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

EXCEPTION #	RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION (Complete detail regarding exceptions must be identified)
1	3.1.3.6	13	***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.***
2	3.1.3.7	13	***Please note that Tyson Prepared Foods may mix product on the same pallet if necessary to fill a pallet.***
3	3.1.4.3	13	***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.***
4	3.1.5.3	14	***Please note that Tyson Prepared Foods processes under USDA Standard Yield, fully substitutable.***
5	3.1.7.2	15	***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.***
6	3.1.8.6	15	***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.***
7	4.1.5	19-20	***Tyson currently employs over 110,000 team members. Due to the number of Tyson employees and its organizational structure, it is impracticable for Tyson to disclose all contracts Tyson may have performed in the State of Nevada. However, as it relates to the K12 National School Lunch segment, we have provided the contract we are currently operating under with the State of Nevada, Department of Administration – Purchasing Division.***
8	4.1.6	20	***Tyson currently employs over 110,000 team members. Due to the number of Tyson employees and its organizational structure, it is impracticable for Tyson to disclose all persons Tyson may utilize to perform services under this Contract who are Current State Employees or Former State Employees. Further, it is also***

EXCEPTION #	RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION (Complete detail regarding exceptions must be identified)
			impracticable for Tyson to make any representation to the State regarding the utilization of any Tyson employees who are Current or Former State Employees to perform services under this Contract with prior notification to the Contracting Agency of such persons' identities. Therefore, Tyson disclaims any disclosure or prohibition requirements contained in this section.
9	4.1.7	20-21	***Tyson employs over 110,000 team members and has over $40 billion in annual sales. With the level of sales Tyson has there are periodic disputes between parties in regards to contracts, and these disputes can be litigated/arbitrated. Tyson believes it has a strong reputation for honoring its contracts, and the company is dedicated to fulfill orders. Neither Tyson nor its subsidiaries have filed for bankruptcy in the past 10 years. Further, as a publicly traded company disclosure of material civil litigation or proceedings can be found in the Legal Proceedings sections of the Tyson 10-K and 10-Q filings, and information on Executive Officer can also be found in the Tyson's Proxy Statement and the 10-K and 10-Q filings, all of which are available at www.sec.gov. (Ticker symbol TSN).***
10	Attachment C - # (7)	46	***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, to the best of vendor's knowledge, 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.***

EXCEPTION #	RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION (Complete detail regarding exceptions must be identified)
11	Attachment D – Contract Form (Section 14)	4 (Contract form)	***Please see our Pure Food Guaranty and Indemnification Agreement provided in Tab IX.***