



March 8, 2023

DeKalb County School District  
 Vendor Services  
 1701 Mountain Industrial Blvd.  
 Stone Mountain, GA 30083

RE: Request to Renew RFP #22-18 USDA Product Processing Bid – Cover Letter

Tyson would like to offer pricing for the renewal option for the Request to Renew RFP #22-18 USDA Product Processing Bid for school year 23/24. Please see the following details for information related to our SY23/24 renewal term. The pricing is attached for your consideration, along with price change explanation and deviation documents.

Please note that Tyson has elected to discontinue producing the product codes listed in the chart below. Where applicable, we have provided potential replacement codes for your reference. We apologize for any inconvenience that this may cause the district.

Discontinued Product Code	Replacement Code
10004130928	N/A

**Tyson Foods Commodities:** Please see the table below for a list of Tyson’s commodity offerings, applicable to this bid response, and the available Value-Pass-Through Methods.

Commodity Material Code/Description	Available Value-Pass-Through Methods
100103 / CHICKEN LARGE CHILLED-BULK	Fee-For-Service (Direct) & Net-Off-Invoice
100154 / BEEF COARSE GROUND FRZ CTN-60 LB	Fee-For-Service (Direct) & Closed-Sku NOI
100155 / BEEF FRESH BNLS COMBO-20/2000 LB	Fee-For-Service (Direct) & Closed-Sku NOI

**Delivery Requirements**

For districts electing to use direct delivery from Tyson Foods, the receiving facility must have a loading dock. If the school district is unable to unload the product, then a third-party lumper must be available to unload the product at the recipient agency's cost. Please see the table below regarding minimum delivery requirements.

Order Contact	Minimum Shipping Requirements	Invoice to Remit Address	Lead Time	Acceptable Payment Methods
Deanna Jones, Dir USDA <a href="mailto:K12BidGroup@Tyson.com">K12BidGroup@Tyson.com</a>	5,000 lbs Per Drop Location	Tyson Foods, Inc. 88029 Expedite Way Chicago, IL 60695-0001	14 Days	Wire Transfer, ACH, Check

**Please note, neither Tyson, Hillshire, nor AdvancePierre products may be combined to meet minimum requirements at this time. Our Logistical Teams are currently working on a plan to allow for the combining of orders that cross multiple product lines into one truck. As soon as this option becomes available, our customers utilizing direct shipments will be notified.**



**Specifications** Tyson shall have the right to adjust product formulation or specifications, including but not limited to packaging and ingredients, as needed, for the life of the contract. If the district is not agreeable with the product specification update, the district shall have the right to remove the original product from the agreement upon prompt written notice to Tyson, with no recourse to Tyson.

**Force Majeure** Tyson shall not be liable for any delay, failure or impairment of performance resulting in whole or in part from acts of God, including fire, floods, severe weather conditions or other catastrophes; strikes, lockouts or labor disruption; wars, terrorism, riots or embargo delays; pandemic, epidemic or quarantine; raw material market conditions; the inability to procure supplies or raw materials; shortages of transportation equipment, fuel or labor; or any other circumstance or cause beyond the reasonable control of Tyson. Additionally, manufacture, shipment and delivery are subject to any prohibition, restriction, priority allocation regulation or condition imposed by or on behalf of the United States of America or any other governmental body with appropriate jurisdiction which may prevent or interfere with fulfillment of any order.

**Substitutions** Tyson will use all reasonable efforts to provide notice of any product substitutions. Tyson reserves the right to offer reasonable substitutions without recourse. If the district is not agreeable with the recommended product substitution option, the district shall have the right to deny the product substitution option and instead remove the original product from the agreement upon prompt written notice to Tyson, with no recourse to Tyson.

**Certificate of Insurance** Please see attached Certificate of Insurance.

The key contact authorized to legally bind Tyson Prepared Foods, Inc. for itself and on behalf of its affiliates, Tyson Sales & Distribution, Inc., Tyson Refrigerated Processed Meats, Inc., AdvancePierre Foods, Inc., and The Hillshire Brands Company (hereinafter collectively “Tyson”) for this proposal is as follows:

*Charles Boger*

Charles Boger (Mar 8, 2023 15:03 CST)

Charles Boger, SR Director Pricing  
Tyson / 2200 Don Tyson Parkway, Springdale, AR 72762  
(479) 290-3519 office / (479) 203-4246 fax  
[K12bidgroup@tyson.com](mailto:K12bidgroup@tyson.com)



## Price Change Explanation

As we review your pricing for school year 23/24, it is necessary to make price adjustments due to several input factors that we are realizing in our production costs.

- **Inflation and Livestock summary**

- **Inflation:**

- Manufactures will continue to see inflationary cost increases into 2023 due to Labor, Freight/Fuel, Corrugate, Interest Rates and other Variable cost.

