

Enclosed, for your reference and any questions an auditor may have, you will find the following information regarding Spokane Public School's RFP 16-2122, Processing with USDA Chicken Commodities documents:

- Advertisement for this RFP
- Affidavit of Advertisement from the Spokesman Review
- Proof this advertisement was posted to our public website
- The original Request for Proposal specifications and accompanying Addenda
- Spokane Public Schools Board Recommendation
- Proof of posting in the School Board's Consent Agenda
- Proof of approval of the School Board on 2/9/22
- Response documents from Pilgrim's Pride Corp., the awarded contractor

The initial term of this contract is 9/1/22 through 8/31/23. Should this contract be renewed in ensuing years, this website will have each successive board recommendation, proof of board approval and a non-debarment verification for that year. These documents will be posted after the last school board meeting of each fiscal year (the fourth Wednesday of August of each year).

Please keep in mind that audits of the 2021-2022 school year will be on information contained in the RFP 20-1617 group of documents. If you have any questions or I can be of any further service, please don't hesitate to contact me.

Pam Tatosky
Buyer II
Spokane Public Schools
509-354-7127
pamt@spokaneschools.org

Purchasing Department
2815 East Garland Avenue
Spokane, WA 99207-5889

phone (509) 354-7174
fax (509) 354-7183
www.spokaneschools.org



December 21, 2021

ADVERTISEMENT FOR BIDS

Spokane Public Schools' Purchasing Department will receive sealed RFP's at 2815 East Garland Avenue, Spokane, WA 99207, for the following:

RFP No. 15-2122
PROCESSING WITH USDA BEEF COMMODITIES, until 2:00:00 p.m. PST, Wednesday,
January 26, 2022

And

RFP No. 16-2122
PROCESSING WITH USDA CHICKEN COMMODITIES, until 2:00:00 p.m. PST, Thursday,
January 27, 2022

Specifications are on file in the Purchasing Department and posted on the Spokane Public Schools' Purchasing website: www.spokaneschools.org/solicitations

Spokane Public Schools encourages participation of Minority Owned and Women Owned Business Enterprises.

Individuals with disabilities who may need additional accommodations to participate in the public opening should contact Pam Tatosky, Purchasing Services, at 509-354-7127, no later than three days prior to the scheduled opening date so arrangement for the accommodations can be made

BY ORDER OF THE BOARD OF DIRECTORS
SPOKANE PUBLIC SCHOOLS

Dr. Adam Swinyard, Secretary

TO BE ADVERTISED IN THE Spokesman-Review, January 6 & 13, 2022.

THE SPOKESMAN-REVIEW

559 W Riverside Ave., Spokane, WA 99201

PUBLISHER'S AFFIDAVIT

STATE OF NEW YORK }
COUNTY OF ERIE } ss

Name: SPOKANE SCHOOL DISTRICT NO 81 Client ID: 101260
PO No: _____ No. Lines: 38
Total Cost: \$379.92 Campaign: 179243

I, Jennifer Evans do solemnly swear that I am a Authorized Representative of The
Spokesman-Review, a newspaper established and regularly published, once each day in the English
language, in and of general circulation in the City of Spokane, Spokane County, Washington; and in the
City of Coeur d'Alene, Kootenai County, Idaho; that said newspaper has been so established and regularly
published and has had said general circulation continuously for more than six (6) months prior to the 23rd
day of July, 1941; that said newspaper is printed in an office maintained at its place of publication in the
City of Spokane, Washington; that said newspaper was approved and designated as a legal newspaper by
order of the Superior Court of the State of Washington for Spokane County on the 23rd day of July, 1941,
and that said order has not been revoked and is in full force and effect; that the notice attached hereto and
which is a part of the proof of publication, was published in said newspaper 2 time(s), the
publication having been made once each time on the following dates:

1/6/2022, 1/13/2022

That said notice was published in the regular and entire issue of every number of the paper during the
period of time of publication, and that the notice was published in the newspaper proper and not in a
supplement.

Subscribed and sworn to before me this 24 day of

January, 2022

Jennifer Evans
(Advertising Agent)
Carol Smith

(Notary)

CAROL SMITH
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 016V6350322
Qualified in Niagara County
Commission Expires November 14, 2024

Copy of Affidavit

THE SPOKESMAN-REVIEW

609 W. Riverside Ave., Spokane, WA 99201

PUBLISHER'S ANNOUNCEMENT

Campaign: 179243

Spokane Public Schools
Purchasing Department will receive
sealed RFP's at 2815 East Garland
Avenue, Spokane, WA 99207, for
the following:

RF No. 15-2122
PROCESSING WITH USDA BEEF
COMMODITIES, until 2:00:00 p.m.
ST, Wednesday, January 26, 2022

and

RF No. 16-2122
PROCESSING WITH USDA CHICKEN
COMMODITIES, until 2:00:00 p.m.
ST, Thursday, January 27, 2022

Specifications are on file in the
Purchasing Department and posted
on the Spokane Public Schools
Purchasing website:
www.spokaneschools.org/contracts

Spokane Public Schools encourages
participation of Minority Owned and
Woman Owned Business
Enterprises.

Individuals with disabilities who
may need additional
accommodations to participate in
the public opening should contact
our Tactasy, Purchasing Services,
(509) 354-7127, no later than
three days prior to the scheduled
opening date so arrangements for
the accommodations can be made.

BY ORDER OF THE BOARD OF
PUBLIC SCHOOLS
SPOKANE PUBLIC SCHOOLS

J. Adam Sullivan, Secretary

Due January 2022:

- RFP 16-2122, USDA Chicken Processing (due 2:00:00 p.m., PST, Thursday, January 27, 2022)
 - Advertisement
 - Addendum No. 1
- RFP 15-2122, USDA Beef Processing (due 2:00:00 p.m., PST, Wednesday, January 26, 2022)
 - Advertisement
 - Addendum No. 1
- Bid 19-2122, Copier Paper (due 2:00:00 p.m., PST, Friday, January 21, 2022)
 - Advertisement
- RFP 6-2021; Sub Bid PKG No. 4 – Structures (due Wednesday, January 19, 2022 at 2:00:00 PST pm)
- RFP 14-2122; E-Rate Lit or Dark Fiber Network (Due Monday, January 31, 2022 at 2:00:00 PM PST)
 - Advertisement



Spokane Public Schools
excellence for everyone

DATE: January 2022

RFP NO.: 16-2122

SECTION I

TELEPHONE NO.: 509.354.7127

BUYER: Pam Tatosky

REQUEST FOR PROPOSALS (RFP) ON:

PROCESSING WITH USDA CHICKEN

RFPS ACCEPTED UNTIL:

2:00:00 P.M. PST, Thursday, January 27, 2022

PRICES F.O.B.:

CENTRAL WAREHOUSE
2815 East Garland Ave.
Spokane, WA 99207

STANDARD TERMS AND CONDITIONS

RFP COMPLETION: RFPs must be completed insofar as possible on the enclosed RFP documents and must include an original signature by an authorized representative. Please complete and return the signed and sealed Response Documents to **Spokane Public Schools, Purchasing Department, 2815 East Garland Avenue, Spokane, WA 99207-5899**. RFPs received at a location other than the Purchasing Department will not be accepted. (Note: Faxed copies of RFPs cannot be accepted unless otherwise indicated in the attached specifications.) RFPs will be opened at the time and date designated above.

RFP PRICING: Unless otherwise specified, all prices shall be for new products F.O.B. destination. **Tie-ins** will be considered where advantageous. Prices provided shall include all handling and packaging costs. Those submitting RFPs do so entirely at their own expense. There is no expressed or implied obligation by Spokane Public Schools to reimburse any firm or individual for any costs incurred in preparing or submitting proposals.

RFP CHANGES OR WITHDRAWAL: All changes and erasures must be made before RFP opening time and initialed. Respondent may not withdraw their RFP after the RFP opening time or prior to the award of contract(s). No alteration in any of the terms, conditions, delivery, quality, quantities or specifications of this solicitation will be considered without prior written consent of Spokane Public Schools Purchasing Director.

ADDENDA TO THE RFP: All official clarifications or interpretations of the RFP documents will be by written addenda. Clarification given in any other form will be informal and unofficial.

DELIVERY: Deliveries must be properly identified with packing list(s) or label(s) designating appropriate purchase order number(s). All products are subject to inspection and acceptance by Spokane Public Schools personnel before final payment. At sole discretion of Spokane Public Schools, **partial payments** may be made for partial deliveries.

ACCEPTANCE/REJECTION: The District reserves the right to accept or reject RFPs on each Item separately or as a whole, to reject any or all RFPs, to waive informalities, and to contract in the best interests of the District. Successful contractor shall enter into contract with the District within **ten** days from the date of purchase authorization from the District Board of Directors.

SAMPLES: In some cases samples will be requested to be furnished by contractor at no charge to the District to determine acceptability of an Item.

TAXES: The District is not exempt from retail sales tax unless Items ordered are food products purchased for human consumption.

EQUAL EMPLOYMENT: Unless exempted by rules of the Secretary of Labor issued in appropriate sections of Executive Order 11246, as amended by 11375, the Contractor agrees to supply the District a completed "Equal Employment Opportunity Compliance Certificate" if such is requested.

ACCOMMODATIONS FOR THE DISABLED: Individuals with disabilities who may need an accommodation to participate in a public RFP opening meeting should contact Pam Tatosky, Purchasing Services, by email (pamt@spokaneschools.org), by phone (509-354-7127), or by fax (509-354-7183) no later than three (3) days before the scheduled meeting to request an accommodation.

MINORITY OWNED AND WOMEN OWNED BUSINESS ENTERPRISES: The District encourages the participation of Minority Owned and Women Owned Business Enterprises in this Request for Proposal. While the District does not give preferential treatment, it does seek equitable representation from the minority and women owned businesses.

EMPLOYMENT PROHIBITION: In accordance with Title 28A RCW the contractor shall prohibit any employee of contractor from working at a public school who has contact with children at the public school during the course of his or her employment and who has pled guilty to or been convicted of any felony crime involving the physical neglect of a child under Chapter 9A.42 RCW, the physical injury or death of a child under Chapter 9A.32 or 9A.36 RCW (except motor vehicle violations under Chapter 46.61 RCW), sexual exploitation of a child under Chapter 9.44 RCW where a minor is the victim, promoting prostitution of a minor under Chapter 9A.88 RCW, the sale or purchase of a minor child under RCW 9A.64.030, or violation of similar laws of another jurisdiction. Any failure by contractor to comply with this section shall be grounds for the District's immediate termination of the contract.

PROPRIETARY INFORMATION/PUBLIC DISCLOSURE: Under the Washington State Public Records Act, Chapter 42.56 RCW ("Public Records Act"), public records include, but are not limited to, bid or proposal submittals, agreement documents, contract work product, or other bid or proposal material. The Public Records Act requires that SPS promptly disclose public records upon request unless the Public Records Act or another Washington State statute specifically exempts records from disclosure. Exemptions are narrow and explicit and are listed in Washington State Law (reference RCW 42.56 and RCW 19.108). Proposers must be familiar with the Public Records Act and the limits of record disclosure exemptions. If any of the records you are submitting to SPS as part of your submittal are exempt from disclosure pursuant to a specific exemption, clearly and specifically identify each record and the specific exemption(s) that may apply. (If you are awarded an SPS contract, the same exemption designation will carry forward to the contract records.) Do not identify an entire page as exempt unless each sentence is within the exemption scope; instead, identify paragraphs or sentences that meet the specific exemption criteria. Only the specific records or portions of records properly identified by you as exempt will be considered for exemption. All other records will be considered fully disclosable upon request. The SPS will not assert an exemption from disclosure on your behalf. SPS will not withhold materials from disclosure simply because you take the position that they are exempt, but instead reserves the right to make its own determination. If SPS receives a public disclosure request for any records you have specifically listed as exempt, SPS may notify you of the request and, while not legally obligated to do so, may temporarily postpone disclosure in order to allow you to file a court injunction to prevent SPS from releasing the records (reference RCW 42.56.540). If you fail to obtain a court order, SPS will release the documents. By submitting a qualification packet the respondent acknowledges the obligations herein and acknowledges that SPS has no obligation or liability to the respondent if records are disclosed.

NONDISCRIMINATION AND AFFIRMATIVE ACTION: In providing Spokane Public Schools with product and/or services, the Contractor assures compliance with Washington State and federal guidelines regarding nondiscrimination and harassment and agrees not to discriminate against or harass any client, employee or applicant for employment or services because of race, creed, color, national origin, gender, sex, marital status, age, sexual orientation including gender identity, Vietnam-era veteran or disabled veteran status, pregnancy or the presence of any sensory, mental or physical handicap with regard to, but not limited to, the following employment upgrading, demotion, or transfer, recruitment or recruitment advertising, lay-offs or termination, rates of pay or other forms of compensation, selection for training or rendition of services.

TOBACCO/DRUG/WEAPON PROHIBITION: District property is a tobacco free, drug free, and weapon free environment. Contractor personnel shall conform to this policy at all times while on District premises.

SAVE HARMLESS: Contractor agrees to protect and save harmless Spokane Public Schools against all claims, suits, or proceedings for patent, trademark, copyright, or franchise infringements.

AWARDS: Successful contractor will be notified by Spokane Public Schools via email following purchase approval by Spokane Public Schools Board of Directors.

QUESTIONS: Questions regarding RFPs should be directed to the Purchasing Department, (509) 354-7174.

BYRD ANTI-LOBBYING AMENDMENT: In accordance with federal regulations, contractor must submit certification that it will not and has not used federal appropriated funds to pay any person or organization 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 obtaining any federal contract, grant or any other award covered by this amendment. Each must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award.

RFP No. 16-2122
Projected Timeline

Date	Time	Event
January 4, 2022		Solicitation published and posted to District website and PublicPurchase.com
January 04 – 21, 2022	Cut off for questions: 4:30 p.m. PST	Questions regarding this solicitation must be asked in writing. They can be sent via email (pamt@spokaneschools.org), US Post or fax (509-354-7183). Questions must be received by 1/21/22 or they will be returned to sender.
January 5 & 12, 2022		Solicitation advertisement in newspaper of general publication (Spokesman Review)
January 19, 2022	2:00 p.m. PST	Samples due into the District Warehouse
January 27, 2022	2:00:00 p.m. PST	Public opening solely to name the Firms that submitted Proposals
January 24-February 2, 2022		Evaluation and taste testing period
February 9, 2022		School Board award approval

PROCESSING WITH USDA CHICKEN
GENERAL TERMS AND CONDITIONS

A. GENERAL

1. Scope: This RFP is for the purpose of soliciting pricing for Chicken Processing utilizing United States Department of Agriculture (USDA) Chicken and is issued by Spokane Public Schools. Only those vendors who are approved as USDA processors are eligible to submit on this solicitation. Any contract entered into as a result of this solicitation should also be accessible to any other school districts that have entered into an Interlocal Agreement with SPS as listed on Attachment A, so long as the outlying districts can comply with the agreed upon conditions set forth in this solicitation.

2. Product Access and Modifications to Scope: This RFP is a prime vendor agreement between the Spokane Public Schools and the contractor who is awarded this RFP. Spokane Public Schools will have access to all approved contractor Summary End Product Data Schedule (SEPDS) items. If the Spokane Public Schools is not able to utilize the prime vendor option then the district reserves the right to modify this Contract by mutual agreement between Spokane Public Schools and the Contractor, so long as such modification is not more than 20% of the entire estimated Contract value. This will allow the Nutrition Services department to choose USDA approved items which may also include newly introduced USDA approved products. Such modifications will be evidenced by issuance of a written authorized amendment by Spokane Public Schools Purchasing Department or in writing by the director of nutrition services. Products of the same nature as those specified that were modified to comply with new nutritional requirements or supply chain issues for the school meal program may be grandfathered into this bid award.

3. Estimated Usage Quantities: Quantities indicated in Section IV (in the specifications spreadsheet) are provided solely for the purpose of assisting Contractors in preparing their Response Documents as these are the only items that will be included in the overall pricing evaluation. Orders will be placed only on an as needed basis. Estimated usage data as stated herein shall not bind the District to purchase of said quantities. Usage estimates are based strictly upon historical data and may not reflect future requirements. The District does not represent or guarantee any minimum and/or maximum purchase

B. DISTRICT RIGHTS

1. Award of Contract: The contract shall be awarded to the contractor with the highest score based on the RFP Evaluation Criteria (Section III, paragraph M). **This is an ALL OR NONE SOLICITATION for Processing Services utilizing USDA beef.** Therefore, to be given consideration for award, you MUST SUBMIT PRICING ON ALL REQUIRED ITEMS (items 1, 2, 3, 4, 5 and 6) AND AT LEAST 80% OF THE REMAINING NUMBER OF ITEMS OR THEIR ALTERNATES listed in Section IV. In addition, 1, 2, 3, 4, 5 and 6 listed in Section IV, Vendor Response Information, and highlighted in blue **MUST** have a 100% beef, allergen free option. Price scoring will be based on items specified. (See Section III, paragraph M for complete evaluation criteria.)

Award of Contract by Spokane Public Schools is anticipated to be February 10, 2022. Spokane Public Schools reserves the right to reject any or all submittals, to award in the best economic interest of Spokane Public Schools, and to waive any informalities or irregularities in the solicitation process.

2. Assignment of Contract: The Contractor shall not assign this contract nor any part thereof, nor any monies due or to be due thereof, without prior written approval of Spokane Public Schools

3. Form of Contract: The contract between the parties, once completed by the parties concerned, shall be the Spokane Public Schools solicitation specifications, the Response Documents as signed by the Contractor, together with the purchase order signed by Spokane Public Schools and any other contract documentation required by this RFP.

4. Contract Duration: Contracts executed as a result of this solicitation shall be effective upon award through June 30, 2023. Spokane Public Schools reserves the option to renew this Food Processing Contract for four (4) additional one year periods which, if all optional renewals are exercised, will end June 30, 2027, subject to contract terms and conditions. Pricing shall remain firm through the initial one-year contract term as well as all four optional renewal terms unless otherwise agreed upon as provided for in Section II, Paragraph J below.

C. PREPARATION OF THE RFP

1. Examination of the Specifications: Contractors shall thoroughly examine and be familiar with the specifications. Failure of any respondent to examine response form, instruments, addenda, or documents, as well as failure to be acquainted with existing conditions, shall in no way relieve them from the obligations of this solicitation or the contract. Submissions shall be taken as prima facie evidence of compliance with this section.

2. Interpretation of Specifications: If a Contractor finds discrepancies in, omissions from these specifications, or questions their meaning, Contractor is requested to immediately notify Pam Tatosky, Purchasing Services, Spokane Public Schools at pamt@spokaneschools.org. If necessary, Spokane Public Schools will issue a written interpretation of the solicitation as an addendum to all contractors. It is the responsibility of each contractor to be aware of all addenda issued. The District will not be responsible for any oral interpretation of the intent or meaning of the specification or other pre-solicitation documents. Questions received after January 21, 2022, cannot be answered. All addenda issued will become part of the basic RFP and any contract that may result there from. Any submittal which fails to include the requirements of all addenda may be rejected on the grounds that it fails to meet the specifications.

3. Form of the Solicitation (Response Document): Proposals shall be made upon the enclosed form (See Section IV, "Response Document"). Only the amount of information asked for in the document will be considered. Also note that erasures, interlineations or other corrections must be initialed by the persons signing the response document.

Contractors should prepare their responses by entering unit and extended prices in the spaces following each Item on the Response Document. The unit price for each Item proposed shall include packaging. All prices bid shall include Federal Taxes, if any, and exclude Washington State Sales Tax. However, invoices submitted for payment shall include Washington State Sales Tax if applicable.

4. Submission of RFPs: All RFPs shall be submitted as outlined in the Terms and Conditions. Any responses received after the date and hour scheduled for Opening will be returned unopened to respondent.

5. Modification of RFP: No oral modifications will be allowed for any RFP submission.

6. Withdrawal of Response: No Respondent may withdraw an RFP after the date and hour for the opening and before the award of contract, unless said award is delayed for a period exceeding forty-five (45) days.

7. Federal Restrictions on Lobbying: By responding, the Respondent certifies that under the requirements of Lobbying Disclosure Act, 2 U.S.C., Section 1601 et seq., no Federal appropriated funds have been paid or will be paid, by or on behalf of the Respondent, 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.

D. LIQUIDATED DAMAGES

Spokane Public Schools has an immediate requirement for the materials, equipment or services specified herein. Respondents are urged to give very careful consideration to Spokane Public Schools delivery requirements and the manufacturer's production capabilities when establishing a delivery date(s).

Liquidated damages in this solicitation are defined as the cost to procure locally, or on the open market, the replacement on any rejected or undelivered contract items. The Contractor covenants and agrees that in the event suit is instituted by the purchaser for any non-performance, breach or default on the part of the contractor, and the Contractor is adjudged by a court of competent jurisdiction, Contractor shall pay purchaser all costs, expense expended or incurred by the purchaser in connection therewith, and reasonable attorney's fees.

E. FORCE MAJEURE

The term “force majeure” means an occurrence that causes a delay that is beyond the control of the party affected and could not have been avoided by exercising reasonable diligence. Force majeure shall include acts of God, war, riots, strikes, fire, floods, epidemics, or other similar occurrences.

Exceptions: Except for payment of sums due, neither party shall be liable to the other or deemed in breach under this Contract if, and to the extent that, such party's performance of this Contract is prevented by reason of force majeure.

Notification: If either party is delayed by force majeure, said party shall provide written notification within forty-eight (48) hours. The notification shall provide evidence of the force majeure to the satisfaction of the other party. Such delay shall cease as soon as practicable and written notification of same shall likewise be provided. So far as consistent with the Rights Reserved below, the time of completion shall be extended by Contract amendment for a period of time equal to the time that the results or effects of such delay prevented the delayed party from performing in accordance with this Contract.

Rights Reserved: Spokane Public Schools reserves the right to authorize an amendment to this Contract, terminate the Contract, and/or purchase materials, supplies, equipment and/or services from the best available source during the time of force majeure, and Contractor shall have no recourse against Spokane Public Schools.

F. CONFLICT OF INTEREST

Spokane Public Schools officers and employees may not accept or receive, directly or indirectly, a personal financial benefit; or accept any gift, token, membership, or service, as a result of a district purchase entered into, or anticipated in the future, from any person, firm, or corporation. District employees, within the course of their employment, are prohibited from accepting any gratuity (including food or beverage) from a supplier of goods or services to the District.

G. MANDATORY DISPUTE RESOLUTION PROCEDURE

In the event that a dispute shall arise regarding the terms, conditions, or breach of this Solicitation, the parties shall, as a condition precedent to taking any action and as a condition precedent to seeking arbitration, mediate the dispute using the services of a mutually agreed upon independent mediator. Each party shall split the expenses of the mediator and the facility for the mediation. Each party shall otherwise pay its own expenses.

H. INTERLOCAL AGREEMENTS

Spokane Public Schools has entered into Interlocal Purchase Agreements with other governmental agencies pursuant to RCW 39.34. Vendor may agree to sell additional Items at the RFP price, terms and conditions to other governmental agencies (See **Attachment A**). Spokane Public Schools accepts no responsibility for the payment of any purchase by other governmental agencies. If minimum quantities are required by other agencies to receive the RFP pricing, please indicate this on your response form. Spokane Public Schools will not be responsible for, nor does it guarantee any Contract participation by other districts, which shall be voluntary, with no guaranties either expressed or implied that all or any of these districts will participate. In all instances where this contract is accessed, initiation with additional districts will be at the sole discretion of those districts listed in **Attachment A**.

I. PRICE ADJUSTMENTS

At the renewal of each optional contract year, in the event of unusual circumstances such as changes in local, state or federal taxes, laws, specifications, regulations, or certain production expenses that could not have been foreseen or budgeted in the original proposal, which cause the Contractor's costs to hereunder increase, then parties shall determine a reasonable and just amount to cover such documented increase. Price adjustments may be taken into consideration by the Purchasing Department when determining whether to extend this Contract. Price increases will not be considered without supporting documentation sufficient to justify the requested increase. Under no circumstances shall any cost increase be applied retroactively.

Contractors shall not make extensions contingent on price adjustments.

Documentation must be based on published indices such as the Producer Price Index and/or the result of increases at the manufacturer's level, incurred after contract commencement date. The grant of any price adjustment will be at the sole discretion of Spokane Public Schools and, if granted, shall not produce a higher profit margin for the Contractor than that established by the original contract pricing. The Contractor shall be notified in writing by the Purchasing Department of any price adjustment granted by Spokane Public Schools, and such price increases shall be set forth in a written amendment to the contract. Price increases granted by Spokane Public Schools shall remain unchanged for the ensuing fiscal period (the period between July 1 and June 30 of the following year), and no request for additional increased adjustments in price will be considered during the balance of that fiscal year. The only exception to a mid-year increase request would be in extreme and unprecedented circumstances which must be accompanied by well supported documentation showing the need for such increase. In any event, the District will make the sole and final decision as to whether an increase is acceptable. Likewise, during the contract period, price decreases at manufacturer's and wholesaler's levels shall be passed on dollar for dollar to the district(s) retroactive to the date they were effective to the vendor.

J. INDEMNIFICATION

The Contractor shall defend, indemnify, hold and save harmless Spokane Public Schools, their agents, representatives and employees (“Indemnitees”) from all loss, damage, liability, claims, allegations or expenses (including attorney fees and all expenses of litigation), resulting from any actual or alleged injury or death of any person, or from any actual or alleged loss of or damage to any real or personal property, caused by or resulting from any act or omission relating to or arising from Contractor’s discharge of its responsibilities contained in this contract regardless of whether such conditions result from negligence of Spokane Public Schools. This agreement to defend, indemnify and hold harmless shall be triggered upon the assertion of any claim against any Indemnatee within the scope of the Contractor’s said defense, indemnification and hold harmless obligations. Attorney fees and litigation expenses incurred by any Indemnatee in successfully enforcing the obligation of this Paragraph shall be paid by the contractor.

The Contractor further agrees that its defense, indemnity and hold harmless obligations shall apply to claims made by its own employees against an Indemnatee, but in that instance only to the extent of the Contractor’s own negligence or fault in whole or part causing the claimant’s damages. To that extent, the Contractor therefore knowingly and expressly waives any immunity that it otherwise might have been entitled to invoke under Title 51 RCW.

K. DELIVERY

All products for Spokane Public Schools, including the samples discussed in Section III paragraph B “PRODUCT SAMPLING,” shall be clearly labeled with vendors name and **USDA RFP. No. 16-2122 SAMPLES**. Samples are to be delivered FOB to the Spokane Public Schools site shown below.

