

Commodity Processing - Beef (Annual Contract)

Bid 22-20

Addendum #1

The information contained in this document shall become an official part of the original document and shall be acknowledged as noted on the Bid Certification Form (Form 2) of solicitation document in the space provided. Failure to acknowledge receipt of an addendum may result in a status of non-responsive. Firms are encouraged to review the contents of this document and to respond accordingly.

Addendum No. 1 is issued to answer the following deviations/exceptions submitted.

Deviation/Exception	Response:
<p><b>1. ITB PAGE 6 SECTION N ITB PAGE 8 SECTION R ATTACHMENT A PAGE 16 BULLET 10 SAMPLE CONTRACT PAGE 17 #35.0 SAMPLE CONTRACT PAGE 18 #36.0 SAMPLE CONTRACT PAGE 19 #37.0 &amp; #38.0</b></p> <p>Tyson agrees to indemnify Savannah-Chatham County Public School System as described in the Pure Food Guaranty /Indemnification Agreement attached and incorporated herein. However, Tyson is willing to have each parties' legal counsel negotiate mutually agreeable terms and conditions.</p>	<p>Accepted, pending final negotiation of mutually agreeable terms and conditions with the awarded vendor(s).</p>
<p><b>2. ATTACHMENT A PAGE 16 BULLET 1 SAMPLE CONTRACT PAGE 5 #7.0 SAMPLE CONTRACT PAGE 6 #9.0</b></p> <p>Tyson Foods operates in accordance of all applicable regulations, as stated on the attached Pure Food Guaranty/ Indemnification Agreement and HACCP letter. For a Tyson direct ship delivery to the recipient agency, the recipient agency has the right to refuse at the time of delivery for damaged product. Deliveries to the recipient agency by distributor and/or carrier would be between the recipient agency and distributor to resolve.</p> <p>Product quality complaint process:</p> <ul style="list-style-type: none"> <li>o Recipient agency fills out product complaint form</li> <li>o Email the form to fscomplaints@tyson.com</li> <li>o The Tyson complaint department will investigate the complaint</li> <li>o Depending upon the results of the complaint investigation, Tyson and the recipient agency will negotiate the proper resolution.</li> </ul>	<p>Accepted.</p>
<p><b>3. ATTACHMENT A PAGE 16 BULLET 3 SAMPLE CONTRACT PAGE 6 #9.0</b></p> <p>Tyson will use all reasonable efforts to provide notice of any product substitutions. Tyson reserves the right to offer reasonable substitutions without recourse.</p>	<p>The District will require prior approval of substitutions to ensure that they meet the specification of the District meal plans.</p>
<p><b>4. ATTACHMENT A PAGE 16 BULLET 6 SAMPLE CONTRACT PAGE 5 #8.0</b></p> <p>Physical facility visits will be welcomed if they are pre-arranged and at the expense of Savannah-Chatham County Public School System. Each of our food processing establishments is subject to FDA and/or USDA inspection as required by law. These establishments operate in accordance with all applicable regulations including, but not limited to, HACCP, SSOP, Sanitation Performance Standards, and GMP. Tyson will not grant the right to "inspect" our facilities.</p>	<p>Accepted.</p>

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<p>The inspection of delivery vehicles will be limited to include only the trailer portion of the vehicle and not the driver's compartment.</p>	
<p><b>5. ATTACHMENT A PAGE 16 BULLET 8</b></p> <p>Tyson shall have the right to adjust product formulation or specifications, including but not limited to packaging and ingredients, as needed.</p>	<p>Accepted with addition of the following language: "as long as it meets the specifications of the District meal plan."</p>
<p><b>6. ATTACHMENT A PAGE 16 BULLET 9</b> <b>SAMPLE CONTRACT PAGE 7 #11.0</b></p> <p>Please see attached Recall letter.</p>	<p>Accepted.</p>
<p><b>7. ATTACHMENT A PAGE 16 BULLET 10</b></p> <p>Please refer back to our Finished Product Testing and Food Safety Letters. Tyson will not provide additional product testing/sampling or documentation beyond the scope of our Sentinel Site Program.</p>	<p>Accepted.</p>
<p><b>8. ITB PAGE 17 #8.0 b</b> <b>ITB PAGE 20 17.0</b></p> <p>Tyson will hold firm the bid price(s), terms and conditions stated in its bid through the bid process and until the time of the award is made. While Tyson intends to maintain the pricing for the full year term, due to the current inflationary environment and uncertain market conditions, Tyson reserves the right to adjust pricing with thirty (30) days' written notice to SCCPSS. If SCCPSS is not agreeable with the updated pricing, SCCPSS shall have the right to terminate the Agreement upon prompt written notice to Tyson.</p>	<p>Accepted.</p>
<p><b>9. ATTACHMENT A PAGE 17 #8.0 c</b> <b>ATTACHMENT A PAGE 18 #9.0 c &amp; f</b> <b>SAMPLE CONTRACT PAGE 5 #7.0 PARAGRAPH 2</b> <b>SAMPLE CONTRACT PAGE 11 #21.6</b></p> <p>For districts electing to use direct delivery from Tyson, 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.</p>	<p>District deliveries are made to:  Williams Institutional Foods Douglas, GA 31534</p>
<p><b>10. ATTACHMENT A PAGE 23 #33.0</b></p> <p>Tyson employs over 139,000 team members and has over \$43 billion in annual sales. With the level of sales Tyson has there are periodic disputes between parties in regard 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 fulfilling orders. Neither Tyson nor its subsidiaries have filed for bankruptcy in the past 10 years. Further, as a publicly traded company, required disclosure of litigation or other material proceedings can be found in Tyson's 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 <a href="http://www.sec.gov">www.sec.gov</a>. (Ticker symbol TSN).</p>	<p>Accepted.</p>
<p><b>11. SAMPLE CONTRACT PAGE 2 #4.2</b> <b>SAMPLE CONTRACT PAGE 4 #4.18</b> <b>SAMPLE CONTRACT PAGE 15 #26.0</b></p> <p>Please see attached letter dated January 4th, 2021 for information regarding our HACCP Program. Tyson's complete HACCP Program is considered proprietary and</p>	<p>Accepted.</p>

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cannot be provided. However, our complete HACCP Program is available for viewing at any of our production facilities.	
<p>12. <b>SAMPLE CONTRACT PAGE 2 #4.7</b></p> <p>All transportation of Tyson food products is conducted in accordance with the FSMA Sanitary Transport Rule at 21 C.F.R. § 1.904. Tyson's Standard for shipping frozen products is that the products are shipped in a refrigerated truck with the temperature recorder box set at -5° F. The purpose of a temperature recorder box is to maintain cabin temperature range and separate the external temperature gradient between the inside and outside of the truck. Like any A/C unit, these units run in cycles in which they cycle on and off to maintain a consistent temperature. Resultingly, the temperature of the product is received by the customer at 10° F or less.</p>	Accepted.
<p>13. <b>SAMPLE CONTRACT PAGE 3 #4.11</b></p> <p>Tyson uses a code date system that indicates the manufacturing date and location for tracking purposes of the product. We do not have a "use by" date labeled on the case. All of our products have shelf life information available on our website. The shelf life gives you a date for the best eating quality. Please see attached within our proposal response, our code date format information for your use in helping to identify the date of production. You can use this along with the shelf life information provided from our website <a href="http://www.tysonfoodservice.com/your-channel/k-12">http://www.tysonfoodservice.com/your-channel/k-12</a> to determine the remaining shelf life from the date of production.</p>	Accepted.
<p>14. <b>SAMPLE CONTRACT PAGE 3 #4.12 &amp; #4.16</b> <b>SAMPLE CONTRACT PAGE 14 #24.0</b></p> <p>Access to Tyson's inventory of USDA donated commodity products is available in real-time at <a href="http://www.K12foodservice.com">www.K12foodservice.com</a>.</p>	The District will require awarded vendor(s) to provide Monthly Usage Reports to the School Nutrition Department.
<p>15. <b>SAMPLE CONTRACT PAGE 9 #16.0</b></p> <p>Tyson confirms that we will consider extending the terms, conditions, and pricing resulting from this proposal to other school districts upon request and mutual agreement between both Savannah-Chatham County Public School System and Tyson.</p>	Accepted.
<p>16. <b>SAMPLE CONTRACT PAGE 9 #18.0</b> <b>SAMPLE CONTRACT PAGE 10 #19.0</b></p> <p>A 14-day minimum notice for ordering is required. To assist in eliminating the occurrence of an emergency delivery situation, Tyson will continually manage product inventory to ensure timely supply by analyzing menu frequency of specific products and district ADP. Tyson's Demand Planner will develop a forecasting plan which will generate a demand-driven production plan. This production plan will allow our facilities to produce products just in time for the District and continue our efforts towards to creating innovative products your students will love and expect through their growing participation within your school lunch program. Tyson will continue to partner with you to deliver quality, innovative and safe products that drive increased menu participation for years to come.</p>	Accepted.
<p>17. <b>SAMPLE CONTRACT PAGE 23 #55.0</b></p> <p>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</p>	Accepted.

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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.	
18. <b>SAMPLE CONTRACT PAGE 23 #56.0</b> <b>SAMPLE CONTRAT PAGE 24 #58</b>  Either party may terminate this agreement for convenience with 90 days written notice.	The District is agreeable to extending the notice time for contract clause 56.0 from fourteen (14) days to sixty (60) days advanced notice to the Contractor.

**\*\*\*All other terms and conditions remain unchanged\*\*\***

**End of Addendum #1 to Bid 22-20**

**Joan R. Carter, Lead Purchasing Agent**  
**SCCPSS Purchasing Department**