- **Pork:**

- Pork production in 2023 is projected to remain flat Y/Y on a per kill per day basis with one less day. In 2023, flat to slightly lower production is likely to keep cutout near year ago levels – **EMI Express Markets, Inc.**

- **Beef/Cattle:**

- Higher expected fed cattle market in late 2022 will likely tighten fed cattle supplies in 2023. Fewer cows are expected to be in the slaughter mix next year, which lowers beef production in 2023 by 90 million pounds, a decline of 7% next year. – **USDA.Gov - Nov, 2022**

- **Soy:**

USDA forecast yield at 50.2 for 22/23, down from 51.7 for 21/22. Ending stocks forecasted at 220M for 22/23 vs. 274M for 21/22. Soybean export commitments up slightly YTD vs. year ago driven by weaker U.S. dollar and questionable Argentina planting season. – **EMI Express Markets, Inc.**

New Material #	Product Description	School Year 22/23 Commodity Pricing	School Year 23/24 Commodity Pricing	Diff. per Case	Percentage Change
10000006919	Cheeseburger Meatloaf, 2.9 oz	\$42.38	\$47.38	\$5.00	11.80%
10000009860	Breaded Beef Patties, 3.35 oz	\$86.68	\$88.23	\$1.55	1.79%



Tyson Foods, Inc.  
 2200 Don Tyson Parkway  
 Springdale, AR 72762  
 ph: (800) 248-9766

Request #: GA-2023-27007

Operator:

Dekalb County  
 1701 Mountain Industrial Boulevard  
 Stone Mountain, GA 30083  
 ph: (678) 676-0285  
 fax:

Request Type: Commodity

Price Status: Provided

Shipment Type: Direct Shipment

Award Type: Line Item

Issue Date: 3/3/2023

Opening Date: 3/8/2023

Start Date: 7/1/2023

End Date: 6/30/2024

Print Date: 3/8/2023

Bid Title:

Request to Renew RFP #22-18 USDA Product Processing Bid

Material No	New Material No	Description	Pack	Item #	Qty	Commercial	PTV	Commodity	Type
666000-0928	16660000928	Breaded Traditional ProPortion&#174; Bone-In Chicken	57 - 100 Servings	10	0	\$89.82/cs	100103D - \$12.06 100103W - \$18.09	\$59.67	Substitutable
070378-0928	10703780928	Breaded Hot 'N Spicy Popcorn Chicken, 0.27 oz	159 Servings	11	0	\$74.00/cs	100103D - \$9.55 100103W - \$10.34	\$54.11	Substitutable
070362-0928	10703620928	Breaded Golden Crispy MWWM Boneless Chicken Wings, 0.79 oz	121 Servings	13	0	\$99.24/cs	100103W - \$42.38	\$56.86	Substitutable
029494-0928	10294940928	Mega Minis&#174; Breaded Waffle Flavored MWWM Chicken Chunks, 0.54 oz	149 Servings	15	0	\$114.87/cs	100103W - \$32.39	\$82.48	Substitutable
666010-0928	16660100928	Breaded Traditional Chicken Drumsticks	72 - 113 Servings	16	0	\$90.41/cs	100103D - \$30.71	\$59.70	Substitutable
026436-0928	10264360928	Mesquite Glazed Chicken Drumsticks	80 - 128 Servings	17	0	\$86.71/cs	100103D - \$32.23	\$54.48	Substitutable
693123	10000009860	Breaded Beef Patties, 3.35 oz	143 Servings	2	3000	\$168.80/cs	100154 - \$80.57	\$88.23	Non-Substitutable
034696-0928	10346960928	Oven Roasted Glazed Chicken Wings	71 - 88 Servings	22	0	\$113.66/cs	100103W - \$34.16	\$79.50	Substitutable

Material No	New Material No	Description	Pack	Item #	Qty	Commercial	PTV	Commodity	Type
69190	1000006919	Cheeseburger Meatloaf, 2.9 oz	100 Servings	5	0	\$93.98/cs	100154 - \$46.60	\$47.38	Non-Substitutable
026435-0928	10264350928	Glazed Chicken Drumsticks	80 - 128 Servings	9	0	\$86.56/cs	100103D - \$32.09	\$54.47	Substitutable
021879-0928	10218790928	Seasoned, Glazed, Mesquite & Smoke Flavored ProPortion&#174; Bone-In Chicken	57 - 100 Servings	LAO	0	\$72.36/cs	100103D - \$9.94 100103W - \$14.91	\$47.51	Substitutable

**Notes & Comments:**

**Terms & Conditions:**

COMMERCIAL: Total Product Cost before USDA discount.

PTV: (Pass-Thru-Value) Dollar value of USDA donated food per case.

PROCESSING FEE (COMMODITY): USDA Commodity Fee-For-Service Pricing. Valid only on sales reported and validated via K12 Foodservice.

**NOI PROCESS:**

Distributors must billback against the commercial bid pricing. The distributor will be credited on a separate payment for the PTV after the distributor draws down the recipient agency's commodity balance via K12 Foodservice.