Central Warehouse
2815 E. Garland Avenue
Spokane, WA 99207

The District reserves the option of choosing the “Net Off Invoice” or Indirect Sales Discount method. Should this be the selected method, all products (with the exception of the “PRODUCT SAMPLING” items) will be delivered FOB to the District’s prime vendor. The inability of a Contractor to provide this type of delivery service will not exclude them from consideration for award.

L. FAIR TRADE/DISCOUNTS

The supplier shall warrant that any cash discount offered to Spokane Public Schools fairly represents manufacturing, selling or delivery cost savings resulting from the quantity sale and that such discount is reasonably available to all purchasers. Cash discounts will be considered when evaluating prices proposed. However, discounts less than 1 percent or discount periods less than 20 working days after receipt of Items will not be considered as evaluation factors in the award of contracts.

M. INVENTORY REDUCTIONS

Non-Substitutable Commodity Foods: For all end products utilizing a non-substitutable USDA Commodity, the amount of USDA Commodity actually contained in the end product as identified in the SEPDS shall be the only basis for inventory reduction on the monthly performance report. The reduction in inventory can be shown only after there has been pass through to Spokane Public Schools of the value of the USDA Commodity.

N. TRANSFERS OF USDA COMMODITY FOODS

USDA Commodity may be transferred only with the concurrence of the Office of Superintendent of Public Instruction (OSPI) or the USDA Food and Nutrition Service, if applicable. All transfers of USDA Commodity shall be documented. Such documentation shall be maintained in accordance with Section II, par O.

O. PERFORMANCE REPORTING

The Processor shall submit monthly reports pertaining to relative performance to Spokane Public Schools and OSPI postmarked, transmitted electronically, or have such available by website no later than 30 days after the close of the reporting period. **If no activity took place during the reporting month, a performance report shall be submitted to reflect no activity.**

Spokane Public Schools will monitor Processors to ensure that the quantity of USDA Commodity on hand does not exceed a six-month supply based on the Processor's average monthly usage.

Processors failing to submit monthly performance reports within the established time limits may be considered in noncompliance with this Agreement which may result in Liquidated Damages and/or Agreement termination by Spokane Public Schools.

Monthly performance reports shall be submitted only in an OSPI approved format (provide a sample report with RFP response), which shall include:

1. USDA Commodity inventory at the beginning of the reporting period;
2. Total quantity of USDA Commodity received during the reporting period specifying the sources of such USDA Commodity such as backhaul from Spokane Public Schools or OSPI, direct shipments arranged by OSPI, and/or transfers into OSPI or Spokane Public Schools account and year to date totals;
3. Total number of units/cases of approved end products by product identification code or brand name delivered to Spokane Public Schools during the reporting period for which Spokane Public Schools has received;
4. Total number of pounds of USDA Commodity reduced from inventory and year to date totals;
5. USDA Commodity inventory at the end of the reporting period;

6. A certification statement that sufficient USDA Commodity is in inventory or on order for the next production cycle to account for quantities needed for production of end product for Spokane Public Schools processing contracts and that the Processor has on hand or on order adequate quantities of foods purchased commercially to meet the Processor's production requirements for commercial sales.

P. WARRANTY

Product must be warranted and guaranteed to be merchantable by the supplier and fit for the purpose for which intended.

Q. INVOICE

The supplier shall submit an itemized invoice after delivery of food products including an itemized inventory report for any unused USDA diversion. Payment for inaccurate invoices shall be held by Spokane Public Schools until accurate documents are received by the District. **Absolutely no fuel surcharges or carrying fees are to be invoiced as a separate line item for any deliveries made from this contract.** Invoices for Spokane Public Schools shall be addressed and mailed to: Spokane Public Schools, Attn: Accounts Payable, 200 North Bernard St., Spokane, WA 99201. **An example of the Contractor's invoice and billing statement shall accompany this RFP response.**

R. MANNER OF PAYMENT

Payment will be made following approval and acceptance by the Director of Nutrition Services (or their designee) within 30 days receipt of an acceptable invoice, or receipt of the product, whichever is later.

S. ADDITIONAL PRODUCT ORDERS

Spokane Public Schools reserves the right to order any other USDA approved product items not specifically named on this solicitation within the limits of this RFP (See Section II, paragraph A.2). Please supply a complete list of all USDA approved products processed by your firm with the RFP submission. For additional district informational purposes, the corresponding pricing for each of these USDA approved products based on an order of 200 cases of any given product would be appreciated. The pricing component of this request is optional and failure to provide will **not** disqualify the vendor from award. New or reformulated products proposed by Contractor must meet the requirements established in this solicitation document or subsequent revisions. If approved by Spokane Public Schools the new products will be added to the Contract by written amendment must be given immediate benefit of such lower prices and rates.

T. PRICE DECREASES

If, during any term of the awarded Contract, lower prices and rates become effective for like quantities of products under similar terms and conditions through reduction in Manufacturer's or

Contractor's list prices, promotional discounts, or other circumstances, Spokane Public Schools must be given immediate benefit of such lower prices and rates.

U. INSURANCE

During the term of this Agreement, contractor shall maintain in force at its own expense, General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate for bodily injury and property damage. It shall include premises and operations, independent contractors, products and completed operations, personal injury liability, and contractual liability coverage for the indemnity provided under this Agreement;

There shall be no cancellation, material change, or reduction of limits or intent not to renew insurance coverage(s) without thirty (30) days written notice from Contractor to Spokane Public Schools. Contractor shall furnish acceptable insurance certificates. Such certificates shall include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level.

V. RETENTION OF RECORDS

The Contractor shall maintain all books, records, documents, data and other evidence relating to this Contract and the provision of materials, supplies, services and/or equipment described herein, including, but not limited to, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Contractor shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under the Contract, shall be subject at all reasonable times to inspection, review, or audit by Spokane Public Schools and/or OSPI, personnel duly authorized by Spokane Public Schools or OSPI, the Washington State Auditor's Office, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of contract, the records shall be retained until final resolution of all litigation, claims, or audit findings involving the records.

W. SEVERABILITY

If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Contract that can be given effect without the invalid provision, and to this end the provisions of this Contract are declared to be severable.

X. PERSONAL LIABILITY

It is agreed by and between the parties hereto that in no event shall any official, officer, employee or agent of Spokane Public Schools and/or OSPI when executing their official duties in good faith, be in any way personally liable or responsible for any agreement herein contained

whether expressed or implied, nor for any statement or representation made herein or in any connection with this agreement.

Y. CONTRACT FORMATION

A submission in response to this solicitation is an offer to contract with Spokane Public Schools. Proposals become a contract only when legally awarded and accepted in writing by SPS.

Z. CONTRACT INFORMATION AVAILABILITY AFTER AWARD

After school board approval of award, information regarding results of the solicitation may be obtained by accessing the SPS solicitation website: <http://www.spokaneschools.org/solicitations>.

AA. NO COSTS OR CHARGES

Costs or charges under the proposed Contract incurred before the Contract is fully executed will be the sole responsibility of the Contractor.

BB. “Buy American” Provision:

The Code of Federal Regulation 7 CFR 210.21(d) requires schools and institutions participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) in the contiguous United States to purchase, to the maximum extent practicable, domestic commodities or products for use in meals served under the NSLP and SBP. Food products are to be substantially produced and processed in the United States using agricultural commodities that are produced in the United States. “Substantially” means over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. The district expects the successful bidder to monitor product specification and notify the Nutrition Services office immediately if any product is no longer substantially produced in the U.S. When a food product is not available domestically the district is allowed to accept imported substitutions. The successful bidder must monitor seasonal changes and notify the Nutrition Services office if an imported product is being substituted (for example tomatoes, strawberries, and grapes in November-March).

PROCESSING WITH USDA CHICKEN
TECHNICAL SPECIFICATIONS

A. GENERAL

These specifications are issued to provide for processing services utilizing USDA Chicken commodities; all pricing shall be based on F.O.B. Spokane Public Schools destination. The approved vendor must be able to coordinate with our State Agency (OSPI) to receive product from the USDA.

B. PRODUCT SAMPLING

USDA certified preproduction commodity samples must be supplied **by 2:00 p.m. PST, January 19, 2022**. These samples must be accompanied by a USDA Certification. Also, samples must be clearly labeled on the outside with vendor name, **USDA RFP. No. 16-2122 SAMPLES** and arrive frozen to:

Spokane Public Schools Central Warehouse
Attn: Alex Navarrete
2815 E. Garland Avenue
Spokane, WA 99207

Samples must be supplied for each product indicated in **Attachment B**. Contractor must submit one complete case of each requested product indicated for evaluation purposes. Samples **MUST** be in the same full case packaging representative of the products that would be received if contractor is awarded bid. **NOTE: Failure to provide at least one item (either A, B or both) from all requested sample product item numbers for testing may result in bidder disqualification.**

C. PRODUCT PACKAGING AND LABELING

Certificates of Nutritional content or evidence of Child Nutrition (CN) Labeling Program approval and grading for all USDA products MUST be sent to Nutrition Services Department prior to shipping product; Email Doug Wordell at dougw@spokaneschools.org. The purpose of this requirement is to ensure that meals served under the National School Lunch Program meet program requirements and provide a means for properly determining the contribution of these products toward meal pattern requirements. This includes the samples discussed in Paragraph B.

All packaging and labeling shall conform to industry standards as required by the United States Department of Agriculture (USDA) and the United States Food and Drug Administration. Ingredients of all products, name and location of all processing, and all code date information shall be furnished by successful respondent to the Nutrition Services director upon request. Prior to each school year the vendor shall supply to Nutrition Services a current copy of food product specification sheets and child nutrition labels as required by the USDA school meal program. Any change must be supplied within 30 days.

D. NUTRITIONAL REQUIREMENTS

Each product provided must be CN labeled or a Certificate of Nutritional Content (See Section III, paragraph C above). Additionally, products provided must meet the following USDA school lunch program meal patterns:

Each individual serving item must contain:

- 2 Meat/Meat Alternate
- No more than 20% fat
- No more than 500 mg sodium

The commodity item to be diverted and processed is approximately 120,000 pounds of USDA chicken. Mostly large bird 100103. Some small bird 100100 may be diverted for 8 piece bone in chicken.

E. CHANGE OF REGULATIONS

Should any additional federal or governing agency regulations be imposed affecting the processing of USDA commodity products, Spokane Public Schools retains the option to amend specifications to conform to such regulations.

F. HAZARD ANALYSIS AND CRITICAL CONTROL POINTS (HACCP) REPORT

O. Peter Snyder, Jr., Ph.D., Hospitality Institute of Technology and Management, in his report on "Implementing a HACCP Self-Control Program", stated the following: "Current surveillance data from CDC confirm that traditional inspection methods have not solved the food borne illness problem in the United States. Food borne illness is increasing. Raw food is more contaminated than ever before in U.S. history, and a new approach must be sought, one which is a PREVENTION approach. Hazard Analysis and Critical Control Points (HACCP) is a pre-operation prevention approach that allow food establishment owners, operators and government inspectors to focus on the public health risk items before operations start. Safe operating policies, procedures and standards are then implemented by the operator, in cooperation with the regulatory authority and enforced by the operator, so that the potential hazards are always controlled." In order to determine manufacturers, who have shown interest in doing business with Spokane Public Schools, have implemented a HACCP program, the Nutrition Services Department requests that each vendor affirm the existence of their plan and make available for review to Spokane Public Schools representatives if requested.

G. DISTRIBUTION OPTIONS

Contractors are asked to quote prices on two different methods of product distribution:

1. Fee-For-Service (FFS) - Spokane Public Schools is invoiced directly from processor on a per pound/case basis excluding the value of the commodity. Shipment will be made directly to Spokane Public Schools' warehouse. Contractor will need to indicate on Response Document, Page 26, Question No. 18, the minimum delivery drop size for the Fee For Service Option (Number of cases or shipment pounds)

2. Net Off Invoice (NOI) or Indirect Sales Discount - Spokane Public Schools is invoiced from a third party distributor on a net price plus distribution fees basis. Processor's product costs less commodity value (net price) will be paid by the distributor directly to the processor. Processor will need to provide an auditable web-based means of tracking all sales data including a running total of commodity product available for processing. This information will need to contain the pass through value of commodity contained in the finished product sent to distributor. If unused commodity product exists at the end of a school year, the processor will hold that product at no additional cost to Spokane Public Schools for a period of time as agreed upon by Spokane Public Schools and processor for use during the next school year.

Contractor's inability to provide the second method of distribution will not disqualify them from this solicitation process. The District reserves the option of the different pricing structures of these two different distribution methods.

H. RECALL PROCEDURES

Contractor must verify that they have a traceability system in place from receipt of commodity to delivery of finish product to designated delivery site. The Contractor must provide an easily accessible (website preferable) means for Spokane Public Schools to access the specific location of lot number and item code location on products. Contractors must have a public notification system capability on their website to provide updates on hold and recall data. The successful contractor will be required, upon request, to conduct a mock recall.

I. FOOD PROCESSING STANDARDS

1. Quantities: Since quantities of food products donated by USDA will dictate quantities shipped to the processing plant, Spokane Public Schools is unable to provide an exact amount of any product to be processed. It is anticipated that the shipment for Spokane Public Schools will be approximately 120,000 lbs. annually based solely on the district's needs. Contractor will coordinate with the Office of Superintendent of Public Instruction (OSPI) distributing agency to arrange for shipment and receipt of USDA goods.

2. **Quality of Food:** Quality of the food processed must meet or exceed USDA requirement governing the processing of Chicken commodities. The product must have proper USDA certification.
3. **Summary End Product Data Schedules (SEPDS):** Summary end product data schedules must have prior approval from the USDA Food and Nutrition Service (FNS). Processing Agreements may be structured before the solicitation is awarded with no obligation to process pending the outcome of the contract award. Each product must have end product data schedules submitted with proposed pricing.
4. **Safety and Health:** All products proposed shall meet or exceed the requirements of USDA Regulations, "Washington Industrial Safety and Health Standards Act", and the "State Board of Health Standards for Primary and Secondary Schools", as applicable. Respondents must represent that all products proposed have been manufactured in compliance with Federal, Washington State and local laws, orders, rules, regulations and ordinances, including, but not limited to those relating to industrial insurance, medical aid, unemployment compensation, social security, minimum wages, equal employment safety standards, affirmative action, and building codes. The Contractor shall hold harmless Spokane Public Schools from any liability claim or expense, including but not limited to attorney fees caused by failure of the manufacturer or any of his sub-contractors to comply with such laws. Processor shall agree to absorb lab costs and reimburse Spokane Public Schools for such costs incurred on product which has tested positive for harmful bacteria.
5. **Processing Inspection:** Contractor shall provide right of access to its facilities to Spokane Public Schools and/or OSPI, and/or any of Spokane Public School's or OSPI's officers or authorized agent(s) and/or official of the State of Washington or the Federal Government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Contract.

J. SANITATION/SHIPPING REQUIREMENTS

All meat products must be produced and handled under the requirements of, and in facilities conforming to, all standards of the USDA Federal Meat and Poultry Inspection Program. All frozen meat products must be transported and delivered at a temperature not to exceed 0°F to 10°F. All products are subject to a temperature test before acceptance.

K. PRODUCT INSTRUCTIONS

Heating/cooling instructions must be attached to or included in each case/carton of shipment. It shall include proper cooking/re-thermalization methods, specifically times and temperatures using:

1. Conventional Ovens
2. Convection Ovens
3. Microwave Ovens at 1200 watts
4. Other recommendations such as stirring, turning or rotating products during the cooking process shall also be included.

L. REFERENCES

Respondents are required to provide three (3) references from school districts, preferably located in the Pacific Northwest United States, with contracts of similar size, duration and scope. These references shall include the District name, contractor's sales representative (or equivalent person for the purpose of facilitating product processing and movement) servicing that account, dates, duration and dollar value of the contract, district contact name and email address, district address, telephone number and fax number. See Section III, Paragraph M.4 for more specific Reference requirements.

M. EVALUATION AND AWARD

The contract will be awarded on an all or none basis to the contractor scoring the highest number of points as indicated below. Such determination will, of necessity, require some judgmental evaluations by district representatives and students. Other industry specialists may be used in the evaluation process at the discretion of Spokane Public Schools. The decision resulting from the evaluation process as to which product best meets the needs of the district remains the sole responsibility of the district and is final. To be awarded this contract, all items listed in the Minimum Qualification Criteria must be met and the contractor must then score the highest point value of the other 4 qualifications (maximum 90 points possible) which are:

- | | |
|---|-----------|
| • Pricing | 40 Points |
| • Admin, Staff, Student Sample Evaluation | 40 Points |
| • Reference Checks | 10 Points |
| • Packaging & Preparation | 5 Points |

1. Minimum Qualification Criteria to be eligible for Award (failure to meet any of the following three qualifications will render the contractor non-responsive):

- a. Meet or exceed all USDA, Washington State and OSPI processing requirements
- b. Meet or exceed and provide documentation as requested for all terms, conditions and requirements of this solicitation.
- c. Provide pricing for at least 80% of the Items and MUST provide pricing on any required items noted in light blue and BOLD as requested in Section IV. (To qualify

for this provision, only one item per item number needs to be priced, however, price as many within the item number as your firm supplies.)

2. **Pricing Evaluation (40 points)** will be based on overall pricing for all products on the RFP specification. Low price will be calculated on a per serving cost from the contractor's Net Case Cost which will then be extended to a uniform case price based on 96 servings per case.

Item Number	Vendor	Qty	Net Cost/Case	Servings/Case	Cost/Serving	Multiplied by 96	Cost/96 Case
1	ABC	1800	45.00	48	\$.9375	X 96	\$90.00
1	DEF	1800	67.00	72	\$.9306	X 96	\$89.34
1	GHI	1800	55.00	60	\$.9167	X 96	\$88.00
2	ABC	2400	62.00	60	\$1.033	X 96	\$99.20
2	DEF	2400	79.00	72	\$1.097	X 96	\$105.33
2	GHI	2400	92.00	96	\$.9583	X 96	\$92.00

If the RFP was based on only the two items above, the cost per case of 96 will be multiplied by the historic quantities indicated in the quantity column of Section IV response document. In this example, the overall pricing results would be:

	<u>Item 1</u>	<u>Item 2</u>	<u>Overall Total</u>
Vendor ABC:	\$162,000.00	\$238,080.00	\$400,080.00
Vendor DEF:	\$160,812.00	\$252,792.00	\$413,604.00
Vendor GHI:	\$158,400.00	\$220,800.00	\$379,200.00

Vendor GHI would be deemed the low respondent and receive all 40 possible points for pricing. The other vendors would be given a score based on their percentage of cost above the lowest contractor. In this case, Vendor ABC would receive 37.8 points and Vendor DEF would receive 36.4 points.

3. **Acceptable taste test outcome (40 points):** Respondents must supply the samples as noted in Section III, paragraph B and in Section IV. Each item sample will be evaluated by the district administrative team, the district kitchen staff and a taste test with district staff and representatives of the student body.
 - a. Administrative/Kitchen Staff Review – 20 points possible
 - b. Staff and Student Taste Test (60% of testers must rate this product acceptable for the school meal program) –20 points possible

Points will be awarded as follows:

Administrative/Kitchen Staff Review: Points will be awarded based on established rubric. The vendor who receives the highest percentage over the lowest acceptable percentage of 60% will receive all 20 possible points for Overall Product Quality. The other vendors will be given a score based on their percentage of customer quality rating below the highest ranked contractor. In this case, Vendor GHI scored the full 20 points based on a high quality approval score of 82%; Vendor ABC would be next with 19.2 points awarded for their score of 78% and Vendor DEF would come in last with 18.0 points for an acceptable percentage of 72%.

Student and Staff Taste Test – This will be subjective opinion based on scores from students and staff. 10 points will be awarded for appearance and 10 points will be awarded for taste.

	Appearance	Taste	Overall Quality	Score
Vendor ABC	7.8	7.2	19.2	34.2
Vendor DEF	6.0	6.2	18.0	30.2
Vendor GHI	6.9	8.8	20.0	35.7

4. **Reference Checks (10 points):** References will be evaluated on the answers received from reference contacts (from references provided by contractor and from other customers contacted by the district) and Spokane Public Schools' previous experience with the contractor that will include, but not be limited to, the following issues:
- Contractor products
 - Contractor reliability and customer service
 - Contractor responsiveness when issues arise
 - Contractor invoicing and on-line services
 - Ease of interpreting invoice
 - Web resources and the ability to navigate
 - Interface with warehouse and Net Off Invoice tracking

Scoring will be based on a list of specific questions posed to each reference contact. It is up to each contractor to provide reference contacts that will respond to Spokane Public Schools' reference request. **If a reference contact call is made and no return call is made, it is possible that the contractor will receive zero points for that reference.**

5. **Product Packaging and Ease of Use (5 points):** 1 point will be awarded for each of the following criteria; these will be evaluated by kitchen and district Nutrition Services staff:
- Ease of use: Packaging material, product separation.
 - Product spoilage or breakage
 - Clarity of cooking directions
 - Pre-scored or cut products and portion consistency
 - Out of oven quality.

Final award calculation:

Vendor	Minimum Qualification	Pricing Analysis	Taste Evaluation	Reference Checks	Package & Use	Total Score
Vendor ABC	Yes	37.8	34.2	7.0	4.1	83.1
Vendor DEF	Yes	36.4	30.2	8.1	4.2	78.9
Vendor GHI	Yes	40.0	35.7	6.9	3.8	86.4^

^ - In the sample presented above, Vendor GHI would be awarded this particular contract.

PROCESSING WITH USDA CHICKEN

RESPONSE DOCUMENT

Bids are subject to all requirements furnished with this response document. By signing bid document, vendor affirms having read the terms and conditions and specifications and agrees thereto and warrants that pricing supplied herein conform to specifications herein, except if otherwise stated in a special condition by Spokane Public Schools.

Receipt of Addenda numbered _____ is hereby acknowledged.
(fill in number of each addenda received)



Spokane Public Schools
excellence for everyone

RETURN RFP TO:

Purchasing Office
2815 East Garland Ave.
Spokane, WA 99207

FIRM NAME: _____

ADDRESS: _____

PHONE NO. _____ FAX NO. _____

BY (Please Print): _____

TITLE: _____

EMAIL: _____

PART I: STATEMENT REGARDING EQUAL EMPLOYMENT OPPORTUNITY

We hereby certify that we have made a conscientious effort to comply with federal, state and local equal employment opportunity requirements in bidding this project and we will make the same efforts in fulfilling the requirements if awarded the Contract.

We further designate the following as the person who has been charged with the responsibility for securing compliance with and reporting progress on affirmative efforts.

Name: _____

Title: _____

Phone Number: _____

PART II: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

In submitting the proposal to do the work as outlined in the Contract Specifications, we hereby certify that we have not been suspended or in any way are excluded from Federal procurement actions by any Federal agency. We fully understand that, if information contrary to this certification subsequently becomes available, such evidence may be grounds for non-award or nullification of the Contract.

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, Participant's responsibilities.

Signed: _____

Date: _____

Title: _____

Firm: _____

Address: _____

City State & Zip: _____

PART III: BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

In accordance with federal regulations, contractor must submit certification that it will not and has not used federal appropriated funds to pay any person or organization 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 obtaining any federal contract, grant or any other award covered by this amendment. Each must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award.

By signature below, our firm certifies that it is in full compliance of the Byrd Anti-Lobbying Amendment and further certifies that they do not contract with other firms or individuals who are in violation of this Amendment.

Signed: _____

Printed Name: _____

Title: _____

Firm: _____

**THIS FORM MUST BE COMPLETED AND SUBMITTED WITH BID DOCUMENTS
FAILURE TO DO SO MAY DISQUALIFY YOUR FIRM.**

PROCESSING WITH USDA CHICKEN
RESPONSE DOCUMENT

VENDOR MINIMUM QUALIFYING FACTORS

- | | | |
|--|-----------|--------------------------|
| 1. Vendor must bid all required items and 80% of all items listed, alternates may be considered | Yes _____ | No _____ |
| 2. Vendor shall supply monthly reporting as requested and a sample report is included (See Section II, par O). | Yes _____ | No _____ |
| 3. Hazard Analysis and Critical Control Points has been implemented and is on file for review by District representative if requested. | Yes _____ | No _____ |
| 4. Vendor has passed USDA and applicable state warehouse inspections. | Yes _____ | No _____ |
| 5. Vendor affirms that the items being quoted on this solicitation are processed domestically and are grown domestically, or contain a minimum of 51% domestically grown products. | Yes _____ | No _____ |
| 6. Does your firm offer an electronic or internet based system whereby the district can track and manage their commodity account? | Yes _____ | No _____ |
| 7. Has your firm forwarded the samples and nutrition information referenced in Section III, par B? | Yes _____ | No _____ |
| 8. Have references been included with your submittal? (See Section III, par L and par M) | Yes _____ | No _____ |
| 9. Is your firm an approved 2022 USDA processor? | Yes _____ | No _____ |
| 10. Has your firm provided a "Summary End Product Data Schedule" with bid? (Section III, Paragraph I.3) | Yes _____ | No _____ |
| 11. Debarment certification, EEO declaration and Anti-lobbying statement form has been completed and returned with this response. | Yes _____ | No _____ |
| 12. Processor will allow district access to unused commodity products at end of year. Processor coordinates with OSPI Food Distribution to allow carry over? | Yes _____ | No _____
_____ Months |
| 13. Sample invoice and Billing Statement has been provided with RFP (Section II, par Q). | Yes _____ | No _____ |
| 14. Is a list of all USDA approved product items processed at your firm attached to your submission? (Pricing of these items is optional.) | Yes _____ | No _____ |
| 15. Do all products meet or exceed the nutritional guidelines per Section III, par D? | Yes _____ | No _____ |

Failure to answer all questions above with a yes and supply requested information or failure to provide required service shall result in disqualification of vendor. Unsatisfactory reference checks or negative reaction to product sampling may also disqualify vendor.

Optional inquiry:

16. Vendor agrees to extend pricing to districts that have entered into an Interlocal Agreement with Spokane Public Schools.

Yes _____ No _____

17. Does your firm have the ability to receive and track delivered USDA commodity products utilizing a Net Off Invoice tracking system?

Yes _____ No _____

18. What is the minimum deliver drop size for the Fee for Service Options? (Number of case or shipment pounds)

Case _____ Pds _____

19. Required Lead Time for deliveries _____

20. NOTE: ALLERGEN FREE: Confirm that your 100% Chicken products are free of the major allergens (eggs, soy, wheat, gluten, milk, fish, shellfish, nuts, tree nuts). If your 100% Chicken product is NOT allergen free, note the allergens contained in each product.

