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: Schwan's Food Service, Inc.

Authorized Signature: Lori Dubbelde

Title: Vice President of Finance Date: 4/15/2016

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

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	LD
Justification for Confidential Status			

A Public Records CD has been included for the Technical and Cost Proposal			
YES		NO (See note below)	LD
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	LD
Justification for Confidential Status			

Company Name
Schwan's Food Service, Inc.

Signature: Lori Dubbeldee

Print Name: ***Lori Dubbeldee*** Date: ***4/15/2016***

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.

Vendor Company Name
Schwan's Food Service, Inc.

Vendor Signature
Lori Dubbeldee

Print Name: ***Lori Dubbeldee***

Date: ***4/15/2016***

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: ***Lori Dubbeldee*** Lori Dubbeldee ***4/15/2016***

Signature of Official Authorized to Sign Application — Date

For: ***Schwan's Food Service, Inc.***

Vendor Name

RFP: 3237 USDA Foods Processing

Project Title

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

Certificate of Conformity

Audit Date
28 August 2015

Next Audit Due
(Aug 25, 2016 - Sep 22, 2016)

Certificate Expiry Date
03 November 2016

Certificate Number
C0034149-BRC5

BRC Reference No
1595777

BRC Auditor No
233025

Date of Issue
05 October 2015

Schwan's Global Supply Chain - Salina
3019 Scanlan Avenue Salina Kansas 67401 United States

Has been audited by NSF Food Safety Certification, LLC #1181 and found to meet the requirements of

Standard:
Global Standard for Food Safety
Issue 7, July 2015

Scope of Certification:
Par-baking of crusts, blending of sauces, and assembly and packaging of meat, cheese, and vegetable frozen pizzas.
Exclusions: Campus distribution warehouses.

And has been found to meet its requirements for category:
3: Raw prepared products (meat and vegetarian)
Grade Achieved: A

Signed on behalf of NSF Food Safety Certification, LLC

Robert Prevendar
Global Managing Director, Supply Chain Food Safety

ANSI Accredited Program
PRODUCT CERTIFICATION
#1181

NSF Food Safety Certification, LLC, 789 N. Dixboro Rd., Ann Arbor, MI 48105

This certificate remains the property of NSF Food Safety Certification, LLC.

certifies

SCHWAN'S GLOBAL SUPPLY CHAIN INC

License Number : 10460 - Food Processing Plant
3019 SCANLAN AVE
SALINA, KS 67401

Owned by: SCHWAN'S GLOBAL SUPPLY CHAIN INC

has met the requirements for

Licensing Under the Kansas Food, Drug and Cosmetic Act, KSA 65-619 et. seq.

and is hereby granted

Authority to operate as a Food Processing Plant

Under Business Registration Number: **10460**

Size: Over 50,000 sq ft

Effective and Expiration Dates:
04-01-2015 - 03-31-2017

Jackie McCleskey
Secretary of Agriculture

NOTICE: THIS LICENSE IS NOT TRANSFERABLE
Kansas Department of Agriculture, AR and Licensing, (785)564-6733 agriculture.ks.gov

CERT ID LC
an Iowa Limited Liability Company

Auditor Number:
240020

CERT ID LC, #0969, certifies that, having conducted an audit

For the scope of activities: Frozen ready to cook Pizzas made with par-baked crusts, French bread, bagels, and self-rising crusts topped with sauce, meats, poultry, vegetables, cheeses and dry ingredients (i.e.; spices).; packaged with shrink wrapped.

Including voluntary modules of: N/A
Exclusion from scope: None

Product categories: 3

At: K.T.'s Kitchens, Inc.
Site code: 5658140
1065 E. Walnut St.
Carson, California 90746 United States

Has achieved Grade: AA

Meets the requirements set out in the

BRC GLOBAL STANDARDS for FOOD SAFETY
Issue: 7 JANUARY 2015

CERT ID LC CERTIFIED FAIRFIELD IOWA USA

Audit programme:	Announced		
Date(s) of audit:	23-24 November 2015		
Certificate issue date:	04 January 2016		
Re-audit due date:	From 05 November 2016	To	03 December 2016
Certificate expiry date:	10 January 2017		
Certificate Number	2457392 1187-3		

ANSI

Registration Number: 0969

Authorized by:
Name: JoAnn Benson
Certification Manager

BRC CERTIFICATION BODY

CERT ID LC • 500 North 3rd Street • Fairfield Iowa 52556 USA
Phone: 641 209 1899 • www.cert-id.com

Visit www.brcdirectory.com to validate certificate authenticity

This certificate remains the property of CERT ID LC
Please send feedback on the BRC Global Standard or the audit process directly to enquiries@brcglobalstandards.com or call the Tell BRC Hot line +44 (0)20 7717 5959

STATE OF CALIFORNIA

DEPARTMENT OF PUBLIC HEALTH
FOOD AND DRUG BRANCH

PROCESSED FOOD REGISTRATION

K.T.'S KITCHENS, INC.
1065 E. WALNUT ST. STE. C
CARSON, CA 90746

REGISTRATION NUMBER: 19141
EXPIRATION DATE: 9/29/2016

THE PERSON NAMED HEREIN IS REGISTERED TO MANUFACTURE, PACK, OR HOLD PROCESSED FOOD IN THE STATE OF CALIFORNIA THROUGH THE EXPIRATION DATE. THIS REGISTRATION IS ISSUED IN ACCORDANCE WITH THE PROVISIONS OF DIVISION 104, SECTION 110460 OF THE CALIFORNIA HEALTH AND SAFETY CODE AND IS NOT TRANSFERABLE TO ANY OTHER PERSON OR PLACE. THE REGISTRANT IS REQUIRED BY LAW TO IMMEDIATELY NOTIFY THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH OF ANY CHANGE IN THE INFORMATION REPORTED IN THE APPLICATION.

Food and Drug Branch, 1500 Capitol Avenue, MS 7602, PO Box 997435, Sacramento, CA 95899-7435 (916) 650-6500

Printed: 10/6/2015

COUNTY OF LOS ANGELES
Public Health
Environmental Health

Public Health Permit / License

The Los Angeles County Department of Public Health Environmental Health Division (EH) must be notified of any changes to ownership, permanent closure of your business, or mailing address (LA County Code Title 8). New owners must apply and pay for each new permit and/or license prior to beginning operation or penalties may be assessed.

Contact Environmental Health at (888) 700-9995 to report a change of ownership or for any questions you may have regarding your Permit or License.

TEAR OFF BELOW THIS LINE; THE LOWER PORTION OF THIS DOCUMENT MUST BE CONSPICUOUSLY DISPLAYED ON THE PREMISES

COUNTY OF LOS ANGELES
Public Health

Jeffrey D. Gunzenhauser, M.D., M.P.H
Interim Health Officer

THIS PERMIT MUST BE CONSPICUOUSLY DISPLAYED ON THE PREMISES

Public Health Permit
FY 2015/2016
Valid Until 6/30/2016

COUNTY OF LOS ANGELES CALIFORNIA

PR Number: PR0127742
Program ID: K T KITCHEN INC
Description: FOOD PROCESSING WHOLESALE (6,000 + SQ. FT.)

Facility Owner - Mail Address
K T KITCHEN INC
1065 E WALNUT ST STE C
CARSON, CA 90746-1384

Facility Location
K T KITCHEN INC
1065 E WALNUT ST STE C
CARSON, CA 90746-1384

WFG

OWNERSHIP OF THIS LICENSE IS NOT TRANSFERABLE