**NON-SUBSTITUTABLE CODES: "CLOSED SKU NOI"**

Non-Substitutable Codes: 100154 Beef Coarse Ground; 100155 Beef Fresh Combo, and 100193 Pork, will be available only via pass through method of Fee-For-Service or Closed SKU NOI. No COMMERCIAL sales for these commodities.

Per USDA Memo FD-007: Processing (Revised) - For end products produced from non-substitutable donated foods, the processor must assign end products a unique shop keeping unit (SKU) or other identifier to prevent commingling or slotting with similar commercial products, which do not meet USDA's specifications, substitution, and grading requirements, at the distributor facility. These closed SKU non-substitutable end products must only be sold to eligible SFAs. The processor must also provide the distributor with the gross price of the end product, and the value of the donated food used to produce the end product for each SKU. The processor should also notify SFAs that end products have shipped to the distributor, so that they can begin drawing down the inventory.

Our products are packed based on the average number of servings. The average servings per case is calculated and checked for compliance for every production shift (eight hours). The average servings per case, as set forth on the EPDS, meets FNS guidelines. The serving price has been calculated using the average number of servings. While the number of servings in each individual case could vary, the per serving price in this bid has been calculated to accurately reflect the per serving price over the school year.

Billback with proof of delivery. The Distribution Company is responsible for offering the appropriate product code to the Operator. This quote from Tyson Sales and Distribution, Inc. (Tyson) replaces and supersedes any quote previously provided to the Distribution Company for the Bid Title and Operator between the start and end dates above (including any overlapping time period). Placing any orders for the above products for the described Bid Title and Operator between the start and end dates above (including any overlapping time periods) constitutes acceptance of the pricing in this quote.

This quote is not a guaranty of availability of products. Tyson shall be liable for providing specified or comparable products only when Tyson executes an agreement with agreed upon volumes or provides written acceptance of an order. When aggregate purchase volumes have been agreed upon, Purchaser may not increase or decrease proportional product draw +/- five percent (5%) of the agreed upon volume without written acceptance by Tyson.

Tyson retains the right to adjust prices and to add, delete or substitute comparable products upon advance written notice.

Please note that Tyson offers an array of Marketing Resources, Recipes Ideas and offers over 50 products qualifying for Cool School Cafe points. More information is available at: <https://www.tysonfoodservice.com/your-channel/k-12>.

Except to the extent inconsistent with the terms herein, all products are sold pursuant to Tysons Terms & Conditions of Sale in place at the time of order acceptance, which are incorporated herein by reference and are available at: <https://www.tysonfoods.com/terms-conditions-sale>.

Contact:

Tyson Foods, Inc. Bid Department CP576 2200 Don Tyson Parkway  
Springdale, AR 72762

Tel: 800-643-3410 Fax: 479-203-4246

Confidentiality Clause: All information contained in this document that has been provided to the requesting party (you) by Tyson or its affiliates (collectively Tyson) is confidential and proprietary information of Tyson and may also be a trade secret, and are legally protected interests of Tyson. You are hereby advised, and you agree, that you, your officers, agents, and employees are responsible for maintaining the confidentiality of Tysons information and shall not divulge it to anyone in any format or manner without the prior express written permission of Tyson.



Tyson Foods, Inc.  
 2200 Don Tyson Parkway  
 Springdale, AR 72762  
 ph: (800) 248-9766

**Request #: GA-2023-27008**

**Operator:**

Dekalb County  
 1701 Mountain Industrial Boulevard  
 Stone Mountain, GA 30083  
 ph: (678) 676-0285  
 fax:

**Request Type:** Commercial

**Price Status:** Provided

**Shipment Type:** Direct Shipment

**Award Type:** Line Item

**Issue Date:** 3/3/2023

**Opening Date:** 3/8/2023

**Start Date:** 7/1/2023

**End Date:** 6/30/2024

**Print Date:** 3/7/2023

**Bid Title:**

Request to Renew RFP #22-18 USDA Product Processing Bid

Material No	New Material No	Description	Pack	Item #	Qty	Commercial
68035	10000068131	Country Fried Breaded Beef Steak, 3.8 oz	85 Servings	2	0	\$104.28/cs
68190	10000036919	Cheeseburger Meatloaf, 2.9 oz	100 Servings	5	0	\$91.74/cs
68180	10000068180	Beef Burger with Halal Certification, 2.0 oz	170 Servings	LAO	0	\$144.27/cs

**Notes & Comments:**

**Terms & Conditions:**

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# Material Reformatting



## Overview

We will be implementing a single SAP order entry platform across all campuses in January 2019 which will support our phased approach of our distribution “network of the future” which will roll out over the next three years. This will include a reformat of our **master data** that supports our **internal material numbers (product numbers)**.

### Why are we doing this?

This will standardize our data across all campuses, production facilities and our distribution network, enabling Tyson to fully automate across our entire supply chain and better enable the network of the future.

### What changes will impact you and what is the timing?

The change to our internal Tyson material number should have limited impact to you. The first change you will notice is on product labels. Legacy product numbers will remain on all labels and beginning July 15, 2018 we will begin to include the new Tyson material number. Additions of the new Tyson material number to the product label will happen on a rolling schedule over the next several months.