Confirm: Yes _____ No _____

Allergens: _____

ATTACHMENT A
DISTRICTS WITH INTERLOCAL AGREEMENTS

Almira School District	Liberty School District	Royal School District
Asotin-Anatone School District	Lind School District	Selkirk School District
Central Valley School District	Longview School District	Soap Lake School District
Cheney School District	Loon Lake School District	South Kitsap School District
Chewelah School District	Mary Walker School District	Spokane International Academy
Clarkston School District	Mead School District	Sprague School District
Colfax School District	Medical Lake School District	Stanfield School District, Oregon
College Place School District	Methow Valley School District	Summit Valley School District
Colville School District	Nespelem School District	Sumner School District
Coulee Hartline School District	Newport School District	Tekoa School District
Creston School District	Nine Mile Falls School District	Umatilla School District, Oregon
Culdesac Joint School District, Idaho	North Franklin School District	Valley School District
Cusick School District	Northport School District	Vancouver School District
Davenport School District	Northshore School District	Wahluke School District
Dayton School District	Oakesdale School District	Waitsburg School District
Deer Park School District	Odessa School District	Walla Walla School District
East Valley School District	Orient School District	Warden School District
Ephrata School District	Othello School District	Washougal School District
Everett School District	Pomeroy School District	Washtucna School District
Evergreen School District	Palouse School District	Wellpinit School District
Finley School District	Pasco School District	West Valley School District
Freeman School District	Pateros School District	Wilbur School District
Garfield School District	Pomeroy School District	Wilson Creek School District
Grandview School District	Prescott School District	
Harrington School District	PRIDE Prep Charter School	
Keller School District	Pullman School District	
Kelso School District	Reardan-Edwall School District	
Kettle Falls School District	Republic School District	
Kiona-Benton City School District	Riverside School District	
Lamont School District	Ritzville School District	
	Rosalia School District	

ATTACHMENT B

LIST OF SAMPLING PRODUCT

- 1. Chicken Nuggets, Traditional Whole Grain Breaded**
- 2. Chicken Patty, Whole Grain Breaded, Round**
- 3. Chicken Tenders, Whole Grain Breaded**
- 4. Chicken, Popcorn Style, Whole Grain Breaded**
- 5. Chicken Meat, Fajita Seasoned, Unbreaded**
- 6. Chicken Meat, Diced or Shredded, Unseasoned**

Purchasing Department
2815 East Garland Avenue
Spokane, WA 99207-5889

phone (509) 354-7184
fax (509) 354-7183
www.spokaneschools.org



January 13, 2022

ADDENDUM NO. 1

RFP No. 16-2122, USDA CHICKEN COMMODITIES PROCESSING

Please change Section II, Paragraph B, Item 1:

1. Award of Contract: The contract shall be awarded to the contractor with the highest score based on the RFP Evaluation Criteria (Section III, paragraph M). **This is an ALL OR NONE SOLICITATION for Processing Services utilizing USDA beef.** Therefore, to be given consideration for award, you MUST SUBMIT PRICING ON ALL REQUIRED ITEMS (items 1, 2, 3, 4, 5 and 6) AND AT LEAST 80% OF THE REMAINING NUMBER OF ITEMS OR THEIR ALTERNATES listed in Section IV. In addition, 1, 2, 3, 4, 5 and 6 listed in Section IV, Vendor Response Information, and highlighted in blue MUST have a 100% beef, allergen free option. Price scoring will be based on items specified. (See Section III, paragraph M for complete evaluation criteria.)

To read:

1. Award of Contract: The contract shall be awarded to the contractor with the highest score based on the RFP Evaluation Criteria (Section III, paragraph M). **This is an ALL OR NONE SOLICITATION for Processing Services utilizing USDA beef.** Therefore, to be given consideration for award, you MUST SUBMIT PRICING ON ALL REQUIRED ITEMS (items 1, 2, 3, 4, 5 and 6) AND AT LEAST 80% OF THE REMAINING NUMBER OF ITEMS OR THEIR ALTERNATES listed in Section IV. ~~In addition, 1, 2, 3, 4, 5 and 6 listed in Section IV, Vendor Response Information, and highlighted in blue MUST have a 100% beef, allergen free option. Price scoring will be based on items specified. (See Section III, paragraph M for complete evaluation criteria.)~~

Please change Section IV, Page 26, Inquiry No. 20:

19. NOTE: ALLERGEN FREE: Confirm that your 100% Chicken products are free of the major allergens (eggs, soy, wheat, gluten, milk, fish, shellfish, nuts, tree nuts). If your 100% Chicken product is NOT allergen free, note the allergens contained in each product.

To read:

20. NOTE: ALLERGEN FREE: Confirm that your ~~100%~~ Chicken products ~~have no protein fillers and~~ are free from the major allergens (eggs, soy, wheat, gluten, milk, fish, shellfish, nuts, tree nuts). If your ~~100%~~ Chicken product is NOT allergen free, note the allergens contained in each product.

Please acknowledge receipt of addendum on RFP document. All addenda will become part of the RFP contract award.

Thank you,

Pam Tatosky
Buyer II

**Agenda Item Details**

Meeting	Feb 09, 2022 - Regular Meeting
Category	7. CONSENT AGENDA
Subject	C. Processing with USDA Chicken, RFP No. 16-2122
Type	Action (Consent)

Recommendation:

Approve issuance of a contract to Pilgrim's Pride Corporation, Buford, GA, in the estimated amount of \$280,000, for processing USDA chicken commodities into school meal entrées per the terms and conditions of RFP No. 16-2122.

Pricing Tabulation:

See attached tabulation.

Background:

Spokane Public Schools issued a solicitation for USDA bulk chicken commodity processing to be made into usable school meal entrées. The goal of this solicitation was to partner with a USDA-approved chicken processor who could take the district's bulk chicken allotment and make it into patties, breaded tenders, diced chicken (ready for seasonings to be added) and other finished chicken products using as few added fillers as necessary. The district utilized the Request for Proposal (RFP) soliciting style which allowed for other product and company aspects to be considered when determining final award besides strictly awarding to the vendor with the lowest cost. This process involved product taste testing by students and staff, back-of-kitchen scoring by district staff and reference checks conducted on the eligible chicken processors. The district received two responses and both processors were scored according to pricing and the attributes listed above. While both companies scored almost identically in total points, Pilgrim's Pride Corporation received the most overall points, with a definitive win in the taste category. As such, the recommended award is to Pilgrim's Pride. The district has contracted with this firm for the past 10 years and find their product and service acceptable. Expenditures from this purchase will be from the general fund.

22.02.09 16-2122 Chicken Eval Tab.pdf (119 KB)

Our adopted rules of Parliamentary Procedure, Robert's Rules, provide for a consent agenda listing several items for approval of the Board by a single motion. Most of the items listed under the consent agenda have gone through Board subcommittee review and recommendation. Documentation concerning these items has been provided to all board members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any board member.

Motion & Voting

Motion by Director Bedford. Second by Director Lockwood.

Yes: Melissa Bedford, Nikki Lockwood, Jenny Slagle, Riley Smith, Mike Wiser.

Motion carries.

Processing with USDA Chicken Commodities

RFP 16-2122

	A	B	C	D	E	F	G	H
	Vendor	Met Minimum RFP Qualifications	Pricing Analysis (40)	Taste Evaluation (40)	Reference Checks (10)	Package & Use (5)	Total Score	
1								
2	Pilgrim's Pride	Yes	34.00	27.30	9.40	4.00	74.70	✓
3	Tyson Foods	Yes	40.00	21.90	9.00	3.40	74.30	
4								
5								
6	✓	Apparent responsive winning vendor						



Wednesday, February 9, 2022
Regular Meeting

7:00pm

Spokane Public Schools

Zoom Meetings

For Zoom Information, please open this agenda to access the link.

1. ZOOM ACCESS & MEETING LOGISTICS

A. Zoom Access and Meeting Logistics

2. OPENING OF MEETING

A. Roll Call

B. Introductions

C. Flag Salute

D. Peoples' Acknowledgment

E. Mission Statement

F. Procedure for Hearing from the Community

3. CHANGES IN THE AGENDA FROM THE BOARD OR THE ADMINISTRATION

A. Potential Changes

4. MINUTES

A. January 26, 2022 Special Meeting

B. January 26, 2022 Regular Meeting

5. EARLY BOARD REPORTS

A. Report from Student Advisor

6. HEARING FROM THE COMMUNITY ON ITEMS NOT ON THE AGENDA

A. Hearing from the Community - SPECIAL E-MAIL INSTRUCTIONS

7. CONSENT AGENDA

A. Resolution 2022-01 Revising District AHERA Officer

B. Bid No. 19-2122, Copier Paper

C. Processing with USDA Chicken, RFP No. 16-2122

D. Processing with USDA Beef Commodities, RFP 15-2122

E. Audits

F. HR Terminations and Nominations



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Motion & Voting

Motion by Director Bedford. Second by Director Lockwood.

Yes: Melissa Bedford, Nikki Lockwood, Jenny Slagle, Riley Smith, Mike Wiser.

Motion carries.



Spokane Public Schools
excellence for everyone

DATE: January 2022

RFP NO.: 16-2122

SECTION I

TELEPHONE NO.: 509.354.7127

BUYER: Pam Tatosky

REQUEST FOR PROPOSALS (RFP) ON:

PROCESSING WITH USDA CHICKEN

RFPs ACCEPTED UNTIL:

2:00:00 P.M. PST, Thursday, January 27, 2022

PRICES F.O.B.:

CENTRAL WAREHOUSE
2815 East Garland Ave.
Spokane, WA 99207

STANDARD TERMS AND CONDITIONS

RFP COMPLETION: RFPs must be completed insofar as possible on the enclosed RFP documents and must include an original signature by an authorized representative. Please complete and return the signed and sealed Response Documents to **Spokane Public Schools, Purchasing Department, 2815 East Garland Avenue, Spokane, WA 99207-5899**. RFPs received at a location other than the Purchasing Department will not be accepted. (Note: Faxed copies of RFPs cannot be accepted unless otherwise indicated in the attached specifications.) RFPs will be opened at the time and date designated above.

RFP PRICING: Unless otherwise specified, all prices shall be for new products F.O.B. destination. **Tie-ins** will be considered where advantageous. Prices provided shall include all handling and packaging costs. Those submitting RFPs do so entirely at their own expense. There is no expressed or implied obligation by Spokane Public Schools to reimburse any firm or individual for any costs incurred in preparing or submitting proposals.

RFP CHANGES OR WITHDRAWAL: All changes and erasures must be made before RFP opening time and initialed. Respondent may not withdraw their RFP after the RFP opening time or prior to the award of contract(s). No alteration in any of the terms, conditions, delivery, quality, quantities or specifications of this solicitation will be considered without prior written consent of Spokane Public Schools Purchasing Director.

ADDENDA TO THE RFP: All official clarifications or interpretations of the RFP documents will be by written addenda. Clarification given in any other form will be informal and unofficial.

DELIVERY: Deliveries must be properly identified with packing list(s) or label(s) designating appropriate purchase order number(s). All products are subject to inspection and acceptance by Spokane Public Schools personnel before final payment. At sole discretion of Spokane Public Schools, **partial payments** may be made for partial deliveries.

ACCEPTANCE/REJECTION: The District reserves the right to accept or reject RFPs on each Item separately or as a whole, to reject any or all RFPs, to waive informalities, and to contract in the best interests of the District. Successful contractor shall enter into contract with the District within **ten** days from the date of purchase authorization from the District Board of Directors.

SAMPLES: In some cases samples will be requested to be furnished by contractor at no charge to the District to determine acceptability of an Item.

TAXES: The District is not exempt from retail sales tax unless Items ordered are food products purchased for human consumption.

EQUAL EMPLOYMENT: Unless exempted by rules of the Secretary of Labor issued in appropriate sections of Executive Order 11246, as amended by 11375, the Contractor agrees to supply the District a completed "Equal Employment Opportunity Compliance Certificate" if such is requested.

ACCOMMODATIONS FOR THE DISABLED: Individuals with disabilities who may need an accommodation to participate in a public RFP opening meeting should contact Pam Tatosky, Purchasing Services, by email (pamt@spokaneschools.org), by phone (509-354-7127), or by fax (509-354-7183) no later than three (3) days before the scheduled meeting to request an accommodation.

MINORITY OWNED AND WOMEN OWNED BUSINESS ENTERPRISES: The District encourages the participation of Minority Owned and Women Owned Business Enterprises in this Request for Proposal. While the District does not give preferential treatment, it does seek equitable representation from the minority and women owned businesses.

EMPLOYMENT PROHIBITION: In accordance with Title 28A RCW the contractor shall prohibit any employee of contractor from working at a public school who has contact with children at the public school during the course of his or her employment and who has pled guilty to or been convicted of any felony crime involving the physical neglect of a child under Chapter 9A.42 RCW, the physical injury or death of a child under Chapter 9A.32 or 9A.36 RCW (except motor vehicle violations under Chapter 46.61 RCW), sexual exploitation of a child under Chapter 9.44 RCW where a minor is the victim, promoting prostitution of a minor under Chapter 9A.88 RCW, the sale or purchase of a minor child under RCW 9A.64.030, or violation of similar laws of another jurisdiction. Any failure by contractor to comply with this section shall be grounds for the District's immediate termination of the contract.

PROPRIETARY INFORMATION/PUBLIC DISCLOSURE: Under the Washington State Public Records Act, Chapter 42.56 RCW ("Public Records Act"), public records include, but are not limited to, bid or proposal submittals, agreement documents, contract work product, or other bid or proposal material. The Public Records Act requires that SPS promptly disclose public records upon request unless the Public Records Act or another Washington State statute specifically exempts records from disclosure. Exemptions are narrow and explicit and are listed in Washington State Law (reference RCW 42.56 and RCW 19.108). Proposers must be familiar with the Public Records Act and the limits of record disclosure exemptions. If any of the records you are submitting to SPS as part of your submittal are exempt from disclosure pursuant to a specific exemption, clearly and specifically identify each record and the specific exemption(s) that may apply. (If you are awarded an SPS contract, the same exemption designation will carry forward to the contract records.) Do not identify an entire page as exempt unless each sentence is within the exemption scope; instead, identify paragraphs or sentences that meet the specific exemption criteria. Only the specific records or portions of records properly identified by you as exempt will be considered for exemption. All other records will be considered fully disclosable upon request. The SPS will not assert an exemption from disclosure on your behalf. SPS will not withhold materials from disclosure simply because you take the position that they are exempt, but instead reserves the right to make its own determination. If SPS receives a public disclosure request for any records you have specifically listed as exempt, SPS may notify you of the request and, while not legally obligated to do so, may temporarily postpone disclosure in order to allow you to file a court injunction to prevent SPS from releasing the records (reference RCW 42.56.540). If you fail to obtain a court order, SPS will release the documents. By submitting a qualification packet the respondent acknowledges the obligations herein and acknowledges that SPS has no obligation or liability to the respondent if records are disclosed.

TOBACCO/DRUG/WEAPON PROHIBITION: District property is a tobacco free, drug free, and weapon free environment. Contractor personnel shall conform to this policy at all times while on District premises.

SAVE HARMLESS: Contractor agrees to protect and save harmless Spokane Public Schools against all claims, suits, or proceedings for patent, trademark, copyright, or franchise infringements.

AWARDS: Successful contractor will be notified by Spokane Public Schools via email following purchase approval by Spokane Public Schools Board of Directors.

QUESTIONS: Questions regarding RFPs should be directed to the Purchasing Department, (509) 354-7174.

BYRD ANTI-LOBBYING AMENDMENT: In accordance with federal regulations, contractor must submit certification that it will not and has not used federal appropriated funds to pay any person or organization 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 obtaining any federal contract, grant or any other award covered by this amendment. Each must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award.

RFP No. 16-2122
Projected Timeline

Date	Time	Event
January 4, 2022		Solicitation published and posted to District website and PublicPurchase.com
January 04 – 21, 2022	Cut off for questions: 4:30 p.m. PST	Questions regarding this solicitation must be asked in writing. They can be sent via email (pamt@spokaneschools.org), US Post or fax (509-354-7183). Questions must be received by 1/21/22 or they will be returned to sender.
January 5 & 12, 2022		Solicitation advertisement in newspaper of general publication (Spokesman Review)
January 19, 2022	2:00 p.m. PST	Samples due into the District Warehouse
January 27, 2022	2:00:00 p.m. PST	Public opening solely to name the Firms that submitted Proposals
January 24-February 2, 2022		Evaluation and taste testing period
February 9, 2022		School Board award approval

PROCESSING WITH USDA CHICKEN
GENERAL TERMS AND CONDITIONS

A. GENERAL

1. Scope: This RFP is for the purpose of soliciting pricing for Chicken Processing utilizing United States Department of Agriculture (USDA) Chicken and is issued by Spokane Public Schools. Only those vendors who are approved as USDA processors are eligible to submit on this solicitation. Any contract entered into as a result of this solicitation should also be accessible to any other school districts that have entered into an Interlocal Agreement with SPS as listed on Attachment A, so long as the outlying districts can comply with the agreed upon conditions set forth in this solicitation.
2. Product Access and Modifications to Scope: This RFP is a prime vendor agreement between the Spokane Public Schools and the contractor who is awarded this RFP. Spokane Public Schools will have access to all approved contractor Summary End Product Data Schedule (SEPDS) items. If the Spokane Public Schools is not able to utilize the prime vendor option then the district reserves the right to modify this Contract by mutual agreement between Spokane Public Schools and the Contractor, so long as such modification is not more than 20% of the entire estimated Contract value. This will allow the Nutrition Services department to choose USDA approved items which may also include newly introduced USDA approved products. Such modifications will be evidenced by issuance of a written authorized amendment by Spokane Public Schools Purchasing Department or in writing by the director of nutrition services. Products of the same nature as those specified that were modified to comply with new nutritional requirements or supply chain issues for the school meal program may be grandfathered into this bid award.
3. Estimated Usage Quantities: Quantities indicated in Section IV (in the specifications spreadsheet) are provided solely for the purpose of assisting Contractors in preparing their Response Documents as these are the only items that will be included in the overall pricing evaluation. Orders will be placed only on an as needed basis. Estimated usage data as stated herein shall not bind the District to purchase of said quantities. Usage estimates are based strictly upon historical data and may not reflect future requirements. The District does not represent or guarantee any minimum and/or maximum purchase

B. DISTRICT RIGHTS

1. Award of Contract: The contract shall be awarded to the contractor with the highest score based on the RFP Evaluation Criteria (Section III, paragraph M). **This is an ALL OR NONE SOLICITATION for Processing Services utilizing USDA beef.** Therefore, to be given consideration for award, you MUST SUBMIT PRICING ON ALL REQUIRED ITEMS (items 1, 2, 3, 4, 5 and 6) AND AT LEAST 80% OF THE REMAINING NUMBER OF ITEMS OR THEIR ALTERNATES listed in Section IV. In addition, 1, 2, 3, 4, 5 and 6 listed in Section IV, Vendor Response Information, and highlighted in blue MUST have a 100% beef, allergen free option. Price scoring will be based on items specified. (See Section III, paragraph M for complete evaluation criteria.)

Award of Contract by Spokane Public Schools is anticipated to be February 10, 2022. Spokane Public Schools reserves the right to reject any or all submittals, to award in the best economic interest of Spokane Public Schools, and to waive any informalities or irregularities in the solicitation process.

2. Assignment of Contract: The Contractor shall not assign this contract nor any part thereof, nor any monies due or to be due thereof, without prior written approval of Spokane Public Schools

3. Form of Contract: The contract between the parties, once completed by the parties concerned, shall be the Spokane Public Schools solicitation specifications, the Response Documents as signed by the Contractor, together with the purchase order signed by Spokane Public Schools and any other contract documentation required by this RFP.

4. Contract Duration: Contracts executed as a result of this solicitation shall be effective upon award through June 30, 2023. Spokane Public Schools reserves the option to renew this Food Processing Contract for four (4) additional one year periods which, if all optional renewals are exercised, will end June 30, 2027, subject to contract terms and conditions. Pricing shall remain firm through the initial one-year contract term as well as all four optional renewal terms unless otherwise agreed upon as provided for in Section II, Paragraph J below.

C. PREPARATION OF THE RFP

1. Examination of the Specifications: Contractors shall thoroughly examine and be familiar with the specifications. Failure of any respondent to examine response form, instruments, addenda, or documents, as well as failure to be acquainted with existing conditions, shall in no way relieve them from the obligations of this solicitation or the contract. Submissions shall be taken as prima facie evidence of compliance with this section.

2. Interpretation of Specifications: If a Contractor finds discrepancies in, omissions from these specifications, or questions their meaning, Contractor is requested to immediately notify Pam Tatosky, Purchasing Services, Spokane Public Schools at pamt@spokaneschools.org. If necessary, Spokane Public Schools will issue a written interpretation of the solicitation as an addendum to all contractors. It is the responsibility of each contractor to be aware of all addenda issued. The District will not be responsible for any oral interpretation of the intent or meaning of the specification or other pre-solicitation documents. Questions received after January 21, 2022, cannot be answered. All addenda issued will become part of the basic RFP and any contract that may result there from. Any submittal which fails to include the requirements of all addenda may be rejected on the grounds that it fails to meet the specifications.

3. Form of the Solicitation (Response Document): Proposals shall be made upon the enclosed form (See Section IV, "Response Document"). Only the amount of information asked for in the document will be considered. Also note that erasures, interlineations or other corrections must be initialed by the persons signing the response document.

Contractors should prepare their responses by entering unit and extended prices in the spaces following each Item on the Response Document. The unit price for each Item proposed shall include packaging. All prices bid shall include Federal Taxes, if any, and exclude Washington State Sales Tax. However, invoices submitted for payment shall include Washington State Sales Tax if applicable.

4. Submission of RFPs: All RFPs shall be submitted as outlined in the Terms and Conditions. Any responses received after the date and hour scheduled for Opening will be returned unopened to respondent.

5. Modification of RFP: No oral modifications will be allowed for any RFP submission.

6. Withdrawal of Response: No Respondent may withdraw an RFP after the date and hour for the opening and before the award of contract, unless said award is delayed for a period exceeding forty-five (45) days.

7. Federal Restrictions on Lobbying: By responding, the Respondent certifies that under the requirements of Lobbying Disclosure Act, 2 U.S.C., Section 1601 et seq., no Federal appropriated funds have been paid or will be paid, by or on behalf of the Respondent, 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.

D. LIQUIDATED DAMAGES

Spokane Public Schools has an immediate requirement for the materials, equipment or services specified herein. Respondents are urged to give very careful consideration to Spokane Public Schools delivery requirements and the manufacturer's production capabilities when establishing a delivery date(s).

Liquidated damages in this solicitation are defined as the cost to procure locally, or on the open market, the replacement on any rejected or undelivered contract items. The Contractor covenants and agrees that in the event suit is instituted by the purchaser for any non-performance, breach or default on the part of the contractor, and the Contractor is adjudged by a court of competent jurisdiction, Contractor shall pay purchaser all costs, expense expended or incurred by the purchaser in connection therewith, and reasonable attorney's fees.

E. FORCE MAJEURE

The term “force majeure” means an occurrence that causes a delay that is beyond the control of the party affected and could not have been avoided by exercising reasonable diligence. Force majeure shall include acts of God, war, riots, strikes, fire, floods, epidemics, or other similar occurrences.

Exceptions: Except for payment of sums due, neither party shall be liable to the other or deemed in breach under this Contract if, and to the extent that, such party's performance of this Contract is prevented by reason of force majeure.

Notification: If either party is delayed by force majeure, said party shall provide written notification within forty-eight (48) hours. The notification shall provide evidence of the force majeure to the satisfaction of the other party. Such delay shall cease as soon as practicable and written notification of same shall likewise be provided. So far as consistent with the Rights Reserved below, the time of completion shall be extended by Contract amendment for a period of time equal to the time that the results or effects of such delay prevented the delayed party from performing in accordance with this Contract.

Rights Reserved: Spokane Public Schools reserves the right to authorize an amendment to this Contract, terminate the Contract, and/or purchase materials, supplies, equipment and/or services from the best available source during the time of force majeure, and Contractor shall have no recourse against Spokane Public Schools.

F. CONFLICT OF INTEREST

Spokane Public Schools officers and employees may not accept or receive, directly or indirectly, a personal financial benefit; or accept any gift, token, membership, or service, as a result of a district purchase entered into, or anticipated in the future, from any person, firm, or corporation. District employees, within the course of their employment, are prohibited from accepting any gratuity (including food or beverage) from a supplier of goods or services to the District.

G. MANDATORY DISPUTE RESOLUTION PROCEDURE

In the event that a dispute shall arise regarding the terms, conditions, or breach of this Solicitation, the parties shall, as a condition precedent to taking any action and as a condition precedent to seeking arbitration, mediate the dispute using the services of a mutually agreed upon independent mediator. Each party shall split the expenses of the mediator and the facility for the mediation. Each party shall otherwise pay its own expenses.

H. INTERLOCAL AGREEMENTS

Spokane Public Schools has entered into Interlocal Purchase Agreements with other governmental agencies pursuant to RCW 39.34. Vendor may agree to sell additional Items at the RFP price, terms and conditions to other governmental agencies (See **Attachment A**). Spokane Public Schools accepts no responsibility for the payment of any purchase by other governmental agencies. If minimum quantities are required by other agencies to receive the RFP pricing, please indicate this on your response form. Spokane Public Schools will not be responsible for, nor does it guarantee any Contract participation by other districts, which shall be voluntary, with no guaranties either expressed or implied that all or any of these districts will participate. In all instances where this contract is accessed, initiation with additional districts will be at the sole discretion of those districts listed in **Attachment A**.

I. PRICE ADJUSTMENTS

At the renewal of each optional contract year, in the event of unusual circumstances such as changes in local, state or federal taxes, laws, specifications, regulations, or certain production expenses that could not have been foreseen or budgeted in the original proposal, which cause the Contractor's costs to hereunder increase, then parties shall determine a reasonable and just amount to cover such documented increase. Price adjustments may be taken into consideration by the Purchasing Department when determining whether to extend this Contract. Price increases will not be considered without supporting documentation sufficient to justify the requested increase. Under no circumstances shall any cost increase be applied retroactively.

Contractors shall not make extensions contingent on price adjustments.

Documentation must be based on published indices such as the Producer Price Index and/or the result of increases at the manufacturer's level, incurred after contract commencement date. The grant of any price adjustment will be at the sole discretion of Spokane Public Schools and, if granted, shall not produce a higher profit margin for the Contractor than that established by the original contract pricing. The Contractor shall be notified in writing by the Purchasing Department of any price adjustment granted by Spokane Public Schools, and such price increases shall be set forth in a written amendment to the contract. Price increases granted by Spokane Public Schools shall remain unchanged for the ensuing fiscal period (the period between July 1 and June 30 of the following year), and no request for additional increased adjustments in price will be considered during the balance of that fiscal year. The only exception to a mid-year increase request would be in extreme and unprecedented circumstances which must be accompanied by well supported documentation showing the need for such increase. In any event, the District will make the sole and final decision as to whether an increase is acceptable. Likewise, during the contract period, price decreases at manufacturer's and wholesaler's levels shall be passed on dollar for dollar to the district(s) retroactive to the date they were effective to the vendor.

