



February 16, 2023

REVISED

VIA EMAIL: marzepka@hormel.com

Jennie-O Turkey Store Sales, LLC
2505 Willmar Ave SW
Willmar, MN 56201
ATTN: Michael Rzepka, Finance Manager Food Service

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

Dear Mr. Rzepka:

As a result of the excellent service provided by Jennie-O Turkey Store Sales, LLC, 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 Jennie-O Turkey Store Sales, LLC's acceptance of DCSD's offer to renew the award of Bid No. 22-18.

Item No.: 23 only

The renewal is subject to the DeKalb County Board of Education's ("Board") approval and will be effective from July 1, 2024, through June 30, 2025. Of course, we will notify you once the Board has approved the renewal. DCSD appreciates Jennie-O Turkey Store Sales, LLC'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 lakesia_watkins@dekalbschoolsga.org no later than Friday, February 23, 2024. Insurance policy or policies must be maintained throughout the term of this agreement. A copy of the insurance requirements is included.

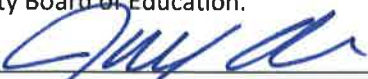
Best regards,

Carla L. Smith

Carla L. Smith
Executive Director, Vendor Services
CLS/smg
c: Dr. Connie Walker
Ms. Teresa Adams

ACKNOWLEDGMENT

Jennie-O Turkey Store Sales, LLC 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, 2025. Jennie-O Turkey Store Sales, LLC understands that this acceptance is subject to the approval of the DeKalb County Board of Education.



Authorized Signatory

Jennifer M Johnson

Name (Typed or Printed)

2-23-24

Date

Finance Manager K12

Title of Authorized Signatory



Jennie-O Turkey Store, LLC.
 2505 Willmar Avenue SW
 Willmar, MN 56201

Contract:

DEKALB COUNTY
 #: DeckDeal
 Term: 7/1/2023 - 6/30/2024

Operator:

DEKALB COUNTY
 3770 NORTH DECATUR ROAD
 DECATUR, GA 30032
 #:

Sales Manager:

Alice Woods
 email: ajwoods@j-ots.com
 ph: (248) 797-5741

Michael Rzepka
 email: marzepka@hormel.com
 ph:

Distributors:

Customer #	Name
072895	GORDON FOODSERVICE

Products:

Item Code	GTIN	Description	Est. Quantity	PTV	JTS	Cmc. Rate	FFS
317004	9004222317002	317004 JENNIE-O Turkey Breast and Thigh Roast Boneless CIB Skin On FC 4 / 8.5 - 11.5 Pounds		\$1.50/lb	\$0.07/lb		\$2.44/lb

Terms & Conditions:

- Due to market conditions, this pricing may be revised with 30 days advance written notice.
- The terms of sale are governed by Sellers standard Invoice or Terms of Sale. Neither party will be in default in the performance of its obligations under this Agreement if its performance is prevented or delayed because of war, terrorism, hostilities, revolution, civil commotion or unrest, strike, labor dispute, epidemic diseases, quarantine, import restrictions, export restrictions, fire, wind, earthquake or flood, any law, order, proclamation, regulation or ordinance of any government or government subdivision, Acts of God or for any other cause, whether similar or dissimilar to those enumerated, that is beyond that party's reasonable control and without that party's fault or negligence. This definition of Force Majeure specifically includes production issues where through no fault of Seller, agricultural commodities required to produce Products are not available to Seller or the industry in general in sufficient quantities.

- Commercial Only Bids: The Bid price &/or allowances quoted in the bid requests are not allowed to be used in combination with any other discounts or special contract pricing. These additional discounts include but are not limited to commodity PTV allowances, GPO pricing, National Account contracts or any other deviated pricing.

Commercial and Commodity Bids: For Bids that request both Commercial and Commodity Bid Pricing the commercial bid price will be the base price listed of the Jennie-O Turkey Store Commodity Program for each item before any discounts, allowances or crediting of the Pass through Value. The commodity bid price will be the commercial net of said discounts, allowances and Pass through Value.

Commodity Bids FFS For commodity bids using the Fee-for Service model, the price will be the Jennie-O Turkey Store Commodity Program base price net of the Pass through Value of donated food, and any other discounts and allowances. No other pricing structure such as GPO pricing, National Account pricing can be used for these bids. Any deviations from this price must be approved in advance by Jennie-O Turkey Store.

Commodity Bids NOI: For Commodity bid using the Net off Invoices model. The bid price will be the NOI base price established by Jennie-O Turkey Store. Any deviations from this price must be approved in advance by Jennie-O Turkey Store.

All Bid pricing is to be used for K12 schools and other eligible nonprofit institutions. All BIDS awarded with deviated pricing must be confirmed with JOTS Local broker &/or JOTS BID Coordinator to be considered valid pricing. There is no guarantee on 100% fill rate for bid quantities requested. 2,000 lb. order minimum.

INTERFLEX PRICING DOCUMENT IS FINAL PRICE

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


Hornet Food Sales, LLC 
 COMPANY NAME/CERTIFYING OFFICIAL SIGNATURE
 Finance Manager HR Jennifer M. Johnson
 2-23-24

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 Indemniteses 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 Indemniteses 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 Indemniteses 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.

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 Finance Manager KR Jennifer M Johnson
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