The second change, order entry, will **ONLY** impact customers using a Tyson, Hillshire or Advance-Pierre product code to place orders. These customers will need to convert to the new material code prior to our conversion date of January 27, 2019. Tyson will provide guidance to help you make these changes starting in the fall of 2018.

The third change, is the distribution “network of the future” which will be a phased roll out across the country over the next three years. Tyson Sales, Distribution, and Logistics team members will be reaching out their appropriate customer partners as those locations and changes get closer.

### What is not changing?

Related to this initiative, we are not changing any of the following key items:

- GTIN/UPC
- Product Name Short Description
- Brand Description
- Product Formulation
- Producing Locations

### What do you need to do?

1. Be prepared to see label changes as soon as July 15, 2018 and communicate those changes to your customers or teams.
2. Work closely with your Tyson Sales team who will proactively provide guidance on any needed order changes prior to January 27, 2019.

# Material Reformatting Details



## Key Decisions

	Description	Legacy Material Number	New Material Number
AdvancePierre	<ul style="list-style-type: none"> <li>Assigned a unique 5 digit number</li> <li>Padded with 1 and 0's to arrive at 11 digit</li> </ul>	<b>Alphanumeric</b> PM702	10000034684
Hillshire	<ul style="list-style-type: none"> <li>Padded with 1 and 0's to arrive at 11 digit</li> </ul>	<b>5 digit</b> 22018	10000022018
Legacy Tyson	<ul style="list-style-type: none"> <li>Add a 1 in front, remove the dash to arrive at 11 digit</li> </ul>	<b>10 digit</b> 029392-0616	10293920616

## Label Examples

	Legacy Label	New Material Number Added to Some Labels Prior to Go-Live (Mid-July to January 27, 2019)	
		Existing Material	New Material
AdvancePierre		<p>System shows: Pre go-live PM702 Post go-live 10000034684</p>	<p>System shows: Pre go-live 99932 Post go-live 1000099932</p>
Hillshire		<p>System shows: Pre go-live 22018 Post go-live 10000022018</p>	<p>System shows: Pre go-live 97803 Post go-live 10000097803</p>
Legacy Tyson		<p>System shows: Pre go-live 029392-0616 Post go-live 10293920616</p>	<p>System shows: Pre go-live 067802-0616 Post go-live 10678020616</p>



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/1/2024

12/15/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME:	
	PHONE (A/C, No. Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : ACE American Insurance Company		22667
INSURER B : Indemnity Insurance Co of North America		43575
INSURER C : ACE Property and Casualty Insurance Company		20699
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES \*TYSFO01 CERTIFICATE NUMBER: 12334860 REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> LMTS EXCESS \$1M <input type="checkbox"/> SELF INS. RETENTION GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	XSL G47300599	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 4,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 4,000,000 GENERAL AGGREGATE \$ 20,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	ISA H10691953 PHYS DMG SELF INSURED	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 10,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 250,000	Y	Y	XEU G27935400008 (\$15M)	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 PROD/COMPOP AGG \$ 15,000,000
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N/A		Y	WLR C50677655 (INSURED STATES)	1/1/2023	1/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	EXCS WC/EL (\$1M SIR)	N	N	WCU C50677527 (SELF INSURED STATES)	1/1/2023	1/1/2024	WC STATUTORY EMP LIAB \$1M

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 DESIGNATED LOC AGG - \$8M. DEKALB COUNTY SCHOOL DISTRICT IS AN ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY, AUTO LIABILITY AND UMBRELLA/EXCESS LIABILITY, AS REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES TO GENERAL LIABILITY, AUTO LIABILITY, EXCESS/UMBRELLA LIABILITY, AND WORKERS COMPENSATION/EMPLOYER'S LIABILITY, WHERE ALLOWED BY STATE LAW AND AS REQUIRED BY WRITTEN CONTRACT.