J. INDEMNIFICATION

The Contractor shall defend, indemnify, hold and save harmless Spokane Public Schools, their agents, representatives and employees ("Indemnitees") from all loss, damage, liability, claims, allegations or expenses (including attorney fees and all expenses of litigation), resulting from any actual or alleged injury or death of any person, or from any actual or alleged loss of or damage to any real or personal property, caused by or resulting from any act or omission relating to or arising from Contractor's discharge of its responsibilities contained in this contract regardless of whether such conditions result from negligence of Spokane Public Schools. This agreement to defend, indemnify and hold harmless shall be triggered upon the assertion of any claim against any Indemnatee within the scope of the Contractor's said defense, indemnification and hold harmless obligations. Attorney fees and litigation expenses incurred by any Indemnatee in successfully enforcing the obligation of this Paragraph shall be paid by the contractor.

The Contractor further agrees that its defense, indemnity and hold harmless obligations shall apply to claims made by its own employees against an Indemnatee, but in that instance only to the extent of the Contractor's own negligence or fault in whole or part causing the claimant's damages. To that extent, the Contractor therefore knowingly and expressly waives any immunity that it otherwise might have been entitled to invoke under Title 51 RCW.

K. DELIVERY

All products for Spokane Public Schools, including the samples discussed in Section III paragraph B "PRODUCT SAMPLING," shall be clearly labeled with vendors name and **USDA RFP. No. 16-2122 SAMPLES**. Samples are to be delivered FOB to the Spokane Public Schools site shown below.

Central Warehouse
2815 E. Garland Avenue
Spokane, WA 99207

The District reserves the option of choosing the "Net Off Invoice" or Indirect Sales Discount method. Should this be the selected method, all products (with the exception of the "PRODUCT SAMPLING" items) will be delivered FOB to the District's prime vendor. The inability of a Contractor to provide this type of delivery service will not exclude them from consideration for award.

L. FAIR TRADE/DISCOUNTS

The supplier shall warrant that any cash discount offered to Spokane Public Schools fairly represents manufacturing, selling or delivery cost savings resulting from the quantity sale and that such discount is reasonably available to all purchasers. Cash discounts will be considered when evaluating prices proposed. However, discounts less than 1 percent or discount periods less than 20 working days after receipt of Items will not be considered as evaluation factors in the award of contracts.

M. INVENTORY REDUCTIONS

Non-Substitutable Commodity Foods: For all end products utilizing a non-substitutable USDA Commodity, the amount of USDA Commodity actually contained in the end product as identified in the SEPDS shall be the only basis for inventory reduction on the monthly performance report. The reduction in inventory can be shown only after there has been pass through to Spokane Public Schools of the value of the USDA Commodity.

N. TRANSFERS OF USDA COMMODITY FOODS

USDA Commodity may be transferred only with the concurrence of the Office of Superintendent of Public Instruction (OSPI) or the USDA Food and Nutrition Service, if applicable. All transfers of USDA Commodity shall be documented. Such documentation shall be maintained in accordance with Section II, par O.

O. PERFORMANCE REPORTING

The Processor shall submit monthly reports pertaining to relative performance to Spokane Public Schools and OSPI postmarked, transmitted electronically, or have such available by website no later than 30 days after the close of the reporting period. **If no activity took place during the reporting month, a performance report shall be submitted to reflect no activity.**

Spokane Public Schools will monitor Processors to ensure that the quantity of USDA Commodity on hand does not exceed a six-month supply based on the Processor's average monthly usage.

Processors failing to submit monthly performance reports within the established time limits may be considered in noncompliance with this Agreement which may result in Liquidated Damages and/or Agreement termination by Spokane Public Schools.

Monthly performance reports shall be submitted only in an OSPI approved format (provide a sample report with RFP response), which shall include:

1. USDA Commodity inventory at the beginning of the reporting period;
2. Total quantity of USDA Commodity received during the reporting period specifying the sources of such USDA Commodity such as backhaul from Spokane Public Schools or OSPI, direct shipments arranged by OSPI, and/or transfers into OSPI or Spokane Public Schools account and year to date totals;
3. Total number of units/cases of approved end products by product identification code or brand name delivered to Spokane Public Schools during the reporting period for which Spokane Public Schools has received;
4. Total number of pounds of USDA Commodity reduced from inventory and year to date totals;
5. USDA Commodity inventory at the end of the reporting period;

6. A certification statement that sufficient USDA Commodity is in inventory or on order for the next production cycle to account for quantities needed for production of end product for Spokane Public Schools processing contracts and that the Processor has on hand or on order adequate quantities of foods purchased commercially to meet the Processor's production requirements for commercial sales.

P. WARRANTY

Product must be warranted and guaranteed to be merchantable by the supplier and fit for the purpose for which intended.

Q. INVOICE

The supplier shall submit an itemized invoice after delivery of food products including an itemized inventory report for any unused USDA diversion. Payment for inaccurate invoices shall be held by Spokane Public Schools until accurate documents are received by the District. **Absolutely no fuel surcharges or carrying fees are to be invoiced as a separate line item for any deliveries made from this contract.** Invoices for Spokane Public Schools shall be addressed and mailed to: Spokane Public Schools, Attn: Accounts Payable, 200 North Bernard St., Spokane, WA 99201. **An example of the Contractor's invoice and billing statement shall accompany this RFP response.**

R. MANNER OF PAYMENT

Payment will be made following approval and acceptance by the Director of Nutrition Services (or their designee) within 30 days receipt of an acceptable invoice, or receipt of the product, whichever is later.

S. ADDITIONAL PRODUCT ORDERS

Spokane Public Schools reserves the right to order any other USDA approved product items not specifically named on this solicitation within the limits of this RFP (See Section II, paragraph A.2). Please supply a complete list of all USDA approved products processed by your firm with the RFP submission. For additional district informational purposes, the corresponding pricing for each of these USDA approved products based on an order of 200 cases of any given product would be appreciated. The pricing component of this request is optional and failure to provide will **not** disqualify the vendor from award. New or reformulated products proposed by Contractor must meet the requirements established in this solicitation document or subsequent revisions. If approved by Spokane Public Schools the new products will be added to the Contract by written amendment must be given immediate benefit of such lower prices and rates.

T. PRICE DECREASES

If, during any term of the awarded Contract, lower prices and rates become effective for like quantities of products under similar terms and conditions through reduction in Manufacturer's or

Contractor's list prices, promotional discounts, or other circumstances, Spokane Public Schools must be given immediate benefit of such lower prices and rates.

U. INSURANCE

During the term of this Agreement, contractor shall maintain in force at its own expense, General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate for bodily injury and property damage. It shall include premises and operations, independent contractors, products and completed operations, personal injury liability, and contractual liability coverage for the indemnity provided under this Agreement;

There shall be no cancellation, material change, or reduction of limits or intent not to renew insurance coverage(s) without thirty (30) days written notice from Contractor to Spokane Public Schools. Contractor shall furnish acceptable insurance certificates. Such certificates shall include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level.

V. RETENTION OF RECORDS

The Contractor shall maintain all books, records, documents, data and other evidence relating to this Contract and the provision of materials, supplies, services and/or equipment described herein, including, but not limited to, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Contractor shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under the Contract, shall be subject at all reasonable times to inspection, review, or audit by Spokane Public Schools and/or OSPI, personnel duly authorized by Spokane Public Schools or OSPI, the Washington State Auditor's Office, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of contract, the records shall be retained until final resolution of all litigation, claims, or audit findings involving the records.

W. SEVERABILITY

If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Contract that can be given effect without the invalid provision, and to this end the provisions of this Contract are declared to be severable.

X. PERSONAL LIABILITY

It is agreed by and between the parties hereto that in no event shall any official, officer, employee or agent of Spokane Public Schools and/or OSPI when executing their official duties in good faith, be in any way personally liable or responsible for any agreement herein contained

whether expressed or implied, nor for any statement or representation made herein or in any connection with this agreement.

Y. CONTRACT FORMATION

A submission in response to this solicitation is an offer to contract with Spokane Public Schools. Proposals become a contract only when legally awarded and accepted in writing by SPS.

Z. CONTRACT INFORMATION AVAILABILITY AFTER AWARD

After school board approval of award, information regarding results of the solicitation may be obtained by accessing the SPS solicitation website: <http://www.spokaneschools.org/solicitations>.

AA. NO COSTS OR CHARGES

Costs or charges under the proposed Contract incurred before the Contract is fully executed will be the sole responsibility of the Contractor.

BB. “Buy American” Provision:

The Code of Federal Regulation 7 CFR 210.21(d) requires schools and institutions participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) in the contiguous United States to purchase, to the maximum extent practicable, domestic commodities or products for use in meals served under the NSLP and SBP. Food products are to be substantially produced and processed in the United States using agricultural commodities that are produced in the United States. “Substantially” means over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. The district expects the successful bidder to monitor product specification and notify the Nutrition Services office immediately if any product is no longer substantially produced in the U.S. When a food product is not available domestically the district is allowed to accept imported substitutions. The successful bidder must monitor seasonal changes and notify the Nutrition Services office if an imported product is being substituted (for example tomatoes, strawberries, and grapes in November-March).

PROCESSING WITH USDA CHICKEN
TECHNICAL SPECIFICATIONS

A. **GENERAL**

These specifications are issued to provide for processing services utilizing USDA Chicken commodities; all pricing shall be based on F.O.B. Spokane Public Schools destination. The approved vendor must be able to coordinate with our State Agency (OSPI) to receive product from the USDA.

B. **PRODUCT SAMPLING**

USDA certified preproduction commodity samples must be supplied by **2:00 p.m. PST, January 19, 2022**. These samples must be accompanied by a USDA Certification. Also, samples must be clearly labeled on the outside with vendor name, **USDA RFP. No. 16-2122 SAMPLES** and arrive frozen to:

Spokane Public Schools Central Warehouse
Attn: Alex Navarrete
2815 E. Garland Avenue
Spokane, WA 99207

Samples must be supplied for each product indicated in **Attachment B**. Contractor must submit one complete case of each requested product indicated for evaluation purposes. Samples **MUST** be in the same full case packaging representative of the products that would be received if contractor is awarded bid. **NOTE: Failure to provide at least one item (either A, B or both) from all requested sample product item numbers for testing may result in bidder disqualification.**

C. **PRODUCT PACKAGING AND LABELING**

Certificates of Nutritional content **or** evidence of Child Nutrition (CN) Labeling Program approval and grading for all USDA products **MUST be sent to Nutrition Services Department prior to shipping product**; Email Doug Wordell at dougw@spokaneschools.org. The purpose of this requirement is to ensure that meals served under the National School Lunch Program meet program requirements and provide a means for properly determining the contribution of these products toward meal pattern requirements. This includes the samples discussed in Paragraph B.

All packaging and labeling shall conform to industry standards as required by the United States Department of Agriculture (USDA) and the United States Food and Drug Administration. Ingredients of all products, name and location of all processing, and all code date information shall be furnished by successful respondent to the Nutrition Services director upon request. Prior to each school year the vendor shall supply to Nutrition Services a current copy of food product specification sheets and child nutrition labels as required by the USDA school meal program. Any change must be supplied within 30 days.

D. NUTRITIONAL REQUIREMENTS

Each product provided must be CN labeled or a Certificate of Nutritional Content (See Section III, paragraph C above). Additionally, products provided must meet the following USDA school lunch program meal patterns:

Each individual serving item must contain:

- 2 Meat/Meat Alternate
- No more than 20% fat
- No more than 500 mg sodium

The commodity item to be diverted and processed is approximately 120,000 pounds of USDA chicken. Mostly large bird 100103. Some small bird 100100 may be diverted for 8 piece bone in chicken.

E. CHANGE OF REGULATIONS

Should any additional federal or governing agency regulations be imposed affecting the processing of USDA commodity products, Spokane Public Schools retains the option to amend specifications to conform to such regulations.

F. HAZARD ANALYSIS AND CRITICAL CONTROL POINTS (HACCP) REPORT

O. Peter Snyder, Jr., Ph.D., Hospitality Institute of Technology and Management, in his report on "Implementing a HACCP Self-Control Program", stated the following: "Current surveillance data from CDC confirm that traditional inspection methods have not solved the food borne illness problem in the United States. Food borne illness is increasing. Raw food is more contaminated than ever before in U.S. history, and a new approach must be sought, one which is a PREVENTION approach. Hazard Analysis and Critical Control Points (HACCP) is a pre-operation prevention approach that allow food establishment owners, operators and government inspectors to focus on the public health risk items before operations start. Safe operating policies, procedures and standards are then implemented by the operator, in cooperation with the regulatory authority and enforced by the operator, so that the potential hazards are always controlled." In order to determine manufacturers, who have shown interest in doing business with Spokane Public Schools, have implemented a HACCP program, the Nutrition Services Department requests that each vendor affirm the existence of their plan and make available for review to Spokane Public Schools representatives if requested.

G. DISTRIBUTION OPTIONS

Contractors are asked to quote prices on two different methods of product distribution:

1. Fee-For-Service (FFS) - Spokane Public Schools is invoiced directly from processor on a per pound/case basis excluding the value of the commodity. Shipment will be made directly to Spokane Public Schools' warehouse. Contractor will need to indicate on Response Document, Page 26, Question No. 18, the minimum delivery drop size for the Fee For Service Option (Number of cases or shipment pounds)
2. Net Off Invoice (NOI) or Indirect Sales Discount - Spokane Public Schools is invoiced from a third party distributor on a net price plus distribution fees basis. Processor's product costs less commodity value (net price) will be paid by the distributor directly to the processor. Processor will need to provide an auditable web-based means of tracking all sales data including a running total of commodity product available for processing. This information will need to contain the pass through value of commodity contained in the finished product sent to distributor. If unused commodity product exists at the end of a school year, the processor will hold that product at no additional cost to Spokane Public Schools for a period of time as agreed upon by Spokane Public Schools and processor for use during the next school year.

Contractor's inability to provide the second method of distribution will not disqualify them from this solicitation process. The District reserves the option of the different pricing structures of these two different distribution methods.

H. RECALL PROCEDURES

Contractor must verify that they have a traceability system in place from receipt of commodity to delivery of finish product to designated delivery site. The Contractor must provide an easily accessible (website preferable) means for Spokane Public Schools to access the specific location of lot number and item code location on products. Contractors must have a public notification system capability on their website to provide updates on hold and recall data. The successful contractor will be required, upon request, to conduct a mock recall.

I. FOOD PROCESSING STANDARDS

1. Quantities: Since quantities of food products donated by USDA will dictate quantities shipped to the processing plant, Spokane Public Schools is unable to provide an exact amount of any product to be processed. It is anticipated that the shipment for Spokane Public Schools will be approximately 120,000 lbs. annually based solely on the district's needs. Contractor will coordinate with the Office of Superintendent of Public Instruction (OSPI) distributing agency to arrange for shipment and receipt of USDA goods.

2. **Quality of Food:** Quality of the food processed must meet or exceed USDA requirement governing the processing of Chicken commodities. The product must have proper USDA certification.
3. **Summary End Product Data Schedules (SEPDS):** Summary end product data schedules must have prior approval from the USDA Food and Nutrition Service (FNS). Processing Agreements may be structured before the solicitation is awarded with no obligation to process pending the outcome of the contract award. Each product must have end product data schedules submitted with proposed pricing.
4. **Safety and Health:** All products proposed shall meet or exceed the requirements of USDA Regulations, "Washington Industrial Safety and Health Standards Act", and the "State Board of Health Standards for Primary and Secondary Schools", as applicable. Respondents must represent that all products proposed have been manufactured in compliance with Federal, Washington State and local laws, orders, rules, regulations and ordinances, including, but not limited to those relating to industrial insurance, medical aid, unemployment compensation, social security, minimum wages, equal employment safety standards, affirmative action, and building codes. The Contractor shall hold harmless Spokane Public Schools from any liability claim or expense, including but not limited to attorney fees caused by failure of the manufacturer or any of his sub-contractors to comply with such laws. Processor shall agree to absorb lab costs and reimburse Spokane Public Schools for such costs incurred on product which has tested positive for harmful bacteria.
5. **Processing Inspection:** Contractor shall provide right of access to its facilities to Spokane Public Schools and/or OSPI, and/or any of Spokane Public School's or OSPI's officers or authorized agent(s) and/or official of the State of Washington or the Federal Government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Contract.

J. SANITATION/SHIPPING REQUIREMENTS

All meat products must be produced and handled under the requirements of, and in facilities conforming to, all standards of the USDA Federal Meat and Poultry Inspection Program. All frozen meat products must be transported and delivered at a temperature not to exceed 0°F to 10°F. All products are subject to a temperature test before acceptance.

K. PRODUCT INSTRUCTIONS

Heating/cooling instructions must be attached to or included in each case/carton of shipment. It shall include proper cooking/re-thermalization methods, specifically times and temperatures using:

1. Conventional Ovens
2. Convection Ovens
3. Microwave Ovens at 1200 watts
4. Other recommendations such as stirring, turning or rotating products during the cooking process shall also be included.

L. REFERENCES

Respondents are required to provide three (3) references from school districts, preferably located in the Pacific Northwest United States, with contracts of similar size, duration and scope. These references shall include the District name, contractor's sales representative (or equivalent person for the purpose of facilitating product processing and movement) servicing that account, dates, duration and dollar value of the contract, district contact name and email address, district address, telephone number and fax number. See Section III, Paragraph M.4 for more specific Reference requirements.

M. EVALUATION AND AWARD

The contract will be awarded on an all or none basis to the contractor scoring the highest number of points as indicated below. Such determination will, of necessity, require some judgmental evaluations by district representatives and students. Other industry specialists may be used in the evaluation process at the discretion of Spokane Public Schools. The decision resulting from the evaluation process as to which product best meets the needs of the district remains the sole responsibility of the district and is final. To be awarded this contract, all items listed in the Minimum Qualification Criteria must be met and the contractor must then score the highest point value of the other 4 qualifications (maximum 90 points possible) which are:

- | | |
|---|-----------|
| • Pricing | 40 Points |
| • Admin, Staff, Student Sample Evaluation | 40 Points |
| • Reference Checks | 10 Points |
| • Packaging & Preparation | 5 Points |

1. Minimum Qualification Criteria to be eligible for Award (failure to meet any of the following three qualifications will render the contractor non-responsive):
 - a. Meet or exceed all USDA, Washington State and OSPI processing requirements
 - b. Meet or exceed and provide documentation as requested for all terms, conditions and requirements of this solicitation.
 - c. Provide pricing for at least 80% of the Items and **MUST** provide pricing on any required items noted in light blue and **BOLD** as requested in Section IV. (To qualify

for this provision, only one item per item number needs to be priced, however, price as many within the item number as your firm supplies.)

2. **Pricing Evaluation (40 points)** will be based on overall pricing for all products on the RFP specification. Low price will be calculated on a per serving cost from the contractor's Net Case Cost which will then be extended to a uniform case price based on 96 servings per case.

Item Number	Vendor	Qty	Net Cost/Case	Servings/Case	Cost/Serving	Multiplied by 96	Cost/96 Case
1	ABC	1800	45.00	48	\$.9375	X 96	\$90.00
1	DEF	1800	67.00	72	\$.9306	X 96	\$89.34
1	GHI	1800	55.00	60	\$.9167	X 96	\$88.00
2	ABC	2400	62.00	60	\$1.033	X 96	\$99.20
2	DEF	2400	79.00	72	\$1.097	X 96	\$105.33
2	GHI	2400	92.00	96	\$.9583	X 96	\$92.00

If the RFP was based on only the two items above, the cost per case of 96 will be multiplied by the historic quantities indicated in the quantity column of Section IV response document. In this example, the overall pricing results would be:

	<u>Item 1</u>	<u>Item 2</u>	<u>Overall Total</u>
Vendor ABC:	\$162,000.00	\$238,080.00	\$400,080.00
Vendor DEF:	\$160,812.00	\$252,792.00	\$413,604.00
Vendor GHI:	\$158,400.00	\$220,800.00	\$379,200.00

Vendor GHI would be deemed the low respondent and receive all 40 possible points for pricing. The other vendors would be given a score based on their percentage of cost above the lowest contractor. In this case, Vendor ABC would receive 37.8 points and Vendor DEF would receive 36.4 points.

3. **Acceptable taste test outcome (40 points):** Respondents must supply the samples as noted in Section III, paragraph B and in Section IV. Each item sample will be evaluated by the district administrative team, the district kitchen staff and a taste test with district staff and representatives of the student body.
 - a. Administrative/Kitchen Staff Review – 20 points possible
 - b. Staff and Student Taste Test (60% of testers must rate this product acceptable for the school meal program) –20 points possible

Points will be awarded as follows:

Administrative/Kitchen Staff Review: Points will be awarded based on established rubric. The vendor who receives the highest percentage over the lowest acceptable percentage of 60% will receive all 20 possible points for Overall Product Quality. The other vendors will be given a score based on their percentage of customer quality rating below the highest ranked contractor. In this case, Vendor GHI scored the full 20 points based on a high quality approval score of 82%; Vendor ABC would be next with 19.2 points awarded for their score of 78% and Vendor DEF would come in last with 18.0 points for an acceptable percentage of 72%.

Student and Staff Taste Test – This will be subjective opinion based on scores from students and staff. 10 points will be awarded for appearance and 10 points will be awarded for taste.

	Appearance	Taste	Overall Quality	Score
Vendor ABC	7.8	7.2	19.2	34.2
Vendor DEF	6.0	6.2	18.0	30.2
Vendor GHI	6.9	8.8	20.0	35.7

4. **Reference Checks (10 points):** References will be evaluated on the answers received from reference contacts (from references provided by contractor and from other customers contacted by the district) and Spokane Public Schools' previous experience with the contractor that will include, but not be limited to, the following issues:
- Contractor products
 - Contractor reliability and customer service
 - Contractor responsiveness when issues arise
 - Contractor invoicing and on-line services
 - Ease of interpreting invoice
 - Web resources and the ability to navigate
 - Interface with warehouse and Net Off Invoice tracking

Scoring will be based on a list of specific questions posed to each reference contact. It is up to each contractor to provide reference contacts that will respond to Spokane Public Schools' reference request. **If a reference contact call is made and no return call is made, it is possible that the contractor will receive zero points for that reference.**

5. **Product Packaging and Ease of Use (5 points):** 1 point will be awarded for each of the following criteria; these will be evaluated by kitchen and district Nutrition Services staff:
- Ease of use: Packaging material, product separation.
 - Product spoilage or breakage
 - Clarity of cooking directions
 - Pre-scored or cut products and portion consistency
 - Out of oven quality.

Final award calculation:

Vendor	Minimum Qualification	Pricing Analysis	Taste Evaluation	Reference Checks	Package & Use	Total Score
Vendor ABC	Yes	37.8	34.2	7.0	4.1	83.1
Vendor DEF	Yes	36.4	30.2	8.1	4.2	78.9
Vendor GHI	Yes	40.0	35.7	6.9	3.8	86.4^

^ - In the sample presented above, Vendor GHI would be awarded this particular contract.

PROCESSING WITH USDA CHICKEN

RESPONSE DOCUMENT

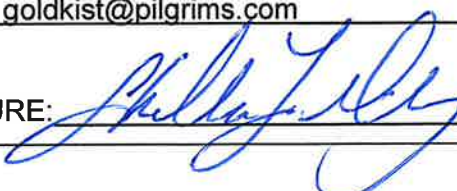
Bids are subject to all requirements furnished with this response document. By signing bid document, vendor affirms having read the terms and conditions and specifications and agrees thereto and warrants that pricing supplied herein conform to specifications herein, except if otherwise stated in a special condition by Spokane Public Schools.

Receipt of Addenda numbered **ADDENDUM NO. 1** is hereby acknowledged.
(fill in number of each addenda received)



RETURN RFP TO:

Purchasing Office
2815 East Garland Ave.
Spokane, WA 99207

FIRM NAME: Pilgrim's Pride Corporation
ADDRESS: 1770 Promontory Circle
Greeley, CO 80634
PHONE NO. 970-214-9105 FAX NO. N/A
BY (Please Print): Shellie Lilly
TITLE: Contract Manager
EMAIL: goldkist@pilgrims.com
SIGNATURE: 

January 2022

RFP 16-2122

SECTION IV

PART I: STATEMENT REGARDING EQUAL EMPLOYMENT OPPORTUNITY

We hereby certify that we have made a conscientious effort to comply with federal, state and local equal employment opportunity requirements in bidding this project and we will make the same efforts in fulfilling the requirements if awarded the Contract.

We further designate the following as the person who has been charged with the responsibility for securing compliance with and reporting progress on affirmative efforts.

Name: Shellie Lilly

Title: Contract Manager

Phone Number: 970-214-9105

PART II: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

In submitting the proposal to do the work as outlined in the Contract Specifications, we hereby certify that we have not been suspended or in any way are excluded from Federal procurement actions by any Federal agency. We fully understand that, if information contrary to this certification subsequently becomes available, such evidence may be grounds for non-award or nullification of the Contract.

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, Participant's responsibilities.

Signed: Shellie Lilly

Date: 01/19/2022

Title: Shellie Lilly/Contract Manager

Firm: Pilgrim's Pride Corporation

Address: 1770 Promontory Circle

City State & Zip: Greeley, CO 80634

PART III: BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

In accordance with federal regulations, contractor must submit certification that it will not and has not used federal appropriated funds to pay any person or organization 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 obtaining any federal contract, grant or any other award covered by this amendment. Each must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award.

By signature below, our firm certifies that it is in full compliance of the Byrd Anti-Lobbying Amendment and further certifies that they do not contract with other firms or individuals who are in violation of this Amendment.

