3.1 BACKGROUND

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

Tyson Prepared Foods acknowledges section 3.1.1.

3.1.2 USDA Food Shipments

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

Tyson Prepared Foods acknowledges section 3.1.2.1.

WBSCM Item Code	***Processing Location (PL) City***	***PL State***	***WBSCM-Issued BP-ID#***
100103	***New Holland***	***PA***	***5001740***

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

Tyson Prepared Foods acknowledges section 3.1.2.2.

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

Tyson Prepared Foods acknowledges section 3.1.2.3.

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

Tyson Prepared Foods acknowledges section 3.1.2.4.

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

Tyson Prepared Foods acknowledges section 3.1.2.5.

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

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

Tyson Prepared Foods acknowledges section 3.1.2.6.

3.1.3 Packaging

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

Tyson Prepared Foods acknowledges section 3.1.3.1.

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

Tyson Prepared Foods acknowledges section 3.1.3.2.

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

Tyson Prepared Foods acknowledges section 3.1.3.3.

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

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

B. Maximum height: 7’6” (including pallet);

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

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

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

Tyson Prepared Foods acknowledges section 3.1.3.4.

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

Tyson Prepared Foods acknowledges section 3.1.3.5.

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

Tyson Prepared Foods uses a code date system that indicates the manufacturing date and location for tracking purposes of the product. All of our products have shelf life information on our website. The shelf life gives you a date for the best eating quality. The website (http://www.tysonfoodservice.com/K-12) is available 24hrs. 7 days per week for our customers' convenience. We have attached within our proposal response Tab IX Other Information Material, our code date format information for your use in helping identify and determine the remaining shelf life from the date of production.

3.1.3.7 Each pallet may only contain one product.

Tyson Prepared Foods acknowledges section 3.1.3.7. Please note that Tyson Prepared Foods may mix product on the same pallet if necessary to fill a pallet.

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

Tyson Prepared Foods acknowledges section 3.1.3.8.

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

Tyson Prepared Foods acknowledges section 3.1.3.9.

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

Tyson Prepared Foods acknowledges section 3.1.3.10.

3.1.4 Processing Procedures (Grading)

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

Tyson Prepared Foods acknowledges section 3.1.4.1.

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

Tyson Prepared Foods acknowledges section 3.1.4.2.

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

Please note that Tyson Prepared Foods processes under USDA Standard Yield, fully substitutable, therefore there is no credit involved for chicken bone, scrap and offal.

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

Tyson Prepared Foods acknowledges section 3.1.4.4.

3.1.5 Quantity of Products

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

Tyson Prepared Foods acknowledges section 3.1.5.1.

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

Tyson Prepared Foods acknowledges section 3.1.5.2.

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

Please note that Tyson Prepared Foods processes under USDA Standard Yield, fully substitutable.

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

Tyson Prepared Foods acknowledges section 3.1.5.4. Tyson Prepared Foods order lead time is 14 days and shipping minimum is 5,000 pounds.

3.1.6 Product Delivery

The vendor(s) must deliver to all addresses listed below:
3.1.6.1 Nevada Department of Agriculture
Food Distribution Warehouse
2250 Barnett Way
Reno, NV 89512
(775) 684-1839
Delivery Appointment: 48 Hour Notice
Delivery Day/Time: Monday – Thursday, 7:00am -12:00pm
Tyson Prepared Foods acknowledges section 3.1.6.1.
Order Lead Time: 14 Days / Shipping Minimums: 5,000 pounds

3.1.6.2 Washoe County School District
585 Spice Island Ct
Sparks, NV 89431
(775) 353-5930
Delivery Day/Time: Monday – Friday, 7:00am – 2:00pm
Tyson Prepared Foods acknowledges section 3.1.6.2.
Order Lead Time: 14 Days / Shipping Minimums: 5,000 pounds

3.1.6.3 Las Vegas Cold Storage
1201 Searles Ave
Las Vegas, NV 89101
(702) 649-8002
Attn: Receiving
Delivery Appointment: Required, 48 Hour Notice
Tyson Prepared Foods acknowledges section 3.1.6.3.
Order Lead Time: 14 Days / Shipping Minimums: 5,000 pounds

3.1.6.4 Clark County Food Service
6350 E Tropical Parkway
Las Vegas, NV 89115
(702) 799-8123, Ext. 214
Attn: Receiving
Delivery Appointment: Carrier must call before loading to receive a confirmation number from CCSD warehouse. Appointment is required.
Delivery Day/Time: Monday – Friday, 7:00am – 2:00pm
Tyson Prepared Foods acknowledges section 3.1.6.4.
Order Lead Time: 14 Days / Shipping Minimums: 5,000 pounds

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

Tyson Prepared Foods acknowledges section 3.1.6.5.
Order Lead Time: 14 Days / Shipping Minimums: 5,000 pounds

3.1.7 Fee-for-Service

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

Tyson Prepared Foods acknowledges section 3.1.7.1.

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

Tyson Prepared Foods acknowledges section 3.1.7.2. Please note that after the district uses up all of their USDA Commodity 100103 donated food pounds, then subsequent orders will be priced at the commercial pricing.

3.1.8 Shipping and Storage

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

Tyson Prepared Foods acknowledges section 3.1.8.1.