**CERTIFICATE HOLDER****CANCELLATION** See Attachments

12334860  
 DEKALB COUNTY SCHOOL DISTRICT  
 1701 MOUNTAIN INDUSTRIAL BLVD  
 STONE MOUNTAIN GA 30083

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Entity Name	Subsidiary of	Assumed Name/dba
Advance Food Company, LLC	AdvancePierre Foods, Inc.	
AdvancePierre Foods Holdings, Inc.	Tyson Foods, Inc.	
AdvancePierre Foods, Inc.	Tyson Foods, Inc.	
Aidells Sausage Company, Inc.	The Hillshire Brands Company	
Allied Specialty Foods, Inc.	AdvancePierre Foods, Inc.	
APF Legacy Subs, LLC	Clovervale Farms, LLC	
Artisan Bread Co., LLC	Tyson Refrigerated Processed Meats, Inc.	Bosco's Pizza Co.
Barber Foods, LLC	AdvancePierre Foods, Inc.	
Bryan Foods, Inc.	The Hillshire Brands Company	
CBFA Management Corp.	Foodbrands America, Inc.	
Central Industries, Inc.	Tyson Farms, Inc.	
Chefs Pantry, LLC	Cloverdale Farms, LLC	
Cloverdale Farms, LLC	AdvancePierre Foods, Inc.	
Cobb Worldwide Holding Company	Tyson International Holding Company	
Cobb-Vantress, Inc.	Tyson Foods, Inc.	Cobb-Vantress, Inc. & Sales
Cobb-Vantress, LLC	Tyson International Holding Company	
Deoro Foods, Inc.	Tyson Poultry, Inc.	
DFG Foods, Inc.	Foodbrands America, Inc.	
Dorada Poultry, LLC	Tyson Poultry, Inc.	
Egbert LLC	The Hillshire Brands Company	
Equity Meat Group	Keystone Foods LLC	
Flavor Corp.	The Hillshire Brands Company	
Flavor Holdings, Inc.	The Hillshire Brands Company	
Foodbrands America, Inc.	IBP Foodservice, LLC	
Foodbrands Supply Chain Services, Inc.	Foodbrands America, Inc.	
Gallo Salame, Inc.	The Hillshire Brands Company	
Global Employment Services, Inc.	Tyson Foods, Inc.	
Hillshire Grain Services, LLC	The Hillshire Brands Company	Tyson Foods Local Grain Services
Hudson Midwest Foods, Inc.	Tyson Chicken, Inc.	
IBP Foodservice, L.L.C.	Tyson Fresh Meats, Inc.	
International Affiliates & Investment LLC	The Hillshire Brands Company	
JST Global, LLC	Tyson Fresh Meats, Inc.	
Keystone County House Road, LLC	Keystone Foods LLC	
Keystone Foods Holdco LLC	MFG (USA) Holdings, Inc.	
Keystone Foods Intermediate LLC	Keystone Foods Holdco LLC	
Keystone Foods LLC	Keystone Foods Intermediate LLC	
Keystone Management, Inc.	Keystone Foods Intermediate LLC	
LD Foods LLC	Keystone Foods LLC	
Madison Foods, Inc.	Tyson Fresh Meats, Inc.	
MFG (USA) Holdings, Inc.	Tyson Foods, Inc.	
Nacrail, LLC	Tyson Farms, Inc.	
National Comp Care, Inc.	Tyson Foods, Inc.	
New Canada Holdings, Inc.	Tyson Fresh Meats, Inc.	
Oaklawn Capital Corporation	Tyson Foods, Inc.	
Original Philly Holdings	AdvancePierre Foods, Inc.	Original Philly

		Cheesesteak Co.
Original Philly Holdings	AdvancePierre Foods, Inc.	Philadelphia Cheesesteak Co.
Original Philly Holdings	AdvancePierre Foods, Inc.	Philadelphia Pre-Cooked Steak Co
Original Philly Holdings	AdvancePierre Foods, Inc.	The Original Philly Cheesesteak
PBX, Inc.	Tyson Fresh Meats, Inc.	
Pierre Holdco, Inc.	AdvancePierre Foods Holdings, Inc.	
River Valley Ingredients, LLC	Tyson Poultry, Inc.	
Rural Energy Systems, Inc.	Tyson Fresh Meats, Inc.	
Sara Lee Diversified, LLC	The Hillshire Brands Company	
Sara Lee Foods, LLC	The Hillshire Brands Company	
Sara Lee International LLC	The Hillshire Brands Company	
Sara Lee International TM Holdings LLC	The Hillshire Brands Company	
Sara Lee Mexicana Holdings Investments, L.L.C.	The Hillshire Brands Company	
Sara Lee TM Holdings LLC	The Hillshire Brands Company	
Sara Lee Trademark Holdings Australasia LLC	The Hillshire Brands Company	
Sara Lee-Kiwi Holdings, LLC	The Hillshire Brands Company	
Samar, L.L.C.	The Hillshire Brands Company	
Southern Family Foods, L.L.C.	The Hillshire Brands Company	
Southwest Products, LLC	Tyson Foods, Inc.	
TCI Grain Services, LLC	Tyson Chicken, Inc.	Tyson Foods Local Grain Services
Tecumseh Poultry LLC	Tyson Foods, Inc.	Smart Chicken
Texas Transfer, Inc.	Tyson Fresh Meats, Inc.	
TFA Leasing, LLC	Tyson Farms, Inc.	
TFA Opportunity Zone Fund, LLC	Tyson Farms, Inc.	
TFI of California, Inc.	The Hillshire Brands Company	
The Bruss Company	Foodbrands America, Inc.	
The Hillshire Brands Company	Tyson Foods, Inc.	Delta Valley
The Hillshire Brands Company	Tyson Foods, Inc.	Galileo Foods
The Hillshire Brands Company	Tyson Foods, Inc.	Lahli
The Hillshire Brands Company	Tyson Foods, Inc.	Raised & Rooted
The Hillshire Brands Company	Tyson Foods, Inc.	Russer Foods
The IBP Foods Co.	Tyson Fresh Meats, Inc.	
The Pork Group, Inc.	Tyson Foods, Inc.	
TyNet Corporation	Tyson Foods, Inc.	
Tyson Breeders, Inc.	Tyson Foods, Inc.	
Tyson Case Ready, LLC	Tyson Fresh Meats, Inc.	
Tyson Chicken, Inc.	Tyson Foods, Inc.	
Tyson Deli, Inc.	Foodbrands America, Inc.	
Tyson Farms, Inc.	Tyson Foods, Inc.	American Proteins, Inc.
Tyson Farms, Inc.	Tyson Foods, Inc.	NatureRaised
Tyson Farms, Inc.	Tyson Foods, Inc.	NatureRaised Farms