Signed: Shellie Lilly

Printed Name: Shellie Lilly

Title: Contract Manager

Firm: Pilgrim's Pride Corporation

**THIS FORM MUST BE COMPLETED AND SUBMITTED WITH BID DOCUMENTS
FAILURE TO DO SO MAY DISQUALIFY YOUR FIRM.**

PROCESSING WITH USDA CHICKEN
RESPONSE DOCUMENT

VENDOR MINIMUM QUALIFYING FACTORS

- | | |
|--|--|
| 1. Vendor must bid all required items and 80% of all items listed, alternates may be considered | Yes <u> X </u> No <u> </u> |
| 2. Vendor shall supply monthly reporting as requested and a sample report is included (See Section II, par O). | Yes <u> X </u> No <u> </u> |
| 3. Hazard Analysis and Critical Control Points has been implemented and is on file for review by District representative if requested. | Yes <u> X </u> No <u> </u> |
| 4. Vendor has passed USDA and applicable state warehouse inspections. | Yes <u> X </u> No <u> </u> |
| 5. Vendor affirms that the items being quoted on this solicitation are processed domestically and are grown domestically, or contain a minimum of 51% domestically grown products. | Yes <u> X </u> No <u> </u> |
| 6. Does your firm offer an electronic or internet based system whereby the district can track and manage their commodity account? | Yes <u> X </u> No <u> </u> |
| 7. Has your firm forwarded the samples and nutrition information referenced in Section III, par B? | Yes <u> X </u> No <u> </u> |
| 8. Have references been included with your submittal? (See Section III, par L and par M) | Yes <u> X </u> No <u> </u> |
| 9. Is your firm an approved 2022 USDA processor? | Yes <u> X </u> No <u> </u> |
| 10. Has your firm provided a "Summary End Product Data Schedule" with bid? (Section III, Paragraph I.3) | Yes <u> X </u> No <u> </u> |
| 11. Debarment certification, EEO declaration and Anti-lobbying statement form has been completed and returned with this response. | Yes <u> X </u> No <u> </u> |
| 12. Processor will allow district access to unused commodity products at end of year. Processor coordinates with OSPI Food Distribution to allow carry over? | Yes <u> X </u> No <u> </u>
<u> up to 6 </u> Months |
| 13. Sample invoice and Billing Statement has been provided with RFP (Section II, par Q). | Yes <u> X </u> No <u> </u> |
| 14. Is a list of all USDA approved product items processed at your firm attached to your submission? (Pricing of these items is optional.) | Yes <u> X </u> No <u> </u> |
| 15. Do all products meet or exceed the nutritional guidelines per Section III, par D? | Yes <u> X </u> No <u> </u> |

Failure to answer all questions above with a yes and supply requested information or failure to provide required service shall result in disqualification of vendor. Unsatisfactory reference checks or negative reaction to product sampling may also disqualify vendor.

Optional inquiry:

16. Vendor agrees to extend pricing to districts that have entered into an Interlocal Agreement with Spokane Public Schools.

Yes X No

17. Does your firm have the ability to receive and track delivered USDA commodity products utilizing a Net Off Invoice tracking system?

Yes X No

18. What is the minimum deliver drop size for the Fee for Service Options?
(Number of case or shipment pounds)

Case 33 Pds10,000

19. Required Lead Time for deliveries 21 days

20. NOTE: ALLERGEN FREE: Confirm that your 100% Chicken products are free of the major allergens (eggs, soy, wheat, gluten, milk, fish, shellfish, nuts, tree nuts). If your 100% Chicken product is NOT allergen free, note the allergens contained in each product.

Confirm: Yes _____ No X

Allergens: Milk, Soy, Wheat

ATTACHMENT A
DISTRICTS WITH INTERLOCAL AGREEMENTS

Almira School District	Liberty School District	Royal School District
Asotin-Anatone School District	Lind School District	Selkirk School District
Central Valley School District	Longview School District	Soap Lake School District
Cheney School District	Loon Lake School District	South Kitsap School District
Chewelah School District	Mary Walker School District	Spokane International Academy
Clarkston School District	Mead School District	Sprague School District
Colfax School District	Medical Lake School District	Stanfield School District, Oregon
College Place School District	Methow Valley School District	Summit Valley School District
Colville School District	Nespelem School District	Sumner School District
Coulee Hartline School District	Newport School District	Tekoa School District
Creston School District	Nine Mile Falls School District	Umatilla School District, Oregon
Culdesac Joint School District, Idaho	North Franklin School District	
Cusick School District	Northport School District	Valley School District
Davenport School District	Northshore School District	Vancouver School District
Dayton School District	Oakesdale School District	Wahluke School District
Deer Park School District	Odessa School District	Waitsburg School District
East Valley School District	Orient School District	Walla Walla School District
Ephrata School District	Othello School District	Warden School District
Everett School District	Pomeroy School District	Washougal School District
Evergreen School District	Palouse School District	Washtucna School District
Finley School District	Pasco School District	Wellpinit School District
Freeman School District	Pateros School District	West Valley School District
Garfield School District	Pomeroy School District	Wilbur School District
Grandview School District	Prescott School District	Wilson Creek School District
Harrington School District	PRIDE Prep Charter School	
Keller School District	Pullman School District	
Kelso School District	Reardan-Edwall School District	
Kettle Falls School District	Republic School District	
Kiona-Benton City School District	Riverside School District	
Lamont School District	Ritzville School District	
	Rosalia School District	

ATTACHMENT B
LIST OF SAMPLING PRODUCT

1. **Chicken Nuggets, Traditional Whole Grain Breaded**
615300
2. **Chicken Patty, Whole Grain Breaded, Round**
665400
3. **Chicken Tenders, Whole Grain Breaded**
625300
4. **Chicken, Popcorn Style, Whole Grain Breaded**
110452/110458
5. **Chicken Meat, Fajita Seasoned, Unbreaded**
1250
6. **Chicken Meat, Diced or Shredded, Unseasoned**
1230
7. **Chicken Meat, Dark Meat Strips**
1260
8. **Chicken Fillet, Whole Muscle, Whole Grain Breaded**
7516
9. **Chicken Fillet, Whole Muscle, Whole Grain Spicy**
7517
10. **Chicken Whole Muscle Breast Bites**
7518

SPOKANE PUBLIC SCHOOL DISTRICT 81 PROCESSING with USDA CHICKEN Section IV - FEE FOR SERVICE			VENDOR RESPONSE INFORMATION			
LINE ITEM	ESTIMATED NEED IN CASES	DESCRIPTION	VENDOR NAME:		PRODUCT INFO	VALUE
			VENDOR REPRESENTATIVE:			
					Shellie Lilly - Contract Manager	
SAMPLE	750	CHICKEN NUGGETS, TRADITIONAL WHOLE GRAIN BREADED AVERAGE ~5 CN FULLY COOKED WHOLE GRAIN BREADED NUGGET SHAPED CHICKEN PATTIES AT ~0.60 OUNCES EACH PROVIDES 2 OUNCES MEAT/MEAT ALTERNATE, 1 BREAD SERVING AND 2 GRAMS OF DIETARY FIBER FOR CHILD NUTRITION MEAL PATTERN REQUIREMENT. FULLY COOKED CN LABELED CHICKEN NUGGETS MUST CONTAIN ZERO GRAMS TRANS FAT. USDA DRAWDOWN FOR THIS PRODUCT MUST BE EVENLY DIVIDED BETWEEN WHITE AND DARK MEAT.	PRODUCT INFO	VALUE		
			TOTAL CASE WEIGHT (IN POUNDS)	30.00	SERVINGS PER CASE	158.00
			TOTAL CALORIES PER SERVING	180	SERVING SIZE (IN OUNCES - SERVINGS PER CASE / CASE WEIGHT)	3.04
			TOTAL % FAT PER SERVING	50	USDA DONATED CHICKEN VALUE NEEDED TO PRODUCE ONE CASE (IN POUNDS)	26.25
			TOTAL FAT PER SERVING (IN GRAMS)	10	GROSS CASE WEIGHT (IN POUNDS)	29.50
			SODIUM PER SERVING (IN MILIGRAMS)	535	GROSS CASE COST	\$ 42.50
			DIETARY FIBER PER SERVING (IN GRAMS)	2	COMMODITY PASS-THROUGH VALUE PER CASE	\$ 31.05
			SOY PROTEIN % PER SERVING	1.50		
			MEAL PATTERN CONTRIBUTION OF MEAT OR MEAT ALTERNATIVE	2.00	NET CASE COST	\$ 11.45
			MEAL PATTERN CONTRIBUTION OF BREAD PER SERVING	1.00	COST PER SERVING (NET CASE COST / SERVINGS PER CASE)	\$ 0.07
			PROVIDE VENDOR CODE FOR THIS ITEM --->			
1	375	CHICKEN NUGGETS, TRADITIONAL WHOLE GRAIN BREADED AVERAGE ~5 CN FULLY COOKED WHOLE GRAIN BREADED NUGGET SHAPED CHICKEN PATTIES AT ~0.60 OUNCES EACH PROVIDES 2 OUNCES MEAT/MEAT ALTERNATE, 1 GRAIN SERVING AND 2 GRAMS OF DIETARY FIBER FOR CHILD NUTRITION MEAL PATTERN REQUIREMENT. FULLY COOKED CN LABELED CHICKEN NUGGETS MUST CONTAIN ZERO GRAMS TRANS FAT. USDA DRAWDOWN FOR THIS PRODUCT MUST BE NATURALLY PROPORTIONED WHITE AND DARK MEAT. PILGRIMS 615300 OR TYSON 10703640928 OR APPROVED	PRODUCT INFO	VALUE		
			TOTAL CASE WEIGHT (IN POUNDS)	30.00	SERVINGS PER CASE	156.00
			TOTAL CALORIES PER SERVING	190	SERVING SIZE (IN OUNCES - CASE WEIGHT / SERVINGS PER CASE)	3.04oz/156
			TOTAL % FAT PER SERVING	11.00	USDA DONATED CHICKEN VALUE NEEDED TO PRODUCE ONE CASE (IN POUNDS)	18.08
			TOTAL FAT PER SERVING (IN GRAMS)	9	GROSS CASE WEIGHT (IN POUNDS)	31.87
			SODIUM PER SERVING (IN MILIGRAMS)	380.00	GROSS CASE COST	\$ 67.22
			DIETARY FIBER PER SERVING (IN GRAMS)	2.00	COMMODITY PASS-THROUGH VALUE PER CASE	\$ 18.03
			SOY PROTEIN % PER SERVING	7		
			MEAL PATTERN CONTRIBUTION OF MEAT OR MEAT ALTERNATIVE	2	NET CASE COST	\$ 49.19
			MEAL PATTERN CONTRIBUTION OF BREAD PER SERVING	1	COST PER SERVING (NET CASE COST / SERVINGS PER CASE)	\$ 0.32
			PROVIDE VENDOR CODE FOR THIS ITEM --->			615300

SPOKANE PUBLIC SCHOOL DISTRICT 81 PROCESSING with USDA CHICKEN Section IV - FEE FOR SERVICE			VENDOR RESPONSE INFORMATION			
			VENDOR NAME:		Pilgrim's Pride Corporation	
			VENDOR REPRESENTATIVE:		Shellie Lilly - Contract Manager	
LINE ITEM	ESTIMATED NEED IN CASES	DESCRIPTION	PRODUCT INFO	VALUE	PRODUCT INFO	VALUE
2	500	CHICKEN PATTY, WHOLE GRAIN BREADED, ROUND FULLY COOKED WHOLE GRAIN BREADED ROUND PATTY AT ~3.0 OUNCES TO PROVIDE 2 OUNCES MEAT/MEAT ALTERNATE AN 1 GRAIN SERVING, 2 GRAMS OF DIETARY FIBER FOR CHILD NUTRITION MEAL PATTERN REQUIREMENTS, ZERO GRAMS TRANS FAT, USDA DRAWDOWN FOR THIS PRODUCT MUST BE NATURALLY PROPORTIONED WHITE AND DARK MEAT. PILGRIMS 665400 (Homestyle) OR TYSON 10703040928 OR APPROVED.	TOTAL CASE WEIGHT (IN POUNDS)	30.00	SERVINGS PER CASE	156.00
			TOTAL CALORIES PER SERVING	190	SERVING SIZE (IN OUNCES - CASE WEIGHT / SERVINGS PER CASE)	3.05oz/156
			TOTAL % FAT PER SERVING	11.00	USDA DONATED CHICKEN VALUE NEEDED TO PRODUCE ONE CASE (IN POUNDS)	18.08
			TOTAL FAT PER SERVING (IN GRAMS)	9	GROSS CASE WEIGHT (IN POUNDS)	31.95
			SODIUM PER SERVING (IN MILIGRAMS)	380.00	GROSS CASE COST	\$ 67.22
			DIETARY FIBER PER SERVING (IN GRAMS)	2.00	COMMODITY PASS-THROUGH VALUE PER CASE	\$ 18.03
			SOY PROTEIN % PER SERVING	7		
			MEAL PATTERN CONTRIBUTION OF MEAT OR MEAT ALTERNATIVE	2	NET CASE COST	\$ 49.19
			MEAL PATTERN CONTRIBUTION OF BREAD PER SERVING	1	COST PER SERVING (NET CASE COST / SERVINGS PER CASE)	\$ 0.32
			665400		EXTENDED PRICING (COST PER SERVING X 120 SERVINGS X ESTIMATED USAGE)	\$ 18,919.23
		PROVIDE VENDOR CODE FOR THIS ITEM -->:				

SPOKANE PUBLIC SCHOOL DISTRICT 81 PROCESSING with USDA CHICKEN Section IV - FEE FOR SERVICE			VENDOR RESPONSE INFORMATION			
			VENDOR NAME:	Pilgrim's Pride Corporation		
			VENDOR REPRESENTATIVE:	Shellie Lilly - Contract Manager		
LINE ITEM	ESTIMATED NEED IN CASES	DESCRIPTION	PRODUCT INFO	VALUE	PRODUCT INFO	VALUE
3	150	CHICKEN TENDERS, WHOLE GRAIN BREADED ~3 CN WHOLE GRAIN BREADED COOKED CHICKEN STRIPS PER PORTION AT ~1.0 OUNCES PER STRIP, TO PROVIDE 2 OUNCES MEAT/MEAT ALTERNATE AND 1 GRAIN SERVING FOR CHILD NUTRITION MEAL PATTERN REQUIREMENTS, 2 GRAMS OF DIETARY FIBER, ZERO GRAMS TRANS FAT, USDA DRAWDOWN FOR THIS PRODUCT MUST BE NATURALLY PROPORTIONED WHITE AND DARK MEAT. PILGRIMS 625300 OR TYSON 10703340928 OR APPROVED	TOTAL CASE WEIGHT (IN POUNDS)	30.00	SERVINGS PER CASE	156.00
			TOTAL CALORIES PER SERVING	190	SERVING SIZE (IN OUNCES - CASE WEIGHT / SERVINGS PER CASE)	3.06oz/156
			TOTAL % FAT PER SERVING	11.00	USDA DONATED CHICKEN VALUE NEEDED TO PRODUCE ONE CASE (IN POUNDS)	18.08
			TOTAL FAT PER SERVING (IN GRAMS)	9	GROSS CASE WEIGHT (IN POUNDS)	31.95
			SODIUM PER SERVING (IN MILIGRAMS)	380.00	GROSS CASE COST	\$ 78.28
			DIETARY FIBER PER SERVING (IN GRAMS)	2.00	COMMODITY PASS-THROUGH VALUE PER CASE	\$ 18.03
			SOY PROTEIN % PER SERVING	7		
			MEAL PATTERN CONTRIBUTION OF MEAT OR MEAT ALTERNATIVE	2	NET CASE COST	\$ 60.25
			MEAL PATTERN CONTRIBUTION OF BREAD PER SERVING	1	COST PER SERVING (NET CASE COST / SERVINGS PER CASE)	\$ 0.39
		PROVIDE VENDOR CODE FOR THIS ITEM --->:	625300		EXTENDED PRICING (COST PER SERVING X 96 SERVINGS X ESTIMATED USAGE)	\$ 5,561.54
4	500	CHICKEN, POPCORN STYLE WHOLE GRAIN BREADED ~14 CN BREADED FULLY COOKED POPCORN STYLE CHICKEN PER PORTION AT ~0.25 OUNCES PER PIECE, TO PROVIDE 2 OUNCES MEAT/MEAT ALTERNATE AND 1 GRAIN SERVING FOR CHILD NUTRITION MEAL PATTERN REQUIREMENTS, ZERO GRAMS TRANS FAT, USDA DRAWDOWN FOR THIS PRODUCT MUST BE NATURALLY PROPORTIONED BETWEEN WHITE AND DARK MEAT. PILGRIMS 110452 OR TYSON 10703680928.	TOTAL CASE WEIGHT (IN POUNDS)	30.00	SERVINGS PER CASE	104.00
			TOTAL CALORIES PER SERVING	270	SERVING SIZE (IN OUNCES - CASE WEIGHT / SERVINGS PER CASE)	4.3oz/104
			TOTAL % FAT PER SERVING	17.00	USDA DONATED CHICKEN VALUE NEEDED TO PRODUCE ONE CASE (IN POUNDS)	25.70
			TOTAL FAT PER SERVING (IN GRAMS)	13	GROSS CASE WEIGHT (IN POUNDS)	31.95
			SODIUM PER SERVING (IN MILIGRAMS)	610.00	GROSS CASE COST	\$ 72.75
			DIETARY FIBER PER SERVING (IN GRAMS)	3.00	COMMODITY PASS-THROUGH VALUE PER CASE	\$ 25.62
			SOY PROTEIN % PER SERVING	0		
			MEAL PATTERN CONTRIBUTION OF MEAT OR MEAT ALTERNATIVE	2	NET CASE COST	\$ 47.13
			MEAL PATTERN CONTRIBUTION OF BREAD PER SERVING	1	COST PER SERVING (NET CASE COST / SERVINGS PER CASE)	\$ 0.45
		PROVIDE VENDOR CODE FOR THIS ITEM --->:	110452		EXTENDED PRICING (COST PER SERVING X 96 SERVINGS X ESTIMATED USAGE)	\$ 21,752.31

SPOKANE PUBLIC SCHOOL DISTRICT 81 PROCESSING with USDA CHICKEN Section IV - NET OFF INVOICE			VENDOR RESPONSE INFORMATION			
			VENDOR NAME:		Pilgrim's Pride Corporation	
			VENDOR REPRESENTATIVE:		Shellie Lilly / Contract Manager	
LINE ITEM	ESTIMATED NEED IN CASES	DESCRIPTION	PRODUCT INFO	VALUE	PRODUCT INFO	VALUE
SAMPLE	750	CHICKEN NUGGETS, TRADITIONAL WHOLE GRAIN BREADED AVERAGE ~5 CN FULLY COOKED WHOLE GRAIN BREADED NUGGET SHAPED CHICKEN PATTIES AT ~0.60 OUNCES EACH PROVIDES 2 OUNCES MEAT/MEAT ALTERNATE, 1 BREAD SERVING AND 2 GRAMS OF DIETARY FIBER FOR CHILD NUTRITION MEAL PATTERN REQUIREMENT. FULLY COOKED CN LABELED CHICKEN NUGGETS MUST CONTAIN ZERO GRAMS TRANS FAT. USDA DRAWDOWN FOR THIS PRODUCT MUST BE EVENLY DIVIDED BETWEEN WHITE AND DARK MEAT.	TOTAL CASE WEIGHT (IN POUNDS)	30.00	SERVINGS PER CASE	158.00
			TOTAL CALORIES PER SERVING	180	SERVING SIZE (IN OUNCES - SERVINGS PER CASE / CASE WEIGHT)	3.04
			TOTAL % FAT PER SERVING	50	USDA DONATED CHICKEN VALUE NEEDED TO PRODUCE ONE CASE (IN POUNDS)	26.25
			TOTAL FAT PER SERVING (IN GRAMS)	10	GROSS CASE WEIGHT (IN POUNDS)	29.50
			SODIUM PER SERVING (IN MILIGRAMS)	535	GROSS CASE COST	\$ 42.50
			DIETARY FIBER PER SERVING (IN GRAMS)	2	COMMODITY PASS-THROUGH VALUE PER CASE	\$ 31.05
			SOY PROTEIN % PER SERVING	1.50		
			MEAL PATTERN CONTRIBUTION OF MEAT OR MEAT ALTERNATIVE	2.00	NET CASE COST	\$ 11.45
			MEAL PATTERN CONTRIBUTION OF BREAD PER SERVING	1.00	COST PER SERVING (NET CASE COST / SERVINGS PER CASE)	\$ 0.07
			PROVIDE VENDOR CODE FOR THIS ITEM ---->		EXTENDED PRICING (COST PER SERVING X 150 SERVINGS X ESTIMATED USAGE)	\$ 8,152.69
1	375	CHICKEN NUGGETS, TRADITIONAL WHOLE GRAIN BREADED AVERAGE ~5 CN FULLY COOKED WHOLE GRAIN BREADED NUGGET SHAPED CHICKEN PATTIES AT ~0.60 OUNCES EACH PROVIDES 2 OUNCES MEAT/MEAT ALTERNATE, 1 GRAIN SERVING AND 2 GRAMS OF DIETARY FIBER FOR CHILD NUTRITION MEAL PATTERN REQUIREMENT. FULLY COOKED CN LABELED CHICKEN NUGGETS MUST CONTAIN ZERO GRAMS TRANS FAT. USDA DRAWDOWN FOR THIS PRODUCT MUST BE NATURALLY PROPORTIONED WHITE AND DARK MEAT. PILGRIMS 615300 OR TYSON 10703640928 OR APPROVED	TOTAL CASE WEIGHT (IN POUNDS)	30.00	SERVINGS PER CASE	156.00
			TOTAL CALORIES PER SERVING	190	SERVING SIZE (IN OUNCES - CASE WEIGHT / SERVINGS PER CASE)	3.04oz/156
			TOTAL % FAT PER SERVING	11.00	USDA DONATED CHICKEN VALUE NEEDED TO PRODUCE ONE CASE (IN POUNDS)	18.08
			TOTAL FAT PER SERVING (IN GRAMS)	9	GROSS CASE WEIGHT (IN POUNDS)	31.87
			SODIUM PER SERVING (IN MILIGRAMS)	380.00	GROSS CASE COST	\$ 67.22
			DIETARY FIBER PER SERVING (IN GRAMS)	2.00	COMMODITY PASS-THROUGH VALUE PER CASE	\$ 18.03
			SOY PROTEIN % PER SERVING	7		
			MEAL PATTERN CONTRIBUTION OF MEAT OR MEAT ALTERNATIVE	2	NET CASE COST	\$ 49.19
			MEAL PATTERN CONTRIBUTION OF BREAD PER SERVING	1	COST PER SERVING (NET CASE COST / SERVINGS PER CASE)	\$ 0.32
		PROVIDE VENDOR CODE FOR THIS ITEM ---->	615300		EXTENDED PRICING (COST PER SERVING X 150 SERVINGS X ESTIMATED USAGE)	\$ 17,736.78

SPOKANE PUBLIC SCHOOL DISTRICT 81 PROCESSING with USDA CHICKEN Section IV - NET OFF INVOICE			VENDOR RESPONSE INFORMATION			
			VENDOR NAME:	Pilgrim's Pride Corporation		
			VENDOR REPRESENTATIVE:	Shellie Lilly / Contract Manager		
LINE ITEM	ESTIMATED NEED IN CASES	DESCRIPTION	PRODUCT INFO	VALUE	PRODUCT INFO	VALUE
2	500	CHICKEN PATTY, WHOLE GRAIN BREADED, ROUND FULLY COOKED WHOLE GRAIN BREADED ROUND PATTY AT ~3.0 OUNCES TO PROVIDE 2 OUNCES MEAT/MEAT ALTERNATE AN 1 GRAIN SERVING, 2 GRAMS OF DIETARY FIBER FOR CHILD NUTRITION MEAL PATTERN REQUIREMENTS, ZERO GRAMS TRANS FAT, USDA DRAWDOWN FOR THIS PRODUCT MUST BE NATURALLY PROPORTIONED WHITE AND DARK MEAT. PILGRIMS 665400 (Homestyle) OR TYSON 10703040928 OR APPROVED.	TOTAL CASE WEIGHT (IN POUNDS)	30.00	SERVINGS PER CASE	156.00
			TOTAL CALORIES PER SERVING	190	SERVING SIZE (IN OUNCES - CASE WEIGHT / SERVINGS PER CASE)	3.05oz/156
			TOTAL % FAT PER SERVING	11.00	USDA DONATED CHICKEN VALUE NEEDED TO PRODUCE ONE CASE (IN POUNDS)	18.08
			TOTAL FAT PER SERVING (IN GRAMS)	9	GROSS CASE WEIGHT (IN POUNDS)	31.95
			SODIUM PER SERVING (IN MILIGRAMS)	380.00	GROSS CASE COST	\$ 67.22
			DIETARY FIBER PER SERVING (IN GRAMS)	2.00	COMMODITY PASS-THROUGH VALUE PER CASE	\$ 18.03
			SOY PROTEIN % PER SERVING	7		
			MEAL PATTERN CONTRIBUTION OF MEAT OR MEAT ALTERNATIVE	2	NET CASE COST	\$ 49.19
			MEAL PATTERN CONTRIBUTION OF BREAD PER SERVING	1	COST PER SERVING (NET CASE COST / SERVINGS PER CASE)	\$ 0.32
		PROVIDE VENDOR CODE FOR THIS ITEM ---->:	665400		EXTENDED PRICING (COST PER SERVING X 120 SERVINGS X ESTIMATED USAGE)	\$ 18,919.23

