks. If shipment is by truck, the driver must, upon delivery, give the certificate to the Grader, warehouse operator, or consignee, as applicable.

C. Loading and Sealing of Vehicles

Loading must be in accordance with good commercial practices and the initial sealing must be done at origin under the supervision of a Grader. Thereafter, 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. Suppliers of commodities, products and/or services shall be responsible for placing a seal(s) on all doors of each transportation conveyance upon completion of loading or servicing. Seals shall be serially numbered, barrier-type and meet the American Society for Testing and Materials (ASTM) standards. Seals shall be 1/8th inch diameter cable, high security bolt, or equivalent. 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 will result in rejection of the shipment by the recipient agency at the next scheduled stop and rejection of any subsequent deliveries on the trailer or railcar.

1. Railcar. Each railcar must be sealed. The Contractors are responsible for arranging railcar deliveries of more than one delivery unit so that each delivery unit contained in the same railcar can be completely separated, secured and sealed.

2. Truck or Piggyback. Truck or piggyback shipments must be sealed at origin. A delivery unit shipped by truck or piggyback which includes split deliveries to multiple destinations will require separation by sealing after each drop.

D. Delivery Notification

The contractor must follow the instructions in the Notice to Deliver issued by the Kansas City Commodity Office (KCCO) concerning delivery notification. Such notification and information of impending delivery are vital in proper execution of delivery. The contractor must notify the State distributing agency and the consignee of shipment per instructions in the Notice to Deliver. For rail or piggyback shipments, notification shall be made on the day of shipment. For truck shipments, notification of the estimated arrival time should be made as far in advance of delivery as possible. In addition, for truck or piggyback shipments, the contractor must request and keep scheduled appointment(s). Unloading appointments for truck or piggyback shipments must be requested from the consignee contact party(ies) at least 24 hours in advance of delivery.

1. In-Plant Deliveries. When in-plant delivery is made, the contractor must notify the appropriate resident Grader and furnish applicable information.

2. Delivery In Storage. Delivery may be made in store provided the destination in the Notice to Deliver and the place the contractor has the commodity in storage are the same. Inspection and certification by a Grader are also required for transfers in store.

E. Split Deliveries

The contractor is responsible to deliver the quantity stated on each Notice to Deliver to each destination. Contractors must provide to the Grader, at time of shipment, the number of boxes and pounds for each destination. At the option of the contractor, a purchase unit with two or more Notices to Deliver (split deliveries) for multiple destinations may be delivered on separate trucks provided each truck ships the total quantity stated on the Notice to Deliver. Any additional costs will accrue to the contractor's account.

Commodity Exchange No 1D

Anticipated Delivery Locations

Region: 1

Delivery Period: 01/2008

Delivery Location				
State	City	Name	Cases	Trucks
MD	BALTIMORE	OVERFLO PUBLIC WAREHOUSE	4,000	4.000
NH	CONCORD	SURPLUS DISTRIBUTION SECTION	1,000	1.000
NJ	HILLSIDE	COMMUNITY FOOD BANK	1,000	1.000
NJ	NEPTUNE	FOOD BANK OF MONMOUTH &	874	0.874
NJ	PENNSAUKEN	FOOD BANK OF SOUTH JERSEY	986	0.986
NJ	PHILLIPSBURG	NORWESCAP	224	0.224
NJ	VINELAND	SAFEWAY COLD STORAGE	916	0.916
NY	BRONX	FOOD FOR SURVIVAL HUNTS POINT	1,000	1.000
NY	SYRACUSE	AMERICOLD SERVICES LLC	1,000	1.000
RI	CRANSTON	STATE WAREHOUSE	1,000	1.000
Delivery Period for Region Total:			12,000	12

Delivery Period: 02/2008

Delivery Location				
State	City	Name	Cases	Trucks
MA	BOSTON	BOSTON FOOD BANK	1,311	1.311
MA	LOWELL	MERRIMACK VALLEY FOOD BANK	250	0.250
MA	SHREWSBURY	THE WORCESTER COUNTY FOOD BAN	689	0.689
MA	HATFIELD	WESTERN MASSACHUSETTS	750	0.750
NJ	HILLSIDE	COMMUNITY FOOD BANK	1,000	1.000
NY	BRONX	FOOD FOR SURVIVAL HUNTS POINT	1,000	1.000
NY	ROCHESTER	FOODLINK INC	1,000	1.000
NY	SYRACUSE	AMERICOLD SERVICES LLC	1,000	1.000
Delivery Period for Region Total:			7,000	7

Delivery Period: 03/2008

Delivery Location				
State	City	Name	Cases	Trucks
NY	SYRACUSE	AMERICOLD SERVICES LLC	1,000	1.000
NY	BRONX	FOOD FOR SURVIVAL HUNTS POINT	1,000	1.000
NY	EAST SYRACUSE	FOOD BANK OF CENTRAL NEW YORK	1,000	1.000
VA	NEWPORT NEWS	FOODBANK OF VIRGINIA	500	0.500
VA	NORFOLK	SOUTHEASTERN VIRGINIA FOODBANK	500	0.500
Delivery Period for Region Total:			4,000	4

Delivery Period: 04/2008

Delivery Location				
State	City	Name	Cases	Trucks
MA	BOSTON	BOSTON FOOD BANK	1,000	1.000
NY	SYRACUSE	AMERICOLD SERVICES LLC	1,000	1.000
NY	BUFFALO	FOOD BANK OF WESTERN NEW YORK	1,000	1.000
NY	BRONX	FOOD FOR SURVIVAL HUNTS POINT	1,000	1.000
NY	LATHAM	REGIONAL FOOD BANK OF NE NY	1,000	1.000
Delivery Period for Region Total:			5,000	5

Delivery Period: 05/2008

Delivery Location				
State	City	Name	Cases	Trucks
NY	SYRACUSE	AMERICOLD SERVICES LLC	1,000	1.000
NY	BRONX	FOOD FOR SURVIVAL HUNTS POINT	2,000	2.000
Delivery Period for Region Total:			3,000	3

Delivery Period: 06/2008

Delivery Location				
State	City	Name	Cases	Trucks
MA	BOSTON	BOSTON FOOD BANK	1,000	1.000
NY	SYRACUSE	AMERICOLD SERVICES LLC	1,000	1.000
Delivery Period for Region Total:			2,000	2

Delivery Period: 11/2007

Delivery Location				
State	City	Name	Cases	Trucks
NY	SYRACUSE	AMERICOLD SERVICES LLC	1,000	1.000
Delivery Period for Region Total:			1,000	1

Delivery Period: 12/2007

Delivery Location				
State	City	Name	Cases	Trucks
NY	SYRACUSE	AMERICOLD SERVICES LLC	1,000	1.000
Delivery Period for Region Total:			1,000	1
Region Total:			35,000	35.000

Region: 2

Delivery Period: 01/2008

Delivery Location				
State	City	Name	Cases	Trucks
GA	ALBANY	FOOD BANK OF SOUTHWEST GA	500	0.500
GA	VALDOSTA	SECOND HARVEST FOOD BANK OF	500	0.500
GA	SAVANNAH	SECOND HARVEST FOOD BANK OF	500	0.500
GA	AUGUSTA	GOLDEN HARVEST FOOD BANK	500	0.500

Delivery Period: 01/2008

Delivery Location				
State	City	Name	Cases	Trucks
GA	MACON	MIDDLE GA COMMUNITY FOOD BANK	500	0.500
GA	ATLANTA	ATLANTA COMMUNITY FOOD BANK	1,000	1.000
GA	ATLANTA	AAFAB INC	2,000	2.000
GA	ATHENS	FOOD BANK OF NORTHEAST GA	500	0.500
KY	LOUISVILLE	DARE TO CARE	650	0.650
KY	EDGEWOOD	NORTHERN KY FOOD BANK	350	0.350
TN	DYERSBURG	DYER COUNTY CSFP OFFICE	718	0.718
TN	ERIN	HIGHLAND RIM ECONOMIC CORP	250	0.250
TN	COVINGTON	DELTA HUMAN RESOURCE AGENCY	282	0.282
TN	HENDERSON	SOUTHWEST HUMAN RESOURCE	750	0.750
TN	COOKEVILLE	UPPER CUMBERLAND HUMAN	1,000	1.000
Delivery Period for Region Total:			10,000	10

Delivery Period: 02/2008

Delivery Location				
State	City	Name	Cases	Trucks
MS	JACKSON	MISSISSIPPI FOOD NETWORK INC	1,000	1.000
NC	SALISBURY	NCDA FOOD DISTRICT WAREHOUSE	1,000	1.000
NC	CREEDMOOR	NCDA FOOD DISTRIBUTION WHSE	3,000	3.000
TN	MEMPHIS	SHELBY COUNTY MATERIALS	505	0.505
TN	FAYETTEVILLE	SOUTH CENTRAL HUMAN RESOURCES	495	0.495
TN	KNOXVILLE	VALLEY STORAGE/DEPT OF	611	0.611
TN	JOHNSON CITY	B & B PRODUCE COMPANY	389	0.389
Delivery Period for Region Total:			7,000	7

Delivery Period: 03/2008

Delivery Location				
State	City	Name	Cases	Trucks
AL	BIRMINGHAM	UNITED WAY COMMUNITY FOOD BANK	660	0.660
AL	THEODORE	BAY AREA FOOD BANK INC	396	0.396
AL	HUNTSVILLE	FOOD BANK OF NORTH ALABAMA	340	0.340
AL	MONTGOMERY	MONTGOMERY AREA FOOD BANK	604	0.604
NC	SALISBURY	NCDA FOOD DISTRICT WAREHOUSE	2,000	2.000
NC	CREEDMOOR	NCDA FOOD DISTRIBUTION WHSE	3,000	3.000
TN	CHATTANOOGA	ATLANTIC DISTRIBUTORS	1,294	1.294
TN	DUNLAP	SOUTHEAST TENNESSEE HUMAN	284	0.284
TN	NASHVILLE	OZBURN-HESSEY	422	0.422
Delivery Period for Region Total:			9,000	9

Delivery Period: 04/2008

Delivery Location				
State	City	Name	Cases	Trucks
KY	ELIZABETHTOWN	AMERICA'S SECOND HARVEST OF	750	0.750

Delivery Period: 04/2008

Delivery Location				
State	City	Name	Cases	Trucks
KY	MAYFIELD	PURCHASE ADD	250	0.250
MS	JACKSON	MISSISSIPPI FOOD NETWORK INC	1,000	1.000
Delivery Period for Region Total:			2,000	2
Region Total:			28,000	28.000

Region: 3

Delivery Period: 01/2008

Delivery Location				
State	City	Name	Cases	Trucks
MN	MAPLEWOOD	SECOND HARVEST HEARTLAND	1,000	1.000
OH	COLUMBUS	MID-OHIO FOODBANK INC	2,000	2.000
Delivery Period for Region Total:			3,000	3

Delivery Period: 02/2008

Delivery Location				
State	City	Name	Cases	Trucks
MI	WARREN	GLEANERS WEBBER DIST CENTER	700	0.700
MI	COMSTOCK PARK	SECOND HARVEST GLEANER	446	0.446
MI	FLINT	FOOD BANK OF EASTERN	554	0.554
MI	BATTLE CREEK	FBSCM	300	0.300
Delivery Period for Region Total:			2,000	2

Delivery Period: 03/2008

Delivery Location				
State	City	Name	Cases	Trucks
MI	ELMIRA	GOROCO SYSTEMS INC	1,250	1.250
MI	WESTLAND	WAYNE COUNTY OFFICE OF	250	0.250
MI	GRAND RAPIDS	A S C E T/MICHIGAN NATURAL	500	0.500
Delivery Period for Region Total:			2,000	2

Delivery Period: 04/2008

Delivery Location				
State	City	Name	Cases	Trucks
MI	DETROIT	CITY OF DETROIT	250	0.250
MI	ELMIRA	GOROCO SYSTEMS INC	750	0.750
MI	FLINT	NEIGHBORHOOD SERVICE CENTER	250	0.250
MI	WARREN	SALVATION ARMY	750	0.750
MN	MAPLEWOOD	SECOND HARVEST HEARTLAND	1,000	1.000
WI	EAU CLAIRE	CENTRAL STORAGE & WHSE	475	0.475
WI	DARIEN	GENEVA LAKES COLD STORAGE	525	0.525
Delivery Period for Region Total:			4,000	4

Delivery Period: 11/2007

Delivery Location				
State	City	Name	Cases	Trucks
IL	CHICAGO	CATHOLIC CHARITIES	1,000	1.000
MI	LANSING	CACS DISTRIBUTION CENTER	500	0.500
MI	CARO	HUMAN DEVELOPMENT COMMISSION	1,000	1.000
MI	CLARE	MID MICHIGAN ALLIANCE	500	0.500
MI	OSSINEKE	NORTHEAST MICHIGAN CSA	250	0.250
MI	DETROIT	HOPE CENTRAL WAREHOUSE	1,750	1.750
Delivery Period for Region Total:			5,000	5
Region Total:			16,000	16.000

Region: 4

Delivery Period: 01/2008

Delivery Location				
State	City	Name	Cases	Trucks
AR	LITTLE ROCK	ARKANSAS FOOD BANK NETWORK INC	1,000	1.000
AR	JONESBORO	FOOD BANK OF NORTH EAST	1,000	1.000
IA	DES MOINES	KECK INC	1,000	1.000
MO	KANSAS CITY	HARVESTERS - THE COMMUNITY	732	0.732
MO	ST JOSEPH	AMERICA'S SECOND HARVEST	268	0.268
MO	KANSAS CITY	PARIS BROTHERS INC	1,000	1.000
MT	HELENA	FOOD DISTRIBUTION WAREHOUSE	1,000	1.000
NM	ALBUQUERQUE	NEW MEXICO HUMAN SVC DEPT	1,000	1.000
TX	AUSTIN	CAPITAL AREA FOOD BANK OF	1,000	1.000
TX	BEAUMONT	SOUTH EAST TEXAS FOOD BANK	500	0.500
TX	CORPUS CHRISTI	THE FOOD BANK OF CORPUS	1,000	1.000
TX	TYLER	THE REGIONAL EAST TEXAS FOOD	1,000	1.000
TX	VICTORIA	FOOD BANK OF THE GOLDEN	500	0.500
Delivery Period for Region Total:			11,000	11

Delivery Period: 02/2008

Delivery Location				
State	City	Name	Cases	Trucks
KS	CONCORDIA	F&A FOOD SALES INC	3,000	3.000
MO	KANSAS CITY	HARVESTERS - THE COMMUNITY	251	0.251
MO	BRIDGETON	ST LOUIS AREA FOODBANK	749	0.749
MO	KANSAS CITY	PARIS BROTHERS INC	1,000	1.000
NE	LINCOLN	UNIVERSAL COLD STORAGE	1,000	1.000
OK	OKLAHOMA CITY	REGIONAL FOOD BANK OF	600	0.600
OK	TULSA	COMMUNITY FOOD BANK OF	400	0.400
SD	SIOUX FALLS	NORDICA FOOD SERVICE INC	1,000	1.000
Delivery Period for Region Total:			8,000	8

Delivery Period: 03/2008

Delivery Location				
State	City	Name	Cases	Trucks
MO	CARTHAGE	AMERICOLD SERVICES LLC	1,000	1.000
MO	KANSAS CITY	PARIS BROTHERS INC	1,000	1.000
NM	ALBUQUERQUE	NEW MEXICO HUMAN SVC DEPT	1,000	1.000
TX	SAN ANTONIO	SAN ANTONIO FOOD BANK	1,000	1.000
TX	LUBBOCK	SOUTH PLAINS FOOD BANK	620	0.620
TX	AMARILLO	HIGH PLAINS FOOD BANK	380	0.380
UT	SALT LAKE CITY	CSC/UTAH FOOD BANK	1,000	1.000
Delivery Period for Region Total:			6,000	6

Delivery Period: 04/2008

Delivery Location				
State	City	Name	Cases	Trucks
MO	KANSAS CITY	PARIS BROTHERS INC	1,000	1.000
MO	CARTHAGE	AMERICOLD SERVICES LLC	1,000	1.000
OK	TULSA	COMMUNITY FOOD BANK OF	400	0.400
OK	OKLAHOMA CITY	REGIONAL FOOD BANK OF	600	0.600
TX	HOUSTON	HOUSTON FOOD BANK	1,000	1.000
Delivery Period for Region Total:			4,000	4

Delivery Period: 05/2008

Delivery Location				
State	City	Name	Cases	Trucks
MO	CARTHAGE	AMERICOLD SERVICES LLC	1,000	1.000
MO	KANSAS CITY	PARIS BROTHERS INC	1,000	1.000
TX	MCALLEN	FOOD BANK OF THE RIO GRANDE	1,000	1.000
TX	FORT WORTH	TARRANT AREA FOOD BANK	1,000	1.000
Delivery Period for Region Total:			4,000	4

Delivery Period: 06/2008

Delivery Location				
State	City	Name	Cases	Trucks
MO	CARTHAGE	AMERICOLD SERVICES LLC	1,000	1.000
MO	KANSAS CITY	PARIS BROTHERS INC	1,000	1.000
Delivery Period for Region Total:			2,000	2

Delivery Period: 11/2007

Delivery Location				
State	City	Name	Cases	Trucks
LA	BATON ROUGE	FOOD FOR FAMILIES BATON ROUGE	1,000	1.000
MO	KANSAS CITY	PARIS BROTHERS INC	1,000	1.000
Delivery Period for Region Total:			2,000	2

Delivery Period: 12/2007

Delivery Location				
State	City	Name	Cases	Trucks
MO	KANSAS CITY	PARIS BROTHERS INC	1,000	1.000
NM	LAS CRUCES	CHARACTER KIDS INC	1,000	1.000
NM	ALBUQUERQUE	ECHO INC	1,000	1.000
TX	LAREDO	SOUTH TEXAS FOOD BANK	1,000	1.000
Delivery Period for Region Total:			4,000	4
Region Total:			41,000	41.000

Region: 5

Delivery Period: 01/2008

Delivery Location				
State	City	Name	Cases	Trucks
CA	SAN BERNARDINO	COMMUNITY ACTION PARTNERSHIP	500	0.500
CA	OAKLAND	ALAMEDA COUNTY COMMUNITY FOOD	500	0.500
CA	SACRAMENTO	CALIFORNIA EMERGENCY FOOD LINK	5,000	5.000
CA	BELL	CALIFORNIA EMERGENCY FOODLINK	4,000	4.000
CA	RIVERSIDE	SURVIVE FOOD BANK	500	0.500
CA	SAN FRANCISCO	SAN FRANCISCO FOOD BANK	500	0.500
CA	LOS ANGELES	LOS ANGELES REGIONAL FOOD BANK	1,000	1.000
ID	POCATELLO	SOUTHEAST IDAHO COMMUNITY	500	0.500
ID	BOISE	EL-ADA INC	500	0.500
WA	OLYMPIA	MMC WAREHOUSE - RECEIVING	952	0.952
WA	SEATTLE	FOOD LIFELINE	698	0.698
WA	TACOMA	EMERGENCY FOOD NETWORK	350	0.350
Delivery Period for Region Total:			15,000	15

Delivery Period: 02/2008

Delivery Location				
State	City	Name	Cases	Trucks
AZ	TUCSON	COMMUNITY FOOD BANK	520	0.520
AZ	MESA	UNITED FOOD BANK	480	0.480
AZ	SURPRISE	WESTSIDE FOOD BANK	1,000	1.000
CA	SACRAMENTO	CALIFORNIA EMERGENCY FOOD LINK	3,000	3.000
CA	LONG BEACH	FOOD BANK OF SOUTHERN	1,000	1.000
CA	BELL	CALIFORNIA EMERGENCY FOODLINK	2,000	2.000
OR	PORTLAND	OREGON FOOD BANK	1,000	1.000
WA	OLYMPIA	MMC WAREHOUSE - RECEIVING	667	0.667
WA	SPOKANE	SPOKANE FOOD BANK	333	0.333
Delivery Period for Region Total:			10,000	10

Delivery Period: 03/2008

Delivery Location				
State	City	Name	Cases	Trucks

Delivery Period: 03/2008

Delivery Location				
State	City	Name	Cases	Trucks
CA	SAN JOSE	SECOND HARVEST FOOD BANK	1,000	1.000
CA	SACRAMENTO	CALIFORNIA EMERGENCY FOOD LINK	1,000	1.000
CA	BELL	CALIFORNIA EMERGENCY FOODLINK	1,000	1.000
NV	RENO	STATE PURCHASING WHSE	410	0.410
NV	LAS VEGAS	LAS VEGAS RESCUE MISSION	590	0.590
Delivery Period for Region Total:			4,000	4

Delivery Period: 04/2008

Delivery Location				
State	City	Name	Cases	Trucks
OR	PORTLAND	OREGON FOOD BANK	1,000	1.000
WA	SEATTLE	FOOD LIFELINE	699	0.699
WA	OLYMPIA	MMC WAREHOUSE - RECEIVING	952	0.952
WA	TACOMA	EMERGENCY FOOD NETWORK	349	0.349
Delivery Period for Region Total:			3,000	3

Delivery Period: 05/2008

Delivery Location				
State	City	Name	Cases	Trucks
WA	OLYMPIA	MMC WAREHOUSE - RECEIVING	665	0.665
WA	SPOKANE	SPOKANE FOOD BANK	335	0.335
Delivery Period for Region Total:			1,000	1
Region Total:			33,000	33.000

Region: 6

Delivery Period: 04/2008

Delivery Location				
State	City	Name	Cases	Trucks
HI	HONOLULU	PACIFIC EXPRESS INC	823	0.823
HI	HILO	HAWAII ISLAND FOOD BANK	60	0.060
HI	LIHUE	KAUAI FOOD BANK INC	67	0.067
HI	WAILUKU	MAUI COMMUNITY FOOD BANK	50	0.050
Delivery Period for Region Total:			1,000	1
Region Total:			1,000	1.000
Grand Total			154,000	154

OFFER FORM A

IN ACCORDANCE WITH COMMODITY EXCHANGE NO. 1D, DATED AUGUST 14, 2007, THE UNDERSIGNED OFFERS THE FOLLOWING:

OFFEROR CERTIFIES THAT THE CANNED BONED CHICKEN TO BE DELIVERED WAS OR WILL BE MANUFACTURED IN THE UNITED STATES.

FIRM NAME _____

ADDRESS _____

PLANT NAME AND LOCATION _____

CONTACT NAME _____

PHONE NO. _____ FAX NO. _____

EMAIL ADDRESS _____

REGION: 1

Connecticut, Maine, Massachusetts, New Hampshire, New York, Rhode Island, Vermont, Delaware, District of Columbia, Maryland, New Jersey, Pennsylvania, Virginia, West Virginia

Item Number	Commodity	Delivery Period	Trucks Requested	Trucks Offered	Lot Number Requested	Quantity Requested	Lot Number Requested	Quantity Requested	Lot Number Requested	Quantity Requested	* Total Quantity Requested
1	CHICKEN CND 12.5 OZ	11 /2007	1								
2	CHICKEN CND 12.5 OZ	12 /2007	1								
3	CHICKEN CND 12.5 OZ	1 /2008	12								
4	CHICKEN CND 12.5 OZ	2 /2008	7								
5	CHICKEN CND 12.5 OZ	3 /2008	4								
6	CHICKEN CND 12.5 OZ	4 /2008	5								
7	CHICKEN CND 12.5 OZ	5 /2008	3								
8	CHICKEN CND 12.5 OZ	6 /2008	2								

* If more than 3 lots are requested on an item, please note in "Total Commodity Requested" column and enter the additional lots on the Offer Form A Continuation.

REGION: 2**Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee**

Item Number	Commodity	Delivery Period	Trucks Requested	Trucks Offered	Lot Number Requested	Quantity Requested	Lot Number Requested	Quantity Requested	Lot Number Requested	Quantity Requested	* Total Quantity Requested
9	CHICKEN CND 12.5 OZ	1 /2008	10								
10	CHICKEN CND 12.5 OZ	2 /2008	7								
11	CHICKEN CND 12.5 OZ	3 /2008	9								
12	CHICKEN CND 12.5 OZ	4 /2008	2								

REGION: 3**Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin**

Item Number	Commodity	Delivery Period	Trucks Requested	Trucks Offered	Lot Number Requested	Quantity Requested	Lot Number Requested	Quantity Requested	Lot Number Requested	Quantity Requested	* Total Quantity Requested
13	CHICKEN CND 12.5 OZ	11 /2007	5								
14	CHICKEN CND 12.5 OZ	1 /2008	3								
15	CHICKEN CND 12.5 OZ	2 /2008	2								
16	CHICKEN CND 12.5 OZ	3 /2008	2								
17	CHICKEN CND 12.5 OZ	4 /2008	4								

REGION: 4**Arkansas, Louisiana, New Mexico, Oklahoma, Texas, Colorado, Iowa, Kansas, Missouri, Montana, Nebraska, North Dakota, South Dakota, Utah, Wyoming**

Item Number	Commodity	Delivery Period	Trucks Requested	Trucks Offered	Lot Number Requested	Quantity Requested	Lot Number Requested	Quantity Requested	Lot Number Requested	Quantity Requested	* Total Quantity Requested
18	CHICKEN CND 12.5 OZ	11 /2007	2								
19	CHICKEN CND 12.5 OZ	12 /2007	4								
20	CHICKEN CND 12.5 OZ	1 /2008	11								
21	CHICKEN CND 12.5 OZ	2 /2008	8								
22	CHICKEN CND 12.5 OZ	3 /2008	6								
23	CHICKEN CND 12.5 OZ	4 /2008	4								
24	CHICKEN CND 12.5 OZ	5 /2008	4								
25	CHICKEN CND 12.5 OZ	6 /2008	2								

* If more than 3 lots are requested on an item, please note in "Total Commodity Requested" column and enter the additional lots on the Offer Form A Continuation.

REGION: 5**Arizona, California, Idaho, Nevada, Oregon, Washington**

Item Number	Commodity	Delivery Period	Trucks Requested	Trucks Offered	Lot Number Requested	Quantity Requested	Lot Number Requested	Quantity Requested	Lot Number Requested	Quantity Requested	* Total Quantity Requested
26	CHICKEN CND 12.5 OZ	1 /2008	15								
27	CHICKEN CND 12.5 OZ	2 /2008	10								
28	CHICKEN CND 12.5 OZ	3 /2008	4								
29	CHICKEN CND 12.5 OZ	4 /2008	3								
30	CHICKEN CND 12.5 OZ	5 /2008	1								

REGION: 6**Hawaii - Each truck load ordered to Hawaii will be delivered to four (4) destinations. The destinations include Honolulu, Hilo, Nawiliwili or Lihue, and Kahului or Wailuku.**

Item Number	Commodity	Delivery Period	Trucks Requested	Trucks Offered	Lot Number Requested	Quantity Requested	Lot Number Requested	Quantity Requested	Lot Number Requested	Quantity Requested	* Total Quantity Requested
31	CHICKEN CND 12.5 OZ	4 /2008	1								

SIGNATURE _____ TITLE _____

The following statements are made in accordance with the Privacy Act of 1974 (5 USC 552a) and the Paperwork Reduction Act of 1995, as amended. Furnishing the requested information is required to be a responsive offer. Failure to furnish the requested information will result in a nonresponsive offer. This information may be provided to other agencies, IRS, Department of Justice, or other State and Federal Law enforcement agencies, and in response to a court magistrate or administrative tribunal. The provisions of criminal and civil fraud statutes, including 18 USC 286, 287, 371, 641, 651, 1001; 15 USC 714m; and 31 USC 3729, may be applicable to the information provided. Federal agencies may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid OMB control number. Public reporting burden for this collection of information is estimated to average 15 minutes 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 U. S. Department of Agriculture, Clearance Officer, OIRM (OMB No. 0560-0177), Stop 7630, Washington, D.C. 20250-7630.

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* If more than 3 lots are requested on an item, please note in "Total Commodity Requested" column and enter the additional lots on the Offer Form A Continuation.