Tyson Farms, Inc.	Tyson Foods, Inc.	NatureRaised Foods
Tyson Farms, Inc.	Tyson Foods, Inc.	River Valley Animal Foods
Tyson Farms, Inc.	Tyson Foods, Inc.	River Valley Ingredients
Tyson Farms, Inc.	Tyson Foods, Inc.	Tyson Ingredient Solutions
Tyson Farms, Inc.	Tyson Foods, Inc.	Tyson Local Grain Services
Tyson Farms QOZB, LLC	Tyson Opportunity Zone Fund LLC	
Tyson Fresh Meats, Inc.	Tyson Foods, Inc.	Dakota Technology Company
Tyson Fresh Meats, Inc.	Tyson Foods, Inc.	IBP, inc.
Tyson Fresh Meats, Inc.	Tyson Foods, Inc.	Madison Processed Meats
Tyson Fresh Meats, Inc.	Tyson Farms, Inc.	NatureRaised Farms
Tyson Fresh Meats, Inc.	Tyson Foods, Inc.	TASCO
Tyson Fresh Meats, Inc.	Tyson Foods, Inc.	TASCO Centrifuge
Tyson Fresh Meats, Inc.	Tyson Foods, Inc.	Thomas E. Wilson Foods
Tyson Fresh Meats, Inc.	Tyson Foods, Inc.	Trans Continental Cold Storage
Tyson Fresh Meats, Inc.	Tyson Foods, Inc.	Transcontinental Cold Storage
Tyson Fresh Meats, Inc.	Tyson Foods, Inc.	TSD Sales & Distribution
Tyson Fresh Meats, Inc.	Tyson Foods, Inc.	
Tyson Hog Markets, Inc.	Tyson Fresh Meats, Inc.	
Tyson International Holding Company	New Canada Holding Inc.	
Tyson International Service Center, Inc.	Tyson Fresh Meats, Inc.	
Tyson International Service Center, Inc. Asia	Tyson International Service Center, Inc.	
Tyson International Service Center, Inc. Eurpoe	Tyson International Service Center, Inc.	
Tyson Mexican Original, Inc.	Tyson Foods, Inc.	
Tyson New Ventures, LLC	Tyson Foods, Inc.	
Tyson of Wisconsin, LLC	Tyson Fresh Meats, Inc.	
Tyson Opportunity Zone Fund, LLC	Tyson New Ventures LLC	
Tyson Poultry, Inc.	Tyson Foods, Inc.	
Tyson Prepared Foods, Inc.	Tyson Deli, Inc.	KPR Foods
Tyson Prepared Foods, Inc.	Tyson Deli, Inc.	Rosani Foods
Tyson Prepared Foods, Inc.	Tyson Deli, Inc.	Tyson Food Service
Tyson Processing Services, Inc.	Tyson Fresh Meats, Inc.	
Tyson Refrigerated Processed Meats, Inc.	Foodbrands America, Inc.	
Tyson Sales and Distribution, Inc.	Tyson Foods, Inc.	
Tyson Service Center Corp.	Tyson Fresh Meats, Inc.	
Tyson Shared Services, Inc.	Tyson Foods, Inc.	Tyson Foods Local Grain Services

Tyson Storm Lake Holdings, LLC	The Hillshire Brands Company	
Tyson Warehousing Services, LLC	Tyson Foods, Inc.	
WBA Analytical Laboratories, Inc.	Tyson Foods, Inc.	
Wilton Foods, Inc.	Foodbrands America, Inc.	
Zemco Industries, Inc.	Foodbrands America, Inc.	

TYSON FOODS, INC. ; 1063390



**12334860**

DEKALB COUNTY SCHOOL DISTRICT  
1701 MOUNTAIN INDUSTRIAL BLVD,  
STONE MOUNTAIN, GA 30083

**Dear Valued Client:**

In our continuing effort to provide timely certificate delivery, Lockton Companies is utilizing paperless delivery of Certificates of Insurance. To ensure electronic delivery for future renewals of this certificate, we need your email address. Please contact us via the email below and reference Certificate ID: **12334860**.

**You must reference this Certificate ID number in order for us to complete this process.**

- **Certificate ID: 12334860**
- **Email: [kcasu@lockton.com](mailto:kcasu@lockton.com)**
- **Subject Line: ASU E-Delivery**

**NOTES:**

Signing up for this will **NOT** sign you up for any solicitation emails - your email will only be used to forward updated or renewal certificates direct from Lockton.

We are **not** able to send PDFs of certificates, your certificates will come via a secure link to our database (see below) with the following email "[certificates@locktoncerts.com](mailto:certificates@locktoncerts.com)". This is how you know it is from Lockton directly. **Also** - please **do not** send any emails to "[certificates@locktoncerts.com](mailto:certificates@locktoncerts.com)" as it is not an actual email address. If you do need a pdf of a certificate, please email [kcasu@lockton.com](mailto:kcasu@lockton.com) to request one.

The link will look like this:



If you received this letter with a certificate via email, no further action on your part is necessary.

If you no longer need this certificate, please contact us at [kcasu@lockton.com](mailto:kcasu@lockton.com), reference the Holder ID number and use this subject line: "Certificate Removal"

Thank you for your cooperation.

**Lockton Companies**  
**Account Services Unit**

**Insurance**

The DCSD Risk Management Unit sets insurance and indemnification requirements for each solicitation.

Certificate of Insurance and/or ACORD Form is required with solicitation submittal. **Provision of Certificate of Insurance is a mandatory requirement.** Proposals submitted with Certificates of Insurance will be considered conditionally responsive to the insurance and indemnification requirement. Final award of this bid will be contingent upon receipt within ten (10) business days of request for insurance documentation complete with the following requirements and fully acceptable to the DCSD Risk Management Unit. No work will commence and no purchases will be made without the written statement of approval of insurance coverage from the DCSD Risk Management Unit. In the event the awarded bidder cannot produce insurance coverage acceptable to the DCSD Risk Management Unit within the time provided, DCSD reserves the right to award this solicitation to the first runner-up.

1) Vendor shall procure and maintain throughout the term of this agreement a policy or policies of insurance providing coverage as set forth below. The foregoing policies shall be obtained from insurance companies approved to do business in the State of Georgia or companies acceptable to DCSD. Vendor shall procure the insurance policy or policies at the vendor's own expense and shall furnish to DCSD a certificate(s) of insurance containing the following information:

- (a) Name and address of agent/broker;
  - (b) Name and address of insured;
  - (c) Name of insurance company, underwriting syndicate, or other insuring entity;
  - (d) Description of coverage in standard terminology;
  - (e) Policy period;
  - (f) Policy number;
  - (g) Limits of liability;
  - (h) Name and address of certificate holder;
  - (i) Acknowledgment to the DCSD of notice requirements of material adverse change;
  - (j) Signature of authorized agent/broker;
  - (k) Telephone number of authorized agent/broker; and
  - (l) Details of policy exclusions applicable to this agreement in comments section of Insurance Certificate.
- All certificates/endorsements evidencing primary and excess layers shall be renewed and kept current and up to date on an annual or lesser time basis as needed.

2) All liability policies shall include DCSD as an additional insured. Vendor is required to maintain the following insurance coverage(s) during the term of this agreement:

- (a) Workers Compensation Insurance in the amounts of the statutory limits established by the General Assembly of the State of Georgia. Bidder shall have the ability to self-insure its required workers' compensation coverage if bidder is an approved self-insurer in the State of Georgia.
- (b) Comprehensive General Liability Policy, or equivalent coverage, to include products and completed operations liability and contractual liability. The Comprehensive General Liability Policy shall have dollar limits sufficient to insure that there is no gap in coverage between this policy and any excess or Commercial Umbrella Policy described below.
- (c) Comprehensive Auto Policy to include but not be limited to liability coverage on any owned, non-owned and hired vehicle used by bidder or bidder's personnel in the performance of this agreement. The Comprehensive Automobile Policy shall have dollar limits sufficient to insure that there is no gap in coverage between this policy and the excess or Commercial Umbrella Policy required under this agreement.
- (d) Commercial Umbrella or Excess Liability Policy, which must provide the same or broader coverage than those provided for in the above Comprehensive General Liability and Business

Tyson / Charles Boger  
Charles Boger (Mar 8, 2023 15:03 CST)

COMPANY NAME/CERTIFYING OFFICIAL SIGNATURE  
Charles Boger, SR Director Pricing

Auto Policies. Policy limits for the Commercial Umbrella or Excess Liability Policy shall have an annual aggregate limit not less than \$2,000,000.

- (e) Under all coverage and certificates required hereunder, policies shall or be endorsed to include the following terms and conditions:
- (i) All policies and coverage shall be on an "occurrence" not "claims made" basis.
  - (ii) The foregoing policies shall contain a provision that coverage afforded under the policies will not be canceled, or not renewed, allowed to lapse for any reason until at least sixty (60) days prior written notice has been given to DCSD.
  - (iii) Shall waive all right of subrogation against Indemnitees for losses arising out of this agreement.
  - (iv) A severability of interest or cross liability clause or endorsement applies to commercial general liability and excess liability policies.
  - (v) Certificates of Insurance showing such coverage to be in force shall be filed with DCSD prior to commencement or continuation of any work under this agreement.
  - (vi) All such coverage shall remain in full force and effect during the term and any renewal or extension thereof.
- (f) Under coverage and certificates required under Sections 2(a), 2(b), (c), and (d) above, policies shall be endorsed to include the following terms and conditions:  
Minimum limits of \$1,000,000 per occurrence \$2,000,000 in the annual aggregate. Primary limits of coverage in the amount of \$1,000,000 per occurrence must be with insurers approved to conduct business in the State of Georgia. Excess or umbrella liability insurance may be placed with any insurer submitted by bidder, including captive or self-insured programs, with the prior written approval of DCSD.
- (g) Bidder shall require any and all subbidders performing work under this agreement to carry insurance of the types and with limits of liability as bidder shall deem appropriate and adequate for the work being performed. However, the obligations of the bidder to the Indemnitees assumed in Sections of Indemnification, and Insurance shall not be reduced or diminished by the standards set for the subbidders. Further, bidder agrees that their obligations to indemnify and insure the Indemnitees shall pertain to all losses arising out of the subbidder's acts or negligence in the same manner and to the same extent as if committed by the bidder. Bidder shall obtain and make available for inspection by DCSD, current certificates of insurance evidencing insurance coverage by such subbidders.

Tyson / Charles Boger  
Charles Boger (Mar 8, 2023 15:03 CST)

COMPANY NAME/CERTIFYING OFFICIAL SIGNATURE  
Charles Boger, SR Director Pricing



March 03, 2023

VIA EMAIL : K12bidgroup@tyson.com

Tyson Prepared Foods, Inc.  
2200 Don Tyson Parkway  
Springdale, AZ 72762  
ATTN: Charles Boger, SR Director Pricing

**Reference:** Bid No. 22-18, USDA Product Processing

Dear Mr. Boger:

As a result of the excellent service provided by Tyson Prepared Foods, Inc., the DeKalb County School District (“DCSD”) desires to renew the award of the items listed below on Bid No. 22-18 USDA Product Processing for one (1) year on the same terms, conditions and pricing as stated in the bid on the items listed below. The purpose of this letter is to obtain Tyson Prepared Foods, Inc.’s acceptance of DCSD’s offer to renew the award of Bid No. 22-18.

Item No.: 2, 5, 9, 10, 11, 13, 15, 16, 17, 18 & 22 only.

The renewal is subject to the DeKalb County Board of Education’s (“Board”) approval and will be effective from July 1, 2023 through June 30, 2024. Of course, we will notify you once the Board has approved the renewal. DCSD appreciates Tyson Prepared Foods, Inc.’s consideration of this offer to renew the award of Bid No. 22-18.

If accepted, please submit a copy of your company’s proof of insurance reflecting the coverage(s) stated within the original solicitation document, sign the acceptance below and email both documents to [solicitationquestions@dekalbschoolsga.org](mailto:solicitationquestions@dekalbschoolsga.org) no later than Wednesday, March 8, 2023. Insurance policy or policies must be maintained throughout the term of this agreement. A copy of the insurance requirements is included.

Best regards,

*Carla L. Smith*

Carla L. Smith  
Executive Director, Vendor Services  
CLS/lw  
c: Dr. Connie Walker  
Ms. Janet Stone

**ACKNOWLEDGMENT**

Tyson Prepared Foods, Inc. hereby accepts DeKalb County School District’s offer to renew the award of Bid No. 22-18, USDA Product Processing at the same prices, terms and conditions as the original award, until June 30, 2024. Tyson Prepared Foods, Inc. understands that this acceptance is subject to the approval of the DeKalb County Board of Education.

*Charles Boger*

Charles Boger (Mar 8, 2023 15:03 CST)

Authorized Signatory

**Charles Boger**

Name (Typed or Printed)

**03/08/2023**

Date

**SR Director Pricing**

Title of Authorized Signatory






# Request to Renew RFP #22-18 USDA Product Processing Bid

Final Audit Report

2023-03-08

Created:	2023-03-08 (Central Standard Time)
By:	Ro Garrison (Ro.Garrison@tyson.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAT8x5jjSnBfJzxZWYOkylCCmQ78zxe6xn

## "Request to Renew RFP #22-18 USDA Product Processing Bid" History

-  Document created by Ro Garrison (Ro.Garrison@tyson.com)  
2023-03-08 - 2:56:23 PM CST
-  Document emailed to Charles Boger (charlie.boger@tyson.com) for signature  
2023-03-08 - 2:59:01 PM CST
-  Email viewed by Charles Boger (charlie.boger@tyson.com)  
2023-03-08 - 3:03:33 PM CST
-  Document e-signed by Charles Boger (charlie.boger@tyson.com)  
Signature Date: 2023-03-08 - 3:03:52 PM CST - Time Source: server
-  Agreement completed.  
2023-03-08 - 3:03:52 PM CST