SPOKANE PUBLIC SCHOOL DISTRICT 81 PROCESSING with USDA CHICKEN Section IV - NET OFF INVOICE			VENDOR RESPONSE INFORMATION				
			VENDOR NAME:		Pilgrim's Pride Corporation		
			VENDOR REPRESENTATIVE:		Shellie Lilly / Contract Manager		
LINE ITEM	ESTIMATED NEED IN CASES	DESCRIPTION	PRODUCT INFO	VALUE	PRODUCT INFO	VALUE	
3	150	CHICKEN TENDERS, WHOLE GRAIN BREADED ~3 CN WHOLE GRAIN BREADED COOKED CHICKEN STRIPS PER PORTION AT ~1.0 OUNCES PER STRIP, TO PROVIDE 2 OUNCES MEAT/MEAT ALTERNATE AND 1 GRAIN SERVING FOR CHILD NUTRITION MEAL. PATTERN REQUIREMENTS, 2 GRAMS OF DIETARY FIBER, ZERO GRAMS TRANS FAT, USDA DRAWDOWN FOR THIS PRODUCT MUST BE NATURALLY PROPORTIONED WHITE AND DARK MEAT. PILGRIMS 625300 OR TYSON 10703340928 OR APPROVED	TOTAL CASE WEIGHT (IN POUNDS)	30.00	SERVINGS PER CASE	156.00	
			TOTAL CALORIES PER SERVING	190	SERVING SIZE (IN OUNCES - CASE WEIGHT / SERVINGS PER CASE)	3.06oz/156	
			TOTAL % FAT PER SERVING	11.00	USDA DONATED CHICKEN VALUE NEEDED TO PRODUCE ONE CASE (IN POUNDS)	18.08	
			TOTAL FAT PER SERVING (IN GRAMS)	9	GROSS CASE WEIGHT (IN POUNDS)	31.95	
			SODIUM PER SERVING (IN MILLIGRAMS)	380.00	GROSS CASE COST	\$ 78.28	
			DIETARY FIBER PER SERVING (IN GRAMS)	2.00	COMMODITY PASS-THROUGH VALUE PER CASE	\$ 18.03	
			SOY PROTEIN % PER SERVING	7			
			MEAL PATTERN CONTRIBUTION OF MEAT OR MEAT ALTERNATIVE	2	NET CASE COST	\$ 60.25	
			MEAL PATTERN CONTRIBUTION OF BREAD PER SERVING	1	COST PER SERVING (NET CASE COST / SERVINGS PER CASE)	\$ 0.39	
			PROVIDE VENDOR CODE FOR THIS ITEM ---->:			625300	EXTENDED PRICING (COST PER SERVING X 96 SERVINGS X ESTIMATED USAGE)
4	500	CHICKEN, POPCORN STYLE WHOLE GRAIN BREADED ~14 CN BREADED FULLY COOKED POPCORN STYLE CHICKEN PER PORTION AT ~0.25 OUNCES PER PIECE, TO PROVIDE 2 OUNCES MEAT/MEAT ALTERNATE AND 1 GRAIN SERVING FOR CHILD NUTRITION MEAL. PATTERN REQUIREMENTS, ZERO GRAMS TRANS FAT, USDA DRAWDOWN FOR THIS PRODUCT MUST BE NATURALLY PROPORTIONED BETWEEN WHITE AND DARK MEAT. PILGRIMS 110452 OR TYSON 10703680928.	TOTAL CASE WEIGHT (IN POUNDS)	30.00	SERVINGS PER CASE	104.00	
			TOTAL CALORIES PER SERVING	270	SERVING SIZE (IN OUNCES - CASE WEIGHT / SERVINGS PER CASE)	4.3oz/104	
			TOTAL % FAT PER SERVING	17.00	USDA DONATED CHICKEN VALUE NEEDED TO PRODUCE ONE CASE (IN POUNDS)	25.70	
			TOTAL FAT PER SERVING (IN GRAMS)	13	GROSS CASE WEIGHT (IN POUNDS)	31.95	
			SODIUM PER SERVING (IN MILLIGRAMS)	610.00	GROSS CASE COST	\$ 72.75	
			DIETARY FIBER PER SERVING (IN GRAMS)	3.00	COMMODITY PASS-THROUGH VALUE PER CASE	\$ 25.62	
			SOY PROTEIN % PER SERVING	0			
			MEAL PATTERN CONTRIBUTION OF MEAT OR MEAT ALTERNATIVE	2	NET CASE COST	\$ 47.13	
			MEAL PATTERN CONTRIBUTION OF BREAD PER SERVING	1	COST PER SERVING (NET CASE COST / SERVINGS PER CASE)	\$ 0.45	
			PROVIDE VENDOR CODE FOR THIS ITEM ---->:			110452	EXTENDED PRICING (COST PER SERVING X 96 SERVINGS X ESTIMATED USAGE)



Pilgrim's Pride Corporation (Pilgrim's)
1770 Promontory Circle
Greeley, CO 80634
ph: (678) 482-2231

Request #: WA-2022-03484

Operator:

Spokane
200 N Bernard St
Spokane, WA 99201
ph: (509) 354-7364

Requesting User:

Terry Green
Waypoint - Carmel, IN
1542 Greyhound Pass
Carmel, IN 46032
ph: (387) 587-1460
fax: (387) 587-1470

Award Status: Pending

Price Status: Provided

Shipment Type: Direct Shipment

Award Type: Prime Vendor

Request Date: 1/10/2022

Pricing Date: 1/13/2022

Issue Date: 1/7/2022

Opening Date: 1/27/2022

Start Date: 7/1/2022

End Date: 6/30/2023

Print Date: 1/13/2022

Distributor	City, State	Customer #
US Foods, Inc. - Spokane (formerly FSA)	Spokane, WA	201741
US Foods, Inc. - Woodburn (formerly FSA)	Woodburn, OR	218259

Item Code	Description	Pack	Item #	Qty	Commerical	PTV	Commodity
8 1250	CN Unbreaded Chicken Fajita Strips	194 / 2.47 Ounces	5	800 cs 155,200 sv	\$117.85/cs \$0.607/sv	\$31.99/cs	\$85.86/cs \$0.443/sv
8 1260	Gold Kist DARK MEAT Chicken Menu Strips	194 / 2.47 Ounces	5A	800 cs 155,200 sv	\$119.31/cs \$0.615/sv	\$40.79/cs	\$78.52/cs \$0.405/sv
8 1230	FC Diced Chicken Strips	194 / 2.72 Ounces	6	1,000 cs 194,000 sv	\$104.76/cs \$0.54/sv	\$31.99/cs	\$72.77/cs \$0.375/sv
8 110452	CN WG Breaded Chicken Large Popcorn Smackers	104 / 4.3 Ounces	4	500 cs 52,000 sv	\$72.75/cs \$0.70/sv	\$25.62/cs	\$47.13/cs \$0.453/sv
8 7516	Chris P WG Whole Muscle Breast Chicken Fillets	120 / 4.0 Ounces	7	100 cs 12,000 sv	\$116.70/cs \$0.972/sv	\$29.62/cs	\$87.08/cs \$0.726/sv
8 7517	Chris P WG Whole Muscle Breast Chk Spicy Fillets	120 / 4.0 Ounces	9	25 cs 3,000 sv	\$118.14/cs \$0.984/sv	\$29.62/cs	\$88.52/cs \$0.738/sv
8 7518	Chris P WG Whole Muscle Breast Chicken Bites	102 / 3.75 Ounces	8	100 cs 10,200 sv	\$104.47/cs \$1.024/sv	\$29.62/cs	\$74.85/cs \$0.734/sv
8 665400	CN WG Homestyle Brd Chicken Patty w/ISP	156 / 3.05 Ounces	2	500 cs 78,000 sv	\$67.22/cs \$0.431/sv	\$18.03/cs	\$49.19/cs \$0.315/sv
8 615300	CN WG Homestyle Brd Chicken Nuggets w/ISP	156 / 3.04 Ounces	1	375 cs 58,500 sv	\$67.22/cs \$0.431/sv	\$18.03/cs	\$49.19/cs \$0.315/sv
8 110458	CN WG Breaded DARK MEAT Chicken Smackers	104 / 4.3 Ounces	4A	500 cs 52,000 sv	\$77.11/cs \$0.741/sv	\$31.08/cs	\$46.03/cs \$0.443/sv
8 625300	CN WG Homestyle Brd Chicken Strips w/ISP	156 / 3.06 Ounces	3	150 cs 23,400 sv	\$78.28/cs \$0.502/sv	\$18.03/cs	\$60.25/cs \$0.386/sv

Notes & Comments:

RFP Initial Year with 4 renewal options.

Terms and Conditions:

These Terms and Conditions (Terms) govern Pilgrims Pride Corporation (Pilgrims) bid and supply offer materials attached hereto (the Proposal).

SUPPLY OF PRODUCTS: Pilgrims shall only be obligated to supply the customer(s) identified in this Proposal (collectively, the Customer) with those products identified in this Proposal (the Products). Submission of an order of Products by Customer does not create an obligation to supply until Pilgrims accepts such order in writing. In addition, Pilgrims obligation to supply Customer with the Products is contingent upon Customer purchasing a minimum quantity of Products per purchase order in the amount of 10,000 pounds (the Minimum Order Purchase Requirement). Pilgrims shall be relieved of any obligation to supply the Products to the Customer in the event Customer orders any amount less than the Minimum Order Purchase Requirement. In the event Customer places an order for less than the Minimum Order Purchase Requirement (a Deficient Order), Pilgrims shall have no obligation to fulfill such Deficient Order and shall be relieved of any and all liability for its failure to fulfill and/or supply the Products related to such Deficient Order or Pilgrims may elect to fulfill the Deficient Order from Customer at a price different than the price set forth in the Proposal, which alternate pricing shall be set forth on Pilgrims invoice for such Products. Additionally, Pilgrims reserves the right to reject an order, in its sole discretion.

ITEM ELIGIBILITY:

Pilgrims shall only be obligated to supply those Products ordered by Customer that meet the Minimum Order Purchase Requirement and the Lead Time, Payment Terms, Approved Customers and Order Changes set forth below (collectively, the Purchase Requirements).

1. **Lead Time:** Orders must be submitted 7 days prior to Ship Date or Pick-Up Date (not delivery date). Lead time is the same for delivered and customer pick-up orders. Late orders and changes may be pushed to the next available consolidation or following transportation schedule.

2. **Payment Terms:** Buyer shall pay for the Products 2% 10 days, NET 30 days. In the event Buyer fails to timely pay for any Products, such Products shall not be counted towards the Minimum Purchase Requirement(s) or be included in the calculation of any funds owed.

3. **Approved Customers:** Pilgrims is only obligated to ship and sell the Products to those Customers identified in this Proposal.

4. **Order Changes:** Changes will be accepted up to 3 business days prior to ship, however, Pilgrims is not obligated to make or liable for not making any changes to any orders if the change request is received after the 3 business-day cut-off.

TERM: Pilgrims shall only be obligated to supply the Products at the prices set forth herein from the Start Date until the End Date set forth in this Proposal (the Term) provided Customers Product orders meet the Purchase Requirements set forth above.

ACCEPTANCE AND PRIORITY OF TERMS: This Proposal, and all terms and conditions set forth herein, will be deemed accepted by the Customers, without limitation, upon Customers payment for or acceptance of the Products identified herein and these Term shall override any conflicting terms or conditions put forward or provided by Customer.

TERMINATION: Either party may terminate this Agreement by providing 90 days prior written notification to the other.

CONFIDENTIALITY: The terms of this Proposal are confidential. Customer shall ensure that all persons coming into possession of this Proposal (including these Terms) shall not at any time disclose such information to any third party or use such information except for the sole purposes of this Proposal, and upon the consent of Pilgrims. Customer shall ensure that all employees or agents of Customer are aware of this Proposal and are fully bound to comply with the obligations relating to confidentiality set out herein. Without prejudice to Pilgrims other remedies, Customer will indemnify Pilgrims against any breach by Customer or any agent or employee of Customer of the above obligations or any Customer obligations contained in the executed Proposal.

LIABILITY. Any claims arising from the Products shall be submitted to Pilgrims in a form and manner as directed by Pilgrims from time to time. Unless otherwise agreed to in writing by the Parties (i.e. separate guaranty) PILGRIMS MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY OR FITNESS OF THE PRODUCTS FOR ANY PARTICULAR PURPOSES, EVEN IF SUCH PURPOSES ARE KNOWN TO PILGRIMS. PILGRIMS SHALL NOT BE LIABLE TO CUSTOMER FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY OF THE PRODUCTS SOLD HEREUNDER. No director, officer, agent, or employee of Pilgrims or Customer shall be charged personally or held contractually liable by or to the other Party under any term or provision of this Agreement or because of the execution, approval, or attempted execution of this Agreement.

FORCE MAJEURE. Neither Party shall be deemed to have defaulted or failed to perform under this Agreement if that Partys ability to perform or default shall have been caused by an event or events beyond the control and without the fault of that Party, including fire, flood, explosion, act of God or a public enemy, strike, labor dispute, civil riot, the inability to deliver or procure necessary raw materials, supplies, labor, or equipment for the production, storage and/or delivery of the Products, or the ability of Pilgrims to produce the Products is impacted by any of the foregoing or a combination thereof (Force Majeure Event). Upon the occurrence of the Force Majeure Event, the Party claiming the Force Majeure Event will endeavor to notify the other Party in writing within ten (10) days of such event.

Notwithstanding this provision, nothing contained in this Agreement shall relieve Customer of the obligation to pay in full the purchase price or any amounts due for the Products delivered and received hereunder. Pilgrims shall not be obligated to make up delivery of the Products to Customer for deliveries that have been prevented by a Force Majeure Event.

ASSIGNMENT. The provisions of this Agreement will be binding on the parties' successors and assigns. Upon notice to the other party, either party may assign this agreement in whole or in part to any affiliate or subsidiary, or any party acquiring substantially all of the stock or assets of that party. Any other assignment shall require the prior written consent of the other party, such consent not to be unreasonably withheld.

NOTICES. Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified or registered mail, postage and fees prepaid, addressed to the party to whom such notice is intended to be given at the address set forth on the signature page below, or at such other address as has been previously furnished in writing to the other party or parties. Such notice shall be deemed to have been given when deposited in the U.S. Mail.

WAIVER OF BREACH. The waiver by any party to this agreement of a breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party.

PARAGRAPH CAPTIONS. The captions of the paragraphs are set forth only for convenience and reference, and are not intended in any way to define, limit, or describe the scope or intent of this Agreement.

SUPERCEDES PRIOR OR CONFLICTING AGREEMENT. This Agreement supersedes any other agreement, whether written or oral, or course of dealing between the parties, with respect to the subject matter herein. In the event that there is any conflict between this Agreement and any other agreement between the Company and the Customer with respect to the Products, then the terms of this Agreement shall control. Except as modified by this Agreement, any other agreement between the Company and the Customer with respect to the Products is ratified and remains in full force and effect.

BINDING EFFECT. This Agreement shall inure to the benefit of, and be binding upon, the parties, and their respective legal representatives, successors, and assigns; provided, however, that nothing contained in this paragraph shall be construed to permit the assignment of this Agreement without the prior written consent of the Company.

GOVERNING LAW. This agreement and the legal relations between the parties hereto shall be governed by and construed in accordance with the laws of the State of Colorado (without regard to Colorado's choice of law rules). Any and all actions arising between the parties in respect of this agreement shall be brought in a state or federal court in the State of Colorado. The parties submit to the jurisdiction of, and hereby agree to voluntarily appear in, such courts.

SEVERABILITY. This Agreement represents the entire agreement between the parties. If any provision of this Agreement is declared to be invalid, void or unenforceable by a court of competent jurisdiction, such provision shall be deemed to be severable, and all other provisions of this agreement shall remain fully enforceable, and this agreement shall be interpreted in all respects as if such provision were omitted.



Won



Lost



Pending



No Award



No Bids



Bids Received

PRICING AMENDMENT

School Year 2022-2023 / Commercial & Commodity Pricing Option via Market Escalation

Pricing amendment applies to Bid/Contract # RFP 16-2122 Commodity Processing for 22-23.

Customer acknowledges and agrees to the following:

- A. Pilgrim's, with the submission of the provided commercial & commodity pricing for Child Nutrition Products, has the option to execute price adjustments for any or all products during the 2022-2023 School Year, should core raw material markets escalate beyond the defined market ceiling in the provided chart below;
- B. If this option is executed, Pilgrim's will provide to Customer, in writing, the rationale for the adjustments, the from-to impact to either commercial or commodity pricing, and a minimum 30 days' notice prior to the effective date of the adjustment;
- C. Rejection of the provided proposal may impact forward supply of awarded items;
- D. By accepting the proposal, the amended pricing governs the forward agreement and supersedes any other bid document, contract, and pricing commitment on a commercial or commodity rate basis; and
- E. Pilgrim's would not have submitted its bid or entered into a supply contract with Customer absent these terms.

Concurrently, Pilgrim's acknowledges that, should this option be exercised during the defined term, the Customer has the option to review and accept the provided proposal OR reject the proposal and convert demand to any other competing manufacturer/bidder of their choosing along with conversion of defined commodity pounds or dollars supporting that volume.

Market Escalation Ceiling

Raw Material	UB Market	Adjustment Ceiling
BS Breast Meat	Chicken - East Jumbo Bnls/Sknls Breasts, Tender Out	\$1.414/Lbs
Whole Leg Meat	Chicken - East Whole Leg Meat, 4/10	\$1.428/Lbs
Breast Trim, 15dn	Chicken - East Boneless Breast Wht Trim, 15 DN	\$1.096/Lbs

By signing below, Customer acknowledges and agrees that the above terms govern the pricing arrangement between the parties, despite any and all language in a bid document or contract to the contrary (including language reflecting "fixed pricing").



Pilgrim's Representative Signature

Shellie Lilly - Contract Manager

Representative Name

01/19/2022

Date Signed

Customer Representative Signature

Customer Name

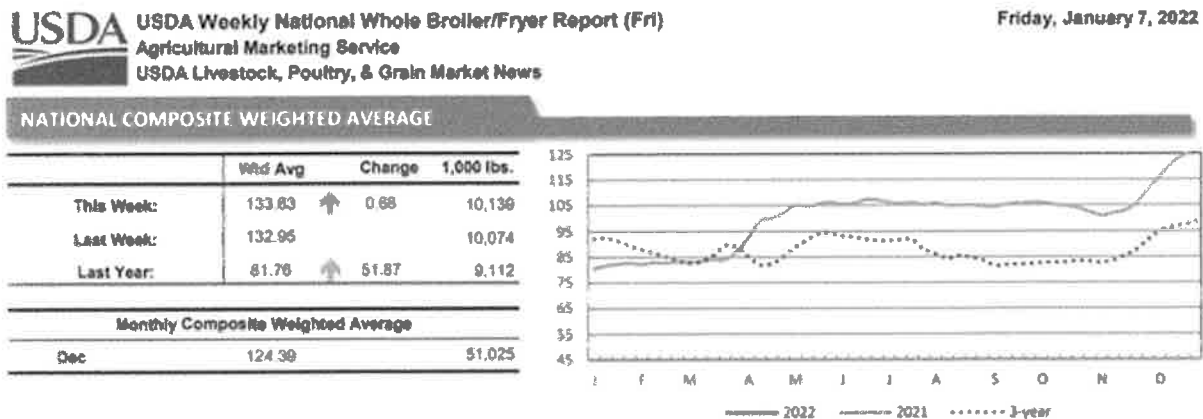
Date Signed

SUPPLEMENTARY EXHIBIT – USDA BROILER COMPOSITE; PPI INDEX; UNADJUSTED CPI

Summary Market Indicators (December 2021)

USDA Broiler Composite:	+51.87%
PPI Change in Demand:	+9.6%
CPI Unadjusted Change:	+7.0%

USDA Source: https://mymarketnews.ams.usda.gov/filerepo/sites/default/files/2750/2022-01-07/543899/ams_2750_00098.pdf



PPI (Left): <https://www.bls.gov/ppi/detailed-report/ppi-detailed-report-november-2021.pdf>

CPI (Right): <https://www.bls.gov/news.release/cpi.nr0.htm>

Table A. Monthly and 12-month percent changes in selected final demand price indexes, seasonally adjusted

Month	Total final demand	Final demand for goods, services, and trade	Final demand goods				Final demand services				Change in final demand from 12 months ago (unit)	Change in final demand from 12 months ago (unit)
			Total	Food	Energy	Less food and energy	Total	Trade	Less personal and services	Other		
2020												
Nov.	0.0	0.2	0.4	0.2	1.7	0.3	-0.2	-0.7	-0.5	0.2	0.8	1.0
Dec.	0.3	0.8	0.9	1.4	4.9	0.5	0.0	-0.7	-0.2	0.4	0.9	1.3
2021												
Jan.	1.4	1.0	1.8	1.6	3.1	0.6	1.0	0.8	0.7	1.2	1.0	1.9
Feb.	0.7	0.4	1.6	1.4	6.2	0.5	0.3	0.2	0.8	0.2	3.0	2.3
Mar.	5.8	0.6	1.5	0.6	0.8	0.8	0.3	0.7	1.4	0.4	4.1	3.1
Apr.	1.0	0.6	0.7	1.8	-1.2	1.0	1.2	2.3	3.6	0.4	6.6	6.8
May	0.9	0.5	1.5	0.7	7.4	1.1	0.8	3.7	0.2	0.2	7.0	7.3
June	0.8	0.6	1.2	0.8	2.8	1.0	0.6	0.9	1.8	0.3	7.6	7.8
July	0.9	0.6	0.7	1.3	2.4	0.9	1.0	1.7	2.5	0.5	8.0	8.0
Aug.	0.8	0.4	0.8	2.1	0.8	0.6	0.5	1.1	0.3	0.2	8.4	8.2
Sept.	0.6	0.2	1.1	2.2	2.1	0.5	0.4	1.1	-1.4	0.3	8.8	9.0
Oct.	0.6	0.4	1.3	0.3	3.3	0.8	0.2	0.5	1.1	-0.1	8.8	8.3
Nov.	0.8	0.7	1.2	1.2	2.8	0.8	0.7	0.6	1.9	0.5	9.6	6.9

* Some of the figures shown above and elsewhere in this release may differ from those previously reported because of data for July 2021 through October 2021 have been revised to reflect the availability of late reports and corrections by respondents.

Table A. Percent changes in CPI for All Urban Consumers (CPI-U): U.S. city average

	Seasonally adjusted changes from preceding month							Unadjusted 12-mos. ended Dec. 2021
	June 2021	July 2021	Aug. 2021	Sep. 2021	Oct. 2021	Nov. 2021	Dec. 2021	
All items.....	.9	.5	.3	.4	.9	.8	.5	7.0
Food.....	.8	.7	.4	.9	.9	.7	.5	6.3
Food at home.....	.8	.7	.4	1.2	1.0	.8	.4	6.5
Food away from home (1).....	.7	.8	.4	.5	.8	.6	.6	6.0
Energy.....	1.5	1.6	2.0	1.1	4.8	3.5	4.4	29.1
Energy commodities.....	2.6	2.3	2.7	1.3	4.2	5.9	6.6	48.9
Gasoline (all types).....	3.5	2.4	2.8	1.2	6.1	6.1	7.5	49.6
Fuel oil (1).....	2.9	.6	-2.1	3.9	12.3	3.5	-2.4	41.0
Energy services.....	.2	.8	2.1	1.7	3.0	.3	1.1	18.4
Electricity.....	-.3	-.4	1.0	.8	1.8	.3	.3	6.3
Utility (piped) gas service.....	1.7	2.2	1.6	2.7	6.0	.6	-1.2	24.1
All items less food and energy.....	.9	.3	.1	.2	.6	.5	.6	5.5

CN Diced 1/2" White and Dark Chicken Meat Strips

PROCESSOR NAME:

PILGRIM'S PRIDE CORP. – Gold Kist Brand

CODE NUMBER: 1230
 M/MA CONTRIBUTION: 2
 GRAIN CONTRIBUTION: 0
 GTIN: 10041723002305
 CASE DIMENSIONS: SHELF 17L x 13W x 11.4H
 LIFE: 365 days
 CASES/PALLET: 56

CASE WT: 30#
 SERVING SIZE: 2.47 oz.
 DONATED FOOD/CASE: 32.09#
 SERVINGS/CASE: 194
 GR. WT.: 31.73
 PALLET: 8T x 7H
 CASE CUBE: 1.46

BID DESCRIPTIONS



Oven roasted, fully-cooked 1/2" diced marinated whole muscle chicken produced from USDA 100103 natural proportion white and dark meat commodity chicken. Product cut into 1/2" cubes and IQF frozen. One serving to equal 2.47 ounces. Product to provide zero grams trans fat. Contains: N/A

Nutrition Facts

About 194 servings per container
 Serving size 2.47oz (70g)

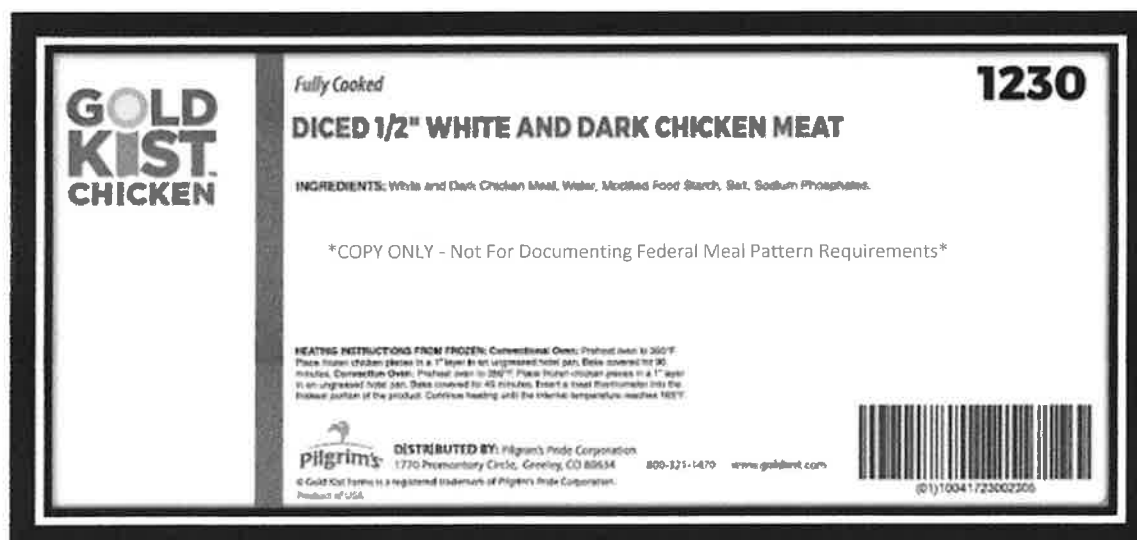
Amount per Serving

Calories 90

% Daily Value*

Total Fat 2.5g	3 %
Saturated Fat 0.5g	3 %
Trans Fat 0g	
Polyunsaturated Fat 0.5g	
Monounsaturated Fat 1g	
Cholesterol 65mg	22 %
Sodium 290mg	13 %
Total Carbohydrate 0g	0 %
Dietary Fiber 0g	0 %
Total Sugars 0g	
Includes 0g Added Sugars	0 %
Protein 17g	
Vitamin D 0mcg	0 %
Calcium 10mg	0 %
Iron 0.4mg	2 %
Potassium 240mg	5 %

* The % Daily Value (DV) tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.



Cheri Schneider

Cheri Schneider, K12 & USDA Category Director

SY 22/23

11/11/2021

**Above Nutrient information for product 1230 is based on the serving size stated on the attached Product Formulation Statement to provide stated equivalencies.*

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 Greeley, CO 80634-9039



Child Nutrition Program operators should include a copy of the label from the purchased product carton in addition to the following information on letterhead signed by an official company representative.

Product Name: Diced 1/2" White & Dark Chicken Meat Code No.: 1230
 Manufacturer: Pilgrim's Pride Case/Pack/Count/Portion/Size: 30 lb. case

I. Meat/Meat Alternate

Please fill out the chart below to determine the creditable amount of Meat/Meat Alternate

Description of Creditable Ingredients per Food Buying Guide (FBG)	Ounces per Raw Portion of Creditable Ingredient	Multiply	FBG Yield/ Servings Per Unit	Creditable Amount *
Boneless Chicken Meat	2.8757	X	70	2.013
		X		
		X		
		X		
A. Total Creditable M/MA Amount¹				2.013

*Creditable Amount - Multiply ounces per raw portion of creditable ingredient by the FBG Yield Information.

II. Alternate Protein Product (APP)

If the product contains APP, please fill out the chart below to determine the creditable amount of APP. If APP is used, you must provide documentation as described in Attachment A for each APP used.

Description of APP, manufacture's name, and code number	Ounces Dry APP Per Portion	Multiply	% of Protein As-Is*	Divide by 18**	Creditable Amount APP***
		X		÷ by 18	
		X		÷ by 18	
		X		÷ by 18	
		X		÷ by 18	
B. Total Creditable APP Amount¹					
C. TOTAL CREDITABLE AMOUNT (A + B rounded down to nearest 1/4 oz)					2.0

*Percent of Protein As-Is is provided on the attached APP documentation.

**18 is the percent of protein when fully hydrated.

***Creditable amount of APP equals ounces of Dry APP multiplied by the percent of protein as-is divided by 18.

¹Total Creditable Amount must be rounded down to the nearest 0.25oz (1.49 would round down to 1.25 oz meat equivalent). Do **not** round up. If you are crediting M/MA and APP, you do not need to round down in box A (Total Creditable M/MA Amount) until after you have added the Total Creditable APP Amount from box B to box C.


Total weight (per portion) of product as purchased 2.47 oz.

Total creditable amount of product (per portion) 2.0

(Reminder: Total creditable amount cannot count for more than the total weight of product.)

I certify that the above information is true and correct and that a 2.47 ounce serving of the above product (ready for serving) contains 2.0 ounces of equivalent meat/meat alternate when prepared according to directions.

I further certify that any APP used in the product conforms to the Food and Nutrition Service Regulations (7 CFR Parts 210, 220, 225, 226, Appendix A) as demonstrated by the attached supplier documentation.



 Signature
 Scott Sutton

 Printed Name

R&D Food Technologist

 Title
 11/11/2021

 Date
 970-304-7053

 Phone Number

CN Unbreaded Chicken Fajita Strips

PROCESSOR NAME:

PILGRIM'S PRIDE CORP. – Gold Kist Brand

CODE NUMBER: 1250
 M/MA CONTRIBUTION: 2
 GRAIN CONTRIBUTION: 0
 GTIN: 10075632012506
 CASE DIMENSIONS: 17L x 13W x 11.4H
 SHELF LIFE: 365 days
 CASES/PALLET: 56

CASE WT: 30#
 SERVING SIZE: 2.47 oz.
 DONATED FOOD/CASE: 32.09#
 SERVINGS/CASE: 194
 GR. WT.: 31.73
 PALLET: 8T x 7H
 CASE CUBE: 1.48

BID DESCRIPTIONS

Per CN Serving Size

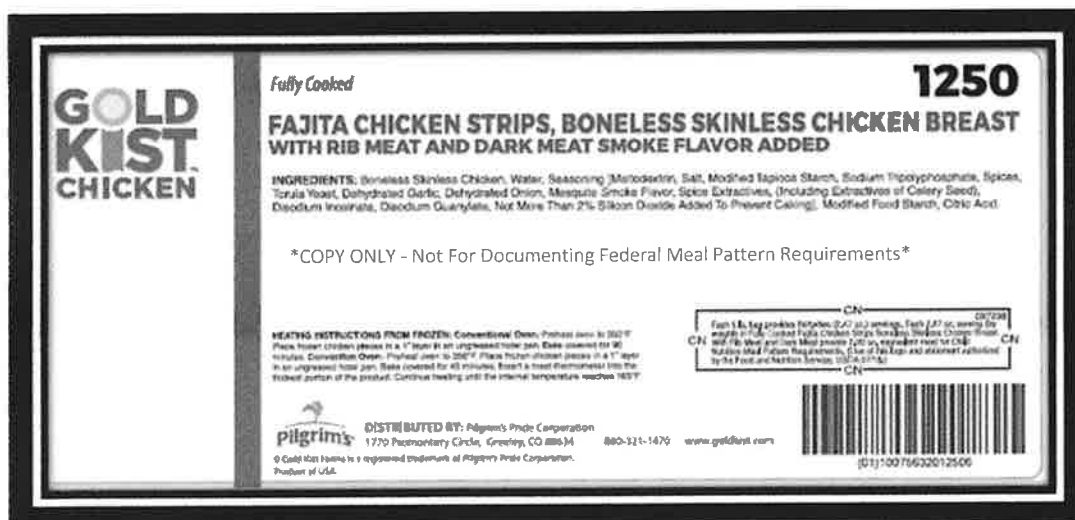


Oven roasted fully-cooked fajita flavor whole muscle chicken strips produced from USDA 100103 natural proportion white and dark meat commodity chicken. Heat applied grill marks for added flavor and appearance. Product is well seasoned with a southwest fajita-style seasoning. Product is cut into natural strips and IQF frozen. 2.47 ounces of fajita meat guaranteed by CN label to provide 2 ounces meat/meat alternative. Product to provide zero grams trans fat
 Contains: N/A

Nutrition Facts

About 194 servings per container	
Serving size	2.47oz (70g)
Amount per Serving	
Calories	110
% Daily Value*	
Total Fat 2.5g	4%
Saturated Fat 0.5g	3%
Trans Fat 0g	
Polyunsaturated Fat 0.5g	
Monounsaturated Fat 1g	
Cholesterol 65mg	22%
Sodium 670mg	29%
Total Carbohydrate 3g	1%
Dietary Fiber 0g	0%
Total Sugars 0g	
Includes 0g Added Sugars	0%
Protein 17g	
Vitamin D 0mcg	0%
Calcium 10mg	0%
Iron 0.5mg	4%
Potassium 240mg	5%

Nutrient information
 for our product is
 based on the certified
 portion size as stated
 on CN label.



Cheri Schneider

Cheri Schneider, K12 & USDA Category Director

SY 22/23

11/11/2021

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Child Nutrition Program operators should include a copy of the label from the purchased product carton in addition to the following information on letterhead signed by an official company representative.

Product Name: Fajita Boneless Skinless Chicken Strips Code No.: 1250
 Manufacturer: Pilgrim's Pride Case/Pack/Count/Portion/Size: 30 lb. case

I. Meat/Meat Alternate

Please fill out the chart below to determine the creditable amount of Meat/Meat Alternate

Description of Creditable Ingredients per Food Buying Guide (FBG)	Ounces per Raw Portion of Creditable Ingredient	Multiply	FBG Yield/ Servings Per Unit	Creditable Amount *
Boneless Chicken Meat	2.8799	X	70	2.0159
		X		
		X		
		X		
A. Total Creditable M/MA Amount¹				2.0159

*Creditable Amount - Multiply ounces per raw portion of creditable ingredient by the FBG Yield Information.

II. Alternate Protein Product (APP)

If the product contains APP, please fill out the chart below to determine the creditable amount of APP. If APP is used, you must provide documentation as described in Attachment A for each APP used.

Description of APP, manufacture's name, and code number	Ounces Dry APP Per Portion	Multiply	% of Protein As-Is*	Divide by 18**	Creditable Amount APP***
		X		÷ by 18	
		X		÷ by 18	
		X		÷ by 18	
		X		÷ by 18	
B. Total Creditable APP Amount¹					
C. TOTAL CREDITABLE AMOUNT (A + B rounded down to nearest ¼ oz)					2.0

*Percent of Protein As-Is is provided on the attached APP documentation.

**18 is the percent of protein when fully hydrated.

***Creditable amount of APP equals ounces of Dry APP multiplied by the percent of protein as-is divided by 18.

¹Total Creditable Amount must be rounded **down** to the nearest 0.25oz (1.49 would round down to 1.25 oz meat equivalent). Do **not** round up. If you are crediting M/MA and APP, you do not need to round down in box A (Total Creditable M/MA Amount) until after you have added the Total Creditable APP Amount from box B to box C.


Total weight (per portion) of product as purchased 2.47 oz.

Total creditable amount of product (per portion) 2.0

(Reminder: Total creditable amount cannot count for more than the total weight of product.)

I certify that the above information is true and correct and that a 2.47 ounce serving of the above product (ready for serving) contains 2.0 ounces of equivalent meat/meat alternate when prepared according to directions.

I further certify that any APP used in the product conforms to the Food and Nutrition Service Regulations (7 CFR Parts 210, 220, 225, 226, Appendix A) as demonstrated by the attached supplier documentation.


 Signature

Food Technologist
 Title

Scott Sutton
 Printed Name

11/11/2021
 Date

970-304-7053
 Phone Number

CN Dark Meat Chicken Menu Strips

PROCESSOR NAME:

PILGRIM'S PRIDE CORP. – Gold Kist Brand

CODE NUMBER: 1260
M/MA CONTRIBUTION: 2
GRAIN CONTRIBUTION: 0
GTIN: 90075632012601
CASE DIMENSIONS: 17L x 13W x 11.4H
SHELF LIFE: 365 days
CASES/PALLET: 56

CASE WT: 30#
SERVING SIZE: 2.47 oz.
DONATED FOOD/CASE: 40.91#
SERVINGS/CASE: 194
GR. WT.: 31.73
PALLET: 8T x 7H
CASE CUBE: 1.22

BID DESCRIPTIONS

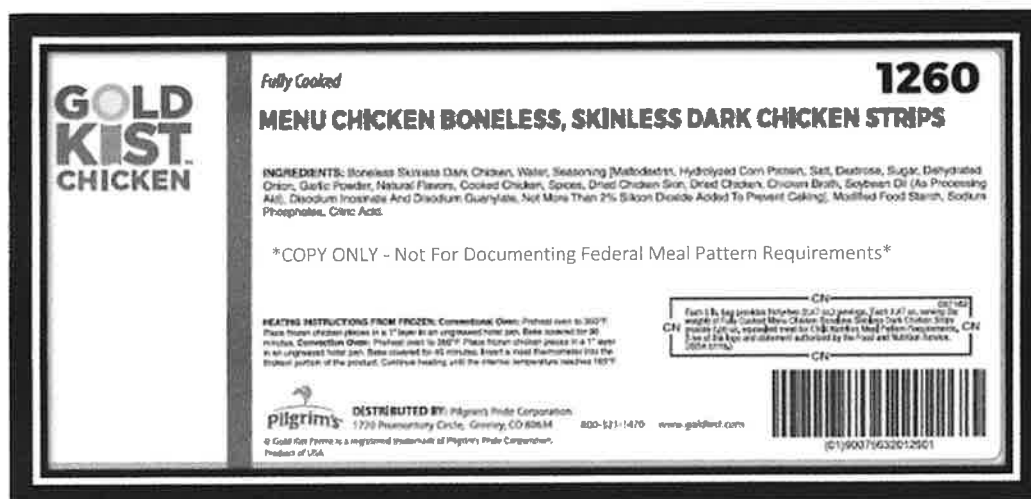


Oven-roasted, fully-cooked marinated dark meat whole muscle chicken strips produced from USDA 100103 dark meat commodity chicken. Heat applied grill marks for added flavor and appearance. Product is lightly seasoned for use in a variety of recipe profiles. Product is cut into natural strips and IQF frozen. 2.47 ounces of dark meat chicken guaranteed by CN label to provide 2 ounces meat/meat alternative. Product to provide zero grams trans fat.

Per CN Serving Size

Nutrition Facts	
About 194 servings per container	
Serving size	2.47oz (70g)
Amount per Serving	
Calories	100
	% Daily Value*
Total Fat 3.5g	4%
Saturated Fat 1g	4%
Trans Fat 0g	
Polyunsaturated Fat 1g	
Monounsaturated Fat 1g	
Cholesterol 75mg	24%
Sodium 490mg	21%
Total Carbohydrate 2g	1%
Dietary Fiber 0g	0%
Total Sugars less than 1g	
Includes 1g Added Sugars	1%
Protein 16g	
Vitamin D 0mcg	0%
Calcium 10mg	0%
Iron 0.7mg	4%
Potassium 190mg	4%

* The % Daily Value (DV) tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.



Nutrient information for our product is based on the certified portion size as stated on CN Label.

Cheri Schneider

Cheri Schneider, K12 & USDA Category Director

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Child Nutrition Program operators should include a copy of the label from the purchased product carton in addition to the following information on letterhead signed by an official company representative.

Product Name: Boneless Skinless Dark Chicken Strips Code No.: 1260
Manufacturer: Pilgrim's Pride Case/Pack/Count/Portion/Size: 30 lb. case

I. Meat/Meat Alternate

Please fill out the chart below to determine the creditable amount of Meat/Meat Alternate

Description of Creditable Ingredients per Food Buying Guide (FBG)	Ounces per Raw Portion of Creditable Ingredient	Multiply	FBG Yield/ Servings Per Unit	Creditable Amount *
B/S Chicken Thigh Meat	2.88	X	70	2.016
		X		
		X		
		X		
A. Total Creditable M/MA Amount¹				2.016

*Creditable Amount - Multiply ounces per raw portion of creditable ingredient by the FBG Yield Information.

II. Alternate Protein Product (APP)

If the product contains APP, please fill out the chart below to determine the creditable amount of APP. If APP is used, you must provide documentation as described in Attachment A for each APP used.

Description of APP, manufacture's name, and code number	Ounces Dry APP Per Portion	Multiply	% of Protein As-Is*	Divide by 18**	Creditable Amount APP***
		X		÷ by 18	
		X		÷ by 18	
		X		÷ by 18	
		X		÷ by 18	
B. Total Creditable APP Amount¹					
C. TOTAL CREDITABLE AMOUNT (A + B rounded down to nearest ¼ oz)					2.0

*Percent of Protein As-Is is provided on the attached APP documentation.

**18 is the percent of protein when fully hydrated.

***Creditable amount of APP equals ounces of Dry APP multiplied by the percent of protein as-is divided by 18.

¹Total Creditable Amount must be rounded down to the nearest 0.25oz (1.49 would round down to 1.25 oz meat equivalent). Do **not** round up. If you are crediting M/MA and APP, you do not need to round down in box A (Total Creditable M/MA Amount) until after you have added the Total Creditable APP Amount from box B to box C.

Total weight (per portion) of product as purchased 2.47 oz.

Total creditable amount of product (per portion) 2.0

(Reminder: Total creditable amount cannot count for more than the total weight of product.)

I certify that the above information is true and correct and that a 2.46 ounce serving of the above product (ready for serving) contains 2.0 ounces of equivalent meat/meat alternate when prepared according to directions.

I further certify that any APP used in the product conforms to the Food and Nutrition Service Regulations (7 CFR Parts 210, 220, 225, 226, Appendix A) as demonstrated by the attached supplier documentation.

Scott Sutton
Signature

Food Technologist
Title

Scott Sutton
Printed Name

11/11/2021 970-304-7053
Date Phone Number

Chris P. Whole Grain Breaded Chicken Breast Fillet

PROCESSOR NAME:

PILGRIM'S PRIDE CORP. – Gold Kist Brand

CODE NUMBER: 7516
 M/MA CONTRIBUTION: 2
 GRAIN CONTRIBUTION: 1
 GTIN: 10075632075167
 CASE DIMENSIONS: 17L x 13W x 11.4H
 SHELF LIFE: 365 days
 CASES/PALLET: 56

CASE WT: 30#
 SERVING SIZE: 4 oz. (1 patty)
 DONATED FOOD/CASE: 29.71#
 SERVINGS/CASE: 100-140
 GR. WT.: 32.02#
 PALLET: 8T x 7H
 CASE CUBE: 1.48

BID DESCRIPTIONS



Fully-cooked, Whole Grain Breaded, Skinless and Boneless Breast Meat Whole Muscle Chicken Fillet. The approximate meat and grain credits per serving is: 1 piece provides 2 oz. equivalent M/MA and 1 oz eq. grain. CONTAINS: MILK, WHEAT
 ***Please note, this is not a USDA -approved CN labeled product.
 The meat and grain credits per serving have been calculated using resource data derived from the USDA Food Buying Guide.

Nutrition Facts

About 122 servings per container	
Serving size	1 Piece (112g)
Amount per Serving	
Calories	220
% Daily Value*	
Total Fat 8g	11 %
Saturated Fat 1.5g	7 %
Trans Fat 0g	
Polyunsaturated Fat 4.5g	
Monounsaturated Fat 2g	
Cholesterol 50mg	17 %
Sodium 610mg	27 %
Total Carbohydrate 18g	6 %
Dietary Fiber 2g	8 %
Total Sugars less than 1g	
Includes 0g Added Sugars	1 %
Protein 18g	
Vitamin D 0mcg	0 %
Calcium 20mg	2 %
Iron 1mg	6 %
Potassium 410mg	9 %

*Above Nutrient information for product 7516 is based on the serving size stated on the attached Product Formulation Statement to provide stated equivalencies.



Cheri Schneider

Cheri Schneider, K12 & USDA Category Director

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**Formulation Statement for Documenting Grains in School Meals
Required Beginning SY 2013-2014**

(Crediting Standards Based on Grams of Creditable Grains)

School Food Authorities (SFAs) should include a copy of the label from the purchased product package in addition to the following information on letterhead signed by an official company representative. Grain products may be credited based on previous standards through SY 2012-2013. The new crediting standards for grains (as outlined in Policy Memorandum SP 30-2012) must be used beginning SY 2013-2014. SFAs have the option to choose the crediting method that best fits the specific needs of the menu planner.

Product Name: Whole Grain Breaded Chicken Breast Fillet Code No.: 7516

Manufacturer: Pilgrim's Pride Corporation Serving Size 4 oz
(Raw dough weight may be used to calculate creditable grain amount)

I. Does the product meet the Whole Grain-Rich Criteria: Yes ☒ No ☐
(Refer to SP 30-2012 Grain Requirements for the National School Lunch Program and School Breakfast Program.)

II. Does the product contain non- creditable grains: Yes ☒ No ☐ **How many grams:** 3
(Products with more than 0.24 oz equivalent or 3.99 grams for Groups A-G or 6.99 grams for Group H of non-creditable grains may not credit towards the grain requirements for school meals.)

III. Use Policy Memorandum SP 30-2012 Grain Requirements for the National School Lunch Program and School Breakfast Program: Exhibit A to determine if the product fits into Groups A-G (baked goods), Group H (cereal grains) or Group I (RTE breakfast cereals). (Different methodologies are applied to calculate servings of grain component based on creditable grains. Groups A-G use the standard of 16grams creditable grain per oz eq; Group H uses the standard of 28grams creditable grain per oz eq; and Group I is reported by volume or weight.)

Indicate to which Exhibit A Group (A-I) the Product Belongs: _____

Description of Creditable Grain Ingredient*	Grams of Creditable Grain Ingredient per Portion ¹ A	Gram Standard of Creditable Grain per oz equivalent (16g or 28g) ² B	Creditable Amount A ÷ B
Whole wheat flour	15.831594	16	0.98947
Enriched wheat flour	0.33788	16	0.0211
			1.010
Total Creditable Amount³			1.00

*Creditable grains are whole-grain meal/flour and enriched meal/flour.

¹ (Serving size) X (% of creditable grain in formula). Please be aware that serving sizes other than grams must be converted to grams.

² Standard grams of creditable grains from the corresponding Group in Exhibit A.

³Total Creditable Amount must be rounded **down** to the nearest quarter (0.25) oz eq. Do **not** round up.

Total weight (per portion) of product as purchased 4 oz.

Total contribution of product (per portion) 1.0 oz. equivalent

I certify that the above information is true and correct and that a 3.66 ounce portion of this product (ready for serving) provides 1.0 oz equivalent Grains. I further certify that non-creditable grains **are not** above 0.24 oz eq. per portion. Products with more than 0.24 oz equivalent or 3.99 grams for Groups A-G or 6.99 grams for Group H of non-creditable grains may not credit towards the grain requirements for school meals.

Signature

Food Technologist

Title

Scott Sutton

Printed Name

11/11/2021

Date

970.304.7053

Phone Number



Pilgrim's Pride Corp.
School Foodservice
 1770 Promontory Circle,
 Greeley, CO 80634-9039



Child Nutrition Program operators should include a copy of the label from the purchased product carton in addition to the following information on letterhead signed by an official company representative.

Product Name: Whole Grain Breaded Chicken Breast Fillet Code No.: 7516

Manufacturer: Pilgrim's Case/Pack/Count/Portion/Size: 30# case

I. Meat/Meat Alternate

Please fill out the chart below to determine the creditable amount of Meat/Meat Alternate

Description of Creditable Ingredients per Food Buying Guide (FBG)	Ounces per Raw Portion of Creditable Ingredient	Multiply	FBG Yield/ Servings Per Unit	Creditable Amount *
Chicken breast meat	2.86	X	70%	2.002
		X		
		X		
		X		
A. Total Creditable M/MA Amount¹				2.002

*Creditable Amount - Multiply ounces per raw portion of creditable ingredient by the FBG Yield Information.

II. Alternate Protein Product (APP)

If the product contains APP, please fill out the chart below to determine the creditable amount of APP. If APP is used, you must provide documentation as described in Attachment A for each APP used.

Description of APP, manufacture's name, and code number	Ounces Dry APP Per Portion	Multiply	% of Protein As-Is*	Divide by 18**	Creditable Amount APP***
		X		÷ by 18	
		X		÷ by 18	
		X		÷ by 18	
		X		÷ by 18	
B. Total Creditable APP Amount¹					0
C. TOTAL CREDITABLE AMOUNT (A + B rounded down to nearest ¼ oz)					2.0

*Percent of Protein As-Is is provided on the attached APP documentation.

**18 is the percent of protein when fully hydrated.

***Creditable amount of APP equals ounces of Dry APP multiplied by the percent of protein as-is divided by 18.

¹Total Creditable Amount must be rounded **down** to the nearest 0.25oz (1.49 would round down to 1.25 oz meat equivalent). Do **not** round up. If you are crediting M/MA and APP, you do not need to round down in box A (Total Creditable M/MA Amount) until after you have added the Total Creditable APP Amount from box B to box C.

Total weight (per portion) of product as purchased 4.0 oz.

Total creditable amount of product (per portion) 2.0

(Reminder: Total creditable amount cannot count for more than the total weight of product.)

I certify that the above information is true and correct and that a 4.0 ounce serving of the above product (ready for serving) contains 2.0 ounces of equivalent meat/meat alternate when prepared according to directions.

I further certify that any APP used in the product conforms to the Food and Nutrition Service Regulations (7 CFR Parts 210, 220, 225, 226, Appendix A) as demonstrated by the attached supplier documentation.

Scott Sutton
 Signature

Food Technologist
 Title

Scott Sutton
 Printed Name

11/11/2021
 Date

970-304-7053
 Phone Number

Chris P. Whole Grain SPICY Breaded Chicken Breast Fillet

PROCESSOR NAME:

PILGRIM'S PRIDE CORP. – Gold Kist BRAND

CODE NUMBER: 7517
 M/MA CONTRIBUTION: 2
 GRAIN: 1
 CONTRIBUTION: GTIN: 10075632075174
 CASE DIMENSIONS: 17L x 13W x 11.4H
 SHELF LIFE: 365 days
 CASES/PALLET: 56

CASE WT: 30#
 SERVING SIZE: 4 oz. (1 patty)
 DONATED FOOD/CASE: 29.71#
 SERVINGS/CASE: 100-140
 GR. WT.: 32.02#
 PALLET: 8T x 7H
 CASE CUBE: 1.48

BID DESCRIPTIONS



Fully-cooked, Whole Grain Breaded Hot & Spicy Skinless and Boneless Whole Muscle Breast Meat Chicken Fillet. The approximate meat and grain credits per serving is: 1 piece provides 2 oz. equivalent meat credit and 1 servings of grain alternate. CONTAINS: MILK, WHEAT

***Please note, this is not a USDA-approved CN labeled product. The meat and grain credits per serving have been calculated using resource data derived from the USDA Food Buying Guide.

Nutrition Facts

About 122 servings per container
 Serving size 1 Piece (112g)

Amount per Serving

Calories 220

% Daily Value*

Total Fat 8g	11%
Saturated Fat 1.5g	7%
Trans Fat 0g	
Polyunsaturated Fat 4.5g	
Monounsaturated Fat 2g	
Cholesterol 50mg	17%
Sodium 570mg	25%
Total Carbohydrate 18g	6%
Dietary Fiber 3g	9%
Total Sugars less than 1g	
Includes 0g Added Sugars	1%

Protein 18g

Vitamin D 0mcg	0%
Calcium 10mg	0%
Iron 1.1mg	6%
Potassium 410mg	9%

* The % Daily Value (DV) tells you how much a nutrient in a serving of food contributes to a daily diet 2,000 calories a day is used for general nutrition advice.



CHRIS P. CHICKEN

7517

Fully Cooked BONELESS, SKINLESS WHOLE GRAIN HOT AND SPICY BREADED CHICKEN BREAST FILLETS with Rib Meat

INGREDIENTS: Boneless Skinless Chicken Breast With Rib Meat, Water, Modified Food Starch, Reduced Sodium Salt, Salt, Dextrose, Potassium Chloride, Rice Flour, Sodium Phosphate, Sugar, Black Pepper, White Pepper, Garlic Powder, Yeast Extract, BREADED WITH: Whole Wheat Flour, Salt, Soybean Lecithin, Sodium Acid Pyrophosphate, Sodium Bicarbonate, Enriched Wheat Flour, Enriched with Niacin, Reduced Iron, Thiamine Mononitrate, Riboflavin, Folic Acid, Garlic Powder, Onion Powder, Yeast, Sugar, Dextrose, Spice Extracts, Extractives Of Paprika. **BATTERED WITH:** Water, Whole Wheat Flour, Modified Corn Starch, Yellow Corn Flour, Salt, Soybean Lecithin, Sodium Acid Pyrophosphate, Sodium Bicarbonate, Garlic Powder, Onion Powder, Gum Arabic, Enriched Wheat Flour (enriched with Niacin, Reduced Iron, Thiamine Mononitrate, Riboflavin, Folic Acid, Spice Extracts, Wheat Extracts Of Paprika. **PREPARED WITH:** whole wheat flour, Modified Corn Starch, Salt, Spice Extracts, Seasoning Salt & Vegetable Oil.

CONTAINS: MILK, WHEAT

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Distributed By: Pilgrim's Pride Corporation
 11761 Pennsylvania Drive, Greeley, CO 80634
 800-271-1471 www.pilgrims.com
 Product of USA

Chris P. Chicken is a registered trademark of Pilgrim's Pride Corporation





(01)10075632075174

HEATING INSTRUCTIONS FROM FROZEN: Conventional Oven. Preheat oven to 350°F. Place frozen chicken pieces in a single layer on a greased baking pan. Bake uncovered for 30 minutes. Convection oven. Preheat oven to 325°F. Place frozen chicken pieces in a single layer on a greased baking pan. Bake uncovered for 25 minutes. Insert a meat thermometer into the thickest portion of the piece(s). Continue heating until the internal temperature reaches 160°F.

*Above Nutrient information for product 7517 is based on the serving size stated on the attached Product Formulation Statement to provide stated equivalencies.

Cheri Schneider

Cheri Schneider, K12 & USDA Category Director

SY 22/23

11/11/2021

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**Formulation Statement for Documenting Grains in School Meals
Required Beginning SY 2013-2014**

(Crediting Standards Based on Grams of Creditable Grains)

School Food Authorities (SFAs) should include a copy of the label from the purchased product package in addition to the following information on letterhead signed by an official company representative. Grain products may be credited based on previous standards through SY 2012-2013. The new crediting standards for grains (as outlined in Policy Memorandum SP 30-2012) must be used beginning SY 2013-2014. SFAs have the option to choose the crediting method that best fits the specific needs of the menu planner.

Product Name: Whole Grain Breaded Hot & Spicy Chicken Breast Fillet Code No.: 7517

Manufacturer: Pilgrim's Pride Corporation Serving Size 4.0 oz.
(Raw dough weight may be used to calculate creditable grain amount)

I. Does the product meet the Whole Grain-Rich Criteria: Yes X No

(Refer to SP 30-2012 Grain Requirements for the National School Lunch Program and School Breakfast Program.)

II. Does the product contain non- creditable grains: Yes X No **How many grams:** 1.7

(Products with more than 0.24 oz equivalent or 3.99 grams for Groups A-G or 6.99 grams for Group H of non-creditable grains may not credit towards the grain requirements for school meals.)

III. Use Policy Memorandum SP 30-2012 Grain Requirements for the National School Lunch Program and School Breakfast Program: Exhibit A to determine if the product fits into Groups A-G (baked goods), Group H (cereal grains) or Group I (RTE breakfast cereals). (Different methodologies are applied to calculate servings of grain component based on creditable grains. Groups A-G use the standard of 16grams creditable grain per oz eq; Group H uses the standard of 28grams creditable grain per oz eq; and Group I is reported by volume or weight.)

Indicate to which Exhibit A Group (A-I) the Product Belongs:

Description of Creditable Grain Ingredient*	Grams of Creditable Grain Ingredient per Portion ¹	Gram Standard of Creditable Grain per oz equivalent (16g or 28g) ²	Creditable Amount
	A	B	A ÷ B
Whole wheat flour	17.4143	16	1.0883
Enriched wheat flour	0.1282	16	0.008
			1.096
Total Creditable Amount³			1.0

*Creditable grains are whole-grain meal/flour and enriched meal/flour.

¹ (Serving size) X (% of creditable grain in formula). Please be aware that serving sizes other than grams must be converted to grams.

² Standard grams of creditable grains from the corresponding Group in Exhibit A.

³Total Creditable Amount must be rounded **down** to the nearest quarter (0.25) oz eq. Do **not** round up.

Total weight (per portion) of product as purchased 4.0 oz.

Total contribution of product (per portion) 1.0 oz. equivalent

I certify that the above information is true and correct and that a 4.0 ounce portion of this product (ready for serving) provides 1.0 oz equivalent Grains. I further certify that non-creditable grains are not above 0.24 oz eq. per portion. Products with more than 0.24 oz equivalent or 3.99 grams for Groups A-G or 6.99 grams for Group H of non-creditable grains may not credit towards the grain requirements for school meals.



Signature

Scott Sutton
Printed Name

R&D Food Technologist
Title

11/11/2021

Date

970-304-7053

Phone Number



Pilgrim's Pride Corp.
School Foodservice
 1770 Promontory Circle,
 Greeley, CO 80634-9039



Child Nutrition Program operators should include a copy of the label from the purchased product carton in addition to the following information on letterhead signed by an official company representative.

Product Name: Whole Grain Hot & Spicy Breaded Fillet Code No.: 7517

Manufacturer: Pilgrim's Case/Pack/Count/Portion/Size: 30# case

I. Meat/Meat Alternate

Please fill out the chart below to determine the creditable amount of Meat/Meat Alternate

Description of Creditable Ingredients per Food Buying Guide (FBG)	Ounces per Raw Portion of Creditable Ingredient	Multiply	FBG Yield/ Servings Per Unit	Creditable Amount *
Chicken breast meat	2.86	X	70%	2.002
		X		
		X		
		X		
A. Total Creditable M/MA Amount¹				2.002

*Creditable Amount - Multiply ounces per raw portion of creditable ingredient by the FBG Yield Information.

II. Alternate Protein Product (APP)

If the product contains APP, please fill out the chart below to determine the creditable amount of APP. If APP is used, you must provide documentation as described in Attachment A for each APP used.

Description of APP, manufacture's name, and code number	Ounces Dry APP Per Portion	Multiply	% of Protein As-Is*	Divide by 18**	Creditable Amount APP***
		X		÷ by 18	
		X		÷ by 18	
		X		÷ by 18	
		X		÷ by 18	
B. Total Creditable APP Amount¹					0
C. TOTAL CREDITABLE AMOUNT (A + B rounded down to nearest ¼ oz)					2.0

*Percent of Protein As-Is is provided on the attached APP documentation.

**18 is the percent of protein when fully hydrated.

***Creditable amount of APP equals ounces of Dry APP multiplied by the percent of protein as-is divided by 18.

¹Total Creditable Amount must be rounded **down** to the nearest 0.25oz (1.49 would round down to 1.25 oz meat equivalent). Do **not** round up. If you are crediting M/MA and APP, you do not need to round down in box A (Total Creditable M/MA Amount) until after you have added the Total Creditable APP Amount from box B to box C.

Total weight (per portion) of product as purchased 4.0 oz.

Total creditable amount of product (per portion) 2.0

(Reminder: Total creditable amount cannot count for more than the total weight of product.)

I certify that the above information is true and correct and that a 4.0 ounce serving of the above product (ready for serving) contains 2.0 ounces of equivalent meat/meat alternate when prepared according to directions.

I further certify that any APP used in the product conforms to the Food and Nutrition Service Regulations (7 CFR Parts 210, 220, 225, 226, Appendix A) as demonstrated by the attached supplier documentation.



 Signature

Scott Sutton

Printed Name

R&D Food Technologist

 Title

11/11/2021

Date

970-304-7053

Phone Number

Chris P. Whole Grain Breaded Chicken Breast Bites

PROCESSOR NAME:

PILGRIM'S PRIDE CORP. – GOLD KIST BRAND

CODE NUMBER:	7518	CASE WT:	30# (6/5# bags)
M/MA CONTRIBUTION:	2.25	SERVING SIZE:	4.75 oz. (5 bites)
GRAIN CONTRIBUTION:	1	DONATED FOOD/CASE:	29.71#
GTIN:	10075632075181	SERVINGS/CASE:	91 - 113
CASE DIMENSIONS:	17L x 13W x 11.4H	GR. WT.:	32.02#
SHELF LIFE:	365 days	PALLET:	8T x 7H
CASES/PALLET:	56	CASE CUBE:	1.48

BID DESCRIPTIONS



Fully-Cooked, Whole Grain Breaded Skinless and Boneless Whole Muscle Breast Meat Chicken Bites. Five - 0.95 oz avg. bites equals 1 - 4.75 oz serving. The approximate meat and grain credits per serving of 7518 Fully Cooked Chris P. Whole Grain Breaded Breast Bites is 5 bites provides 2 oz. equivalent meat credit and 1 servings of grain alternate.

CONTAINS: MILK, WHEAT

•••Please note, this is not a USDA- approved CN labeled product.


The meat and grain credits per serving have been calculated using resource data derived from the USDA Food Buying Guide.

Nutrition Facts

About 101 servings per container	
Serving size	5 Pieces (4.75oz)
Amount per Serving	
Calories	270
	% Daily Value*
Total Fat 10g	13 %
Saturated Fat 2g	9 %
Trans Fat 0g	
Polyunsaturated Fat 5g	
Monounsaturated Fat 2.5g	
Cholesterol 65mg	21 %
Sodium 710mg	31 %
Total Carbohydrate 23g	8 %
Dietary Fiber 3g	11 %
Total Sugars less than 1g	
Includes less than 1g Added Sugars	1 %
Protein 22g	
Vitamin D 0mcg	0 %
Calcium 20mg	2 %
Iron 1.3mg	8 %
Potassium 430mg	10 %

* The % Daily Value (DV) tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.

*Above Nutrient information for product 7518 is based on the serving size stated on the attached Product Formulation Statement to provide stated equivalencies.



**Fully Cooked
BONELESS, SKINLESS
WHOLE GRAIN BREADED CHICKEN BREAST CHUNKS**

7518

with Rib Meat

INGREDIENTS: Boneless Skinless Chicken Breast With Rib Meat, Water, Modified Food Starch, Reduced Sodium Sea Salt (Iodine Salt), Potassium Chloride, Rice Flour, Sodium Phosphate, Sugar, Black Pepper, White Pepper, Garlic Powder, Yeast Extract, Spices, Yeast, Soybean Oil, Extractives Of Paprika, Annatto And Turmeric, Dextrose, Leavening (Sodium Bicarbonate, Sodium Acid Pyrophosphate, Monocalcium Phosphate). **BATTERED WITH:** Whole Wheat Flour, Modified Corn Starch, Salt, Enriched Wheat Flour (Enriched With Nickel, Reduced Iron, Thiamine Mononitrate, Riboflavin, Folic Acid), Sugar, Leavening (Calcium Acid Pyrophosphate, Monocalcium Phosphate, Sodium Bicarbonate), Spices, Malic Acid, Vegetable Oil (Vegetable Processing Aid), Extractives Of Paprika, Annatto And Turmeric, Natural Smoke Flavor. **PREPARED WITH:** Whole Wheat Flour, Modified Corn Starch, Salt, Spice Extractive, Breading Set in Vegetable Oil.


CONTAINS: MILK, WHEAT

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Distributed By: Pilgrim's Pride Corporation
1776 Pennsylvania Drive, Greeley, CO 80639
800.871.1476 www.ppcorp.com
Product of USA

Chris P. Chicken is a registered trademark of Pilgrim's Pride Corporation

HEATING INSTRUCTIONS FROM FROZEN: Conventional Oven: Preheat oven to 350°F. Place frozen chicken pieces in a single layer on ungreased baking pan. Bake uncovered for 30 minutes. Convection Oven: Preheat oven to 350°F. Place frozen chicken pieces in a single layer on ungreased baking pan. Bake uncovered for 12 minutes. Insert a meat thermometer into the thickest portion of the product. Continue heating until the internal temperature reaches 165°F.



(011)10075632075181

Cheri Schneider

Cheri Schneider, K12 & USDA Category Director

SY 22/23

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1770 Promontory Circle,
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Formulation Statement for Documenting Grains in School Meals
Required Beginning SY 2013-2014

(Crediting Standards Based on Grams of Creditable Grains)

School Food Authorities (SFAs) should include a copy of the label from the purchased product package in addition to the following information on letterhead signed by an official company representative. Grain products may be credited based on previous standards through SY 2012-2013. The new crediting standards for grains (as outlined in Policy Memorandum SP 30-2012) must be used beginning SY 2013-2014. SFAs have the option to choose the crediting method that best fits the specific needs of the menu planner.

Product Name: CHRIS P/ GK WHLGRN BREAST CHUNK Code No.: 7518

Manufacturer: Pilgrim's Pride Corporation Serving Size 4.75 oz.
(Raw dough weight may be used to calculate creditable grain amount)

I. Does the product meet the Whole Grain-Rich Criteria: Yes X No
(Refer to SP 30-2012 Grain Requirements for the National School Lunch Program and School Breakfast Program.)

II. Does the product contain non- creditable grains: Yes X No **How many grams:** 3.4
(Products with more than 0.24 oz equivalent or 3.99 grams for Groups A-G or 6.99 grams for Group H of non-creditable grains may not credit towards the grain requirements for school meals.)

III. Use Policy Memorandum SP 30-2012 Grain Requirements for the National School Lunch Program and School Breakfast Program: Exhibit A to determine if the product fits into Groups A-G (baked goods), Group H (cereal grains) or Group I (RTE breakfast cereals). (Different methodologies are applied to calculate servings of grain component based on creditable grains. Groups A-G use the standard of 16grams creditable grain per oz eq; Group H uses the standard of 28grams creditable grain per oz eq; and Group I is reported by volume or weight.)

Indicate to which Exhibit A Group (A-I) the Product Belongs:

Description of Creditable Grain Ingredient*	Grams of Creditable Grain Ingredient per Portion ¹	Gram Standard of Creditable Grain per oz equivalent (16g or 28g) ²	Creditable Amount
	A	B	A ÷ B
Whole wheat flour	15.8969	16	0.9935
Enriched wheat flour	2.027	16	0.1267
			1.12
Total Creditable Amount³			1.00

* Creditable grains are whole-grain meal/flour and enriched meal/flour.

¹ (Serving size) X (% of creditable grain in formula). Please be aware that serving sizes other than grams must be converted to grams.

² Standard grams of creditable grains from the corresponding Group in Exhibit A.

³ Total Creditable Amount must be rounded **down** to the nearest quarter (0.25) oz eq. Do **not** round up.

Total weight (per portion) of product as purchased 4.75 oz.

Total contribution of product (per portion) 1.0 oz. equivalent

I certify that the above information is true and correct and that a 3.75 ounce portion of this product (ready for serving) provides 1.0 oz equivalent Grains. I further certify that non-creditable grains **are not** above 0.24 oz eq. per portion. Products with more than 0.24 oz equivalent or 3.99 grams for Groups A-G or 6.99 grams for Group H of non-creditable grains may not credit towards the grain requirements for school meals.


Signature

Scott Sutton
Printed Name

Food Technologist

Title

11.11.21
Date

970-304-7053
Phone Number



Pilgrim's Pride Corp.
School Foodservice
 1770 Promontory Circle,
 Greeley, CO 80634-9039



Child Nutrition Program operators should include a copy of the label from the purchased product carton in addition to the following information on letterhead signed by an official company representative.

Product Name: Chris P/ GK WHLGRN BREAST CHUNK Code No.: 7518

Manufacturer: Pilgrim's Case/Pack/Count/Portion/Size: 30# case

I. Meat/Meat Alternate

Please fill out the chart below to determine the creditable amount of Meat/Meat Alternate

Description of Creditable Ingredients per Food Buying Guide (FBG)	Ounces per Raw Portion of Creditable Ingredient	Multiply	FBG Yield/ Servings Per Unit	Creditable Amount *
Formed Nugget/ Ground Chicken	3.244 (5pc.)	X	70%	2.271
		X		
		X		
		X		
A. Total Creditable M/MA Amount¹				2.271

*Creditable Amount - Multiply ounces per raw portion of creditable ingredient by the FBG Yield Information.

II. Alternate Protein Product (APP)

If the product contains APP, please fill out the chart below to determine the creditable amount of APP. If APP is used, you must provide documentation as described in Attachment A for each APP used.

Description of APP, manufacture's name, and code number	Ounces Dry APP Per Portion	Multiply	% of Protein As-Is*	Divide by 18**	Creditable Amount APP***
		X		÷ by 18	
		X		÷ by 18	
		X		÷ by 18	
		X		÷ by 18	
B. Total Creditable APP Amount¹					
C. TOTAL CREDITABLE AMOUNT (A + B rounded down to nearest ¼ oz)					2.25

*Percent of Protein As-Is is provided on the attached APP documentation.

**18 is the percent of protein when fully hydrated.

***Creditable amount of APP equals ounces of Dry APP multiplied by the percent of protein as-is divided by 18.

¹Total Creditable Amount must be rounded **down** to the nearest 0.25oz (1.49 would round down to 1.25 oz meat equivalent). Do **not** round up. If you are crediting M/MA and APP, you do not need to round down in box A (Total Creditable M/MA Amount) until after you have added the Total Creditable APP Amount from box B to box C.


Total weight (per portion) of product as purchased 4.75 oz.

Total creditable amount of product (per portion) 2.25

(Reminder: Total creditable amount cannot count for more than the total weight of product.)

I certify that the above information is true and correct and that a 4.75 ounce serving of the above product (ready for serving) contains 2.25 ounces of equivalent meat/meat alternate when prepared according to directions.

I further certify that any APP used in the product conforms to the Food and Nutrition Service Regulations (7 CFR Parts 210, 220, 225, 226, Appendix A) as demonstrated by the attached supplier documentation.


 Signature

Food Technologist

Title

Scott Sutton
 Printed Name

11.11.2021
 Date

970-304-7053
 Phone Number

CN Whole Grain Breaded Chicken Smackers

PROCESSOR NAME:

PILGRIM'S PRIDE CORP. – GOLD KIST CHICKEN BRAND

CODE NUMBER: 110452
 M/MA CONTRIBUTION: 2
 GRAIN CONTRIBUTION: 1
 GTIN: 10075632104522
 CASE DIMENSIONS: 17.1L x 13.1W x 12.6H
 SHELF LIFE: 365 days
 CASES/PALLET: 48

CASE WT: 30#
 SERVING SIZE: 4.3oz (10 pieces)
 DONATED FOOD/CASE: 25.70#
 SERVINGS/CASE: 104
 GR. WT.: 31.95#
 PALLET: 8T x 6H
 CASE CUBE: 1.63

BID DESCRIPTIONS



Whole Grain breaded, fully cooked CN labeled popcorn chicken produced from USDA 100103 natural proportion white and dark meat commodity chicken. No added soy protein. Batter breaded with Whole Grain and enriched wheat flour. Ten popcorn pieces @ 0.43 oz each guaranteed by CN label to provide 2 ounces meat/meat alternative and 1 grain servings. Product to provide zero grams trans fats.
 CONTAINS: MILK, SOY, WHEAT

Per CN Serving Size

Nutrition Facts

About 112 servings per container	
Serving size	10 Pieces (122g)
Amount per Serving	
Calories	270
	% Daily Value*
Total Fat 13g	17%
Saturated Fat 3g	14%
Trans Fat 0g	
Polyunsaturated Fat 5g	
Monounsaturated Fat 4g	
Cholesterol 70mg	24%
Sodium 610mg	27%
Total Carbohydrate 17g	6%
Dietary Fiber 3g	9%
Total Sugars 0g	
Includes 0g Added Sugars	0%
Protein 19g	
Vitamin D 0.1mcg	0%
Calcium 10mg	2%
Iron 1.3mg	8%
Potassium 430mg	9%

* The % Daily Value (DV) tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.



Nutrient information for our product is based on the certified portion size as stated on CN label.

Cheri Schneider

Cheri Schneider, K12 & USDA Category Director

SY 22/23

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**Formulation Statement for Documenting Grains in School Meals
Required Beginning SY 2013-2014**

(Crediting Standards Based on Grams of Creditable Grains)

School Food Authorities (SFAs) should include a copy of the label from the purchased product package in addition to the following information on letterhead signed by an official company representative. Grain products may be credited based on previous standards through SY 2012-2013. The new crediting standards for grains (as outlined in Policy Memorandum SP 30-2012) must be used beginning SY 2013-2014. SFAs have the option to choose the crediting method that best fits the specific needs of the menu planner.

Product Name: WG LARGE POPCORN STYLE CHICKEN Code No.: 110452

Manufacturer: Pilgrim's Pride Corporation Serving Size: 4.3 oz.
(Raw dough weight may be used to calculate creditable grain amount)

I. Does the product meet the Whole Grain-Rich Criteria: Yes X No
(Refer to SP 30-2012 Grain Requirements for the National School Lunch Program and School Breakfast Program.)

II. Does the product contain non- creditable grains: Yes X No **How many grams:** 0.05
(Products with more than 0.24 oz equivalent or 3.99 grams for Groups A-G or 6.99 grams for Group H of non-creditable grains may not credit towards the grain requirements for school meals.)

III. Use Policy Memorandum SP 30-2012 Grain Requirements for the National School Lunch Program and School Breakfast Program: Exhibit A to determine if the product fits into Groups A-G (baked goods), Group H (cereal grains) or Group I (RTE breakfast cereals). (Different methodologies are applied to calculate servings of grain component based on creditable grains. Groups A-G use the standard of 16grams creditable grain per oz eq; Group H uses the standard of 28grams creditable grain per oz eq; and Group I is reported by volume or weight.)

Indicate to which Exhibit A Group (A-I) the Product Belongs:

Description of Creditable Grain Ingredient*	Grams of Creditable Grain Ingredient per Portion ¹	Gram Standard of Creditable Grain per oz equivalent (16g or 28g) ²	Creditable Amount
	A	B	A ÷ B
Whole wheat flour	19.77	16	1.235
Enriched wheat flour	0.208	16	0.013
			1.248
Total Creditable Amount³			1.00

* Creditable grains are whole-grain meal/flour and enriched meal/flour.

¹ (Serving size) X (% of creditable grain in formula). Please be aware that serving sizes other than grams must be converted to grams.

² Standard grams of creditable grains from the corresponding Group in Exhibit A.

³ Total Creditable Amount must be rounded **down** to the nearest quarter (0.25) oz eq. Do **not** round up.

Total weight (per portion) of product as purchased 4.3 oz.

Total contribution of product (per portion) 1.00 oz. equivalent

I certify that the above information is true and correct and that a 4.3 ounce portion of this product (ready for serving) provides 1.00 oz. equivalent Grains. I further certify that non-creditable grains **are not** above 0.24 oz eq. per portion. Products with more than 0.24 oz equivalent or 3.99 grams for Groups A-G or 6.99 grams for Group H of non-creditable grains may not credit towards the grain requirements for school meals.

Scott Sutton
Signature

Scott Sutton
Printed Name

Food Technologist
Title

11/11/2021 970.304.7053
Date Phone Number



Pilgrim's Pride Corp.
School Foodservice
 1770 Promontory Circle,
 Greeley, CO 80634-9039



Child Nutrition Program operators should include a copy of the label from the purchased product carton in addition to the following information on letterhead signed by an official company representative.

Product Name: WG LARGE POPCORN STYLE CHICKEN Code No.: 110452

Manufacturer: Pilgrim's Pride Case/Pack/Count/Portion/Size: 30 lb. case

I. Meat/Meat Alternate

Please fill out the chart below to determine the creditable amount of Meat/Meat Alternate

Description of Creditable Ingredients per Food Buying Guide (FBG)	Ounces per Raw Portion of Creditable Ingredient	Multiply	FBG Yield/ Servings Per Unit	Creditable Amount *
Boneless Chicken Meat	2.9 oz. (10pc)	X	70	2.03
		X		
		X		
		X		
A. Total Creditable M/MA Amount¹				2.03

*Creditable Amount - Multiply ounces per raw portion of creditable ingredient by the FBG Yield Information.

II. Alternate Protein Product (APP)

If the product contains APP, please fill out the chart below to determine the creditable amount of APP. If APP is used, you must provide documentation as described in Attachment A for each APP used.

Description of APP, manufacture's name, and code number	Ounces Dry APP Per Portion	Multiply	% of Protein As-Is*	Divide by 18**	Creditable Amount APP***
		X		÷ by 18	
		X		÷ by 18	
		X		÷ by 18	
		X		÷ by 18	
B. Total Creditable APP Amount¹					
C. TOTAL CREDITABLE AMOUNT (A + B rounded down to nearest ¼ oz)					2.0

*Percent of Protein As-Is is provided on the attached APP documentation.

**18 is the percent of protein when fully hydrated.

***Creditable amount of APP equals ounces of Dry APP multiplied by the percent of protein as-is divided by 18.

¹Total Creditable Amount must be rounded **down** to the nearest 0.25oz (1.49 would round down to 1.25 oz meat equivalent). Do **not** round up. If you are crediting M/MA and APP, you do not need to round down in box A (Total Creditable M/MA Amount) until after you have added the Total Creditable APP Amount from box B to box C.

Total weight (per portion) of product as purchased 4.3 oz.

Total creditable amount of product (per portion) 2.0

(Reminder: Total creditable amount cannot count for more than the total weight of product.)

I certify that the above information is true and correct and that a 4.3 ounce serving of the above product (ready for serving) contains 2.0 ounces of equivalent meat/meat alternate when prepared according to directions.

I further certify that any APP used in the product conforms to the Food and Nutrition Service Regulations (7 CFR Parts 210, 220, 225, 226, Appendix A) as demonstrated by the attached supplier documentation.

Signature

Food Technologist

Title

Scott Sutton

Printed Name

11/11/2021

Date

970-304-7053

Phone Number

CN Whole Grain Breaded Dark Meat Chicken Smackers

PROCESSOR NAME:

PILGRIM'S PRIDE CORP. – GOLD KIST BRAND

CODE NUMBER: 110458
 M/MA CONTRIBUTION: 2
 GRAIN: 1
 CONTRIBUTION: GTIN: 10075632104584
 CASE DIMENSIONS: 17.1L x 13.1W x 12.6H
 SHELF LIFE: 365 days
 CASES/PALLET: 48

CASE WT: 30#
 SERVING SIZE: 4.3oz (10 pieces)
 DONATED FOOD/CASE: 31.17#
 SERVINGS/CASE: 104
 GR. WT.: 31.95#
 PALLET: 8T x 6H
 CASE CUBE: 1.63

BID DESCRIPTIONS



Whole Grain breaded, fully cooked CN labeled popcorn chicken produced from USDA 100103 dark meat commodity chicken. No added soy protein. Batter breaded with Whole Grain and enriched wheat flour. Ten popcorn pieces @ 0.43 oz each guaranteed by CN label to provide 2 ounces meat/meat alternative and 1 grain servings. Product to provide zero grams trans fats.

CONTAINS: MILK, SOY, WHEAT

Per CN Serving Size

Nutrition Facts	
About 112 servings per container	
Serving size	10 Pieces (122g)
Amount per Serving	
Calories	240
	% Daily Value*
Total Fat 11g	14 %
Saturated Fat 2g	11 %
Trans Fat 0g	
Polyunsaturated Fat 5g	
Monounsaturated Fat 3g	
Cholesterol 60mg	26 %
Sodium 570mg	25 %
Total Carbohydrate 15g	6 %
Dietary Fiber 3g	9 %
Total Sugars 0g	
Includes 0g Added Sugars	0 %
Protein 18g	
Vitamin D 0mcg	0 %
Calcium 20mg	2 %
Iron 1.4mg	8 %
Potassium 400mg	8 %
* The % Daily Value (DV) tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.	

**GOLD
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CHICKEN**

Fully Cooked

110458 WHOLE GRAIN LARGE POPCORN STYLE DARK CHICKEN BREADED POPCORN SHAPED DARK CHICKEN PATTY

INGREDIENTS: Dark Chicken, Water, Modified Food Starch, Reduced Sodium Sea Salt (Sea Salt, Potassium Chloride, Rice Flour), Sodium Phosphates, Breaded With: Whole Wheat Flour, Salt, Enriched Wheat Flour (Enriched With Niacin, Reduced Iron, Thiamine Mononitrate, Riboflavin, Folic Acid), Disodium Inosinate And Disodium Guanylate, Onