V1	Company Name	Tyson Prepared Foods	
V2	Street Address	2200 Don Tyson Parkway	
V3	City, State, ZIP	Springdale, AR 72762 Mail Code CP576	
V4	Telephone Number		
	Area Code: 479	Number: 290-3519	Extension:
V5	Facsimile Number		
	Area Code: 479	Number: 203-4246	Extension:
V6	Toll Free Number		
	Area Code: 800	Number: 248-9766	Extension: 3519
V7	***Contact Person for Questions / Contract Negotiations,including address if different than above***		
	Name: Charles Boger / Erika Sobel		
	Title: Director Pricing / Account Manager		
	Address:		
	Email Address: K12bidgroup@tyson.com / erika.sobel@tyson.com		
V8	Telephone Number for Contact Person		
	Area Code: 479	Number: 290-3519 / 263-0722	Extension:
V9	Facsimile Number for Contact Person		
	Area Code: 479	Number: 203-4246	Extension:
V10	***Name of Individual Authorized to Bind the Organization***		
	Name: Charles Boger	Title: Director Pricing	
V11	Signature ***(Individual must be legally authorized to bind the vendor per NRS 333.337)***		
	Signature:	Date:	

ATTACHMENT A – CONFIDENTIALITY AND CERTIFICATION OF INDEMNIFICATION

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

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

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

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

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

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

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

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

Part III – Confidential Financial Information			
YES		NO	CB
Justification for Confidential Status			

Tyson Prepared Foods

Company Name

Signature

Charles Boger - Director Pricing

Print Name

4/14/2016

Date

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

ATTACHMENT C – VENDOR CERTIFICATIONS

Vendor agrees and will comply with the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

Tyson Prepared Foods

Vendor Company Name

Vendor Signature

Charles Boger - Director Pricing

Print Name

4/14/2016

Date

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

ATTACHMENT J – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

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

By: Charles Boger - Director Pricing 04/14/2016

Signature of Official Authorized to Sign Application Date

For: Tyson Prepared Foods

Vendor Name

RFP# 3237 USDA Foods Processing

Project Title

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

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

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

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

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

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

Tyson Prepared Foods

Company Name

Signature

Charles Boger - Director Pricing

Print Name

04/14/2016

Date

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

EXCEPTION SUMMARY FORM

EXCEPTION #	RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION (Complete detail regarding exceptions must be identified)
	**See additional sheet		

ASSUMPTION SUMMARY FORM

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

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

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

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

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

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

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

Yes.

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

Federal Tax ID and Dun and Bradstreet number.

ALL ELSE REMAINS THE SAME FOR RFP 3237.

Vendor must sign and return this amendment with proposal submitted.

Vendor Name: Tyson Prepared Foods

Authorized Signature: Charles Boger

Title: Director Pricing Date: 04/18/2016

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

ATTACHMENT I – COST PROPOSAL CERTIFICATION OF COMPLIANCE WITH TERMS AND CONDITIONS OF RFP

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

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

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

If the exception and/or assumption require a change in the terms in any section of the RFP, the contract, or any incorporated documents, vendors ***must*** provide the specific language that is being proposed in the tables below. If vendors do not specify in detail any exceptions and/or assumptions at time of proposal submission, the State will not consider any additional exceptions and/or assumptions during negotiations. ***Note: Only cost exceptions and/or assumptions should be identified on this attachment. Do not restate the technical exceptions and/or assumptions on this attachment.***

Tyson Prepared Foods

Company Name

Signature

Charles Boger - Director Pricing

Print Name

04/18/2016

Date

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

EXCEPTION SUMMARY FORM

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

ASSUMPTION SUMMARY FORM

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

This document must be submitted in Tab III of vendor's cost proposal.
This form MUST NOT be included in the technical proposal.