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

Tyson Prepared Foods acknowledges section 3.1.8.2.

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

Tyson Prepared Foods acknowledges section 3.1.8.3.

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

Tyson Prepared Foods acknowledges section 3.1.8.4. (Non-Applicable)

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

Tyson Prepared Foods acknowledges section 3.1.8.5. (Non-Applicable)

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

Tyson Prepared Foods acknowledges section 3.1.8.6. Tyson Prepared Foods cannot guarantee a remaining 6 month shelf life at the time of delivery; however, we will use our good faith efforts to accommodate.

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

Tyson Prepared Foods acknowledges section 3.1.8.7.

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

Tyson Prepared Foods acknowledges section 3.1.8.8.

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

A. Immediately stop the receiving process of the inbound USDA Foods shipment. The warehouse will not unload the shipment;
B. Instruct the vendor's contracted agent (i.e. the truck driver) to remain at the warehouse facility while the division is contacted regarding the truck seal issue and for resolution;
C. The division will contact the vendor regarding the truck seal issue to obtain resolution from vendor; and
D. The vendor has the following options regarding the rejected load(s):
    1. Vendor may have the load inspected by a USDA/AMS inspector. After inspection, the vendor will email the department an inspection certificate (Certificate of Loading,

Condition of Container, or Certificate of Quality and Condition) prior to re-delivery of the shipment. Upon receipt of signed statement, the division will approve for re-delivery of load to warehouse on a sealed truck, following above seal requirements. It is the vendor's responsibility for determining location to move product to for inspection;

2. Return load to a processing facility, either owned or contracted by the vendor, and have vendor's quality control (QC) Manager/Supervisor review the load for quality and safety. QC Manager to provide the division with a signed statement indicating that the load has been inspected and is deemed wholesome and safe for human consumption. After receipt of signed statement, the division will approve the load to be re-delivered to warehouse on a sealed truck, following above seal requirements;
3. Return rejected load to processing facility and deliver a new load to the warehouse, on a sealed truck, following above seal requirements. If the vendor is sending a new shipment, the vendor must provide detailed lot-ID documentation to substantiate that a new load is being shipped;
4. Vendor will be unable to make a warehouse delivery appoint for re-delivery of product until the division has received required inspection paperwork and approved product for re- delivery;
5. If the finished end product load arrives after normal business hours (8:00 a.m. – 4:00 p.m. PST) and/or the receiving warehouse is unable to discuss with a division representative via telephone and/or email, the warehouse shall reject the load(s); and
6. The vendor is responsible for all costs (freight, inspection fees, etc.) associated with the rejected load(s).

Tyson Prepared Foods acknowledges section 3.1.8.9.

3.1.9 Issue Resolution

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

Tyson Prepared Foods acknowledges section 3.1.9.1.

3.1.9.2 In the event federal regulations governing the NSLP or CACFP meal pattern requirements change significantly, nutritional requirements for the food items specified may change. In the event of such change, product reformulations will be allowed pending approval of requested reformulations by the division.

Tyson Prepared Foods acknowledges section 3.1.9.2.

3.1.9.3 In the event substandard product is identified by the division or recipient agencies the vendor will be notified within 10 days of the division identifying the problem or the recipient agency notifying the division of the problem. If the complaint is from a recipient agency, documentation of the problem will be required. Such documentation will be forwarded to the vendor. If the problem is identified by the division, documentation will be submitted to the vendor as well. The vendor must then respond to

the division with a proposed solution to the problem within 10 days. If the identified problem cannot be resolved to the satisfaction of the division the contract will be terminated.

Tyson Prepared Foods acknowledges section 3.1.9.3.

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

Tyson Prepared Foods acknowledges section 3.1.9.4.

3.1.10 Site Inspection

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

Tyson Prepared Foods acknowledges section 3.1.10.1.

3.1.11 Product Specifications – Attachment O, Food Group Listing

3.1.11.1 One vendor will be awarded per food group.

Tyson Prepared Foods acknowledges section 3.1.11.1. Tyson Prepared Foods has submitted product offerings for the following food groups listed in this RFP:
Group 5: Chicken Nuggets and Popcorn Chicken
Group 6: Chicken Patties
Group 7: Whole Muscle and Dark Meat Chicken

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

Tyson Prepared Foods acknowledges section 3.1.11.2

3.1.12 Performance Reporting

3.1.12.1 The awarded vendor(s) is required to provide a monthly performance report for the duration of the contract to the division as a PDF or Excel spreadsheet which documents the monthly activity at the processing plant. The content of the reporting is determined by USDA and is subject to change.

Tyson Prepared Foods acknowledges section 3.1.12.1.

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

Tyson Prepared Foods acknowledges section 3.1.12.2.

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

Tyson Prepared Foods acknowledges section 3.1.12.3.

3.1.12.4 The monthly performance reports shall include the following information:

A. USDA Foods inventory at the beginning of the reporting period;
B. Total quantity of USDA foods received during the reporting period;
C. Total number of units/cases of approved end products by product code or brand name;
D. Total number of pounds of USDA foods reduced from inventory and year to date totals; and
E. USDA foods inventory at the end of the reporting period.

Tyson Prepared Foods acknowledges section 3.1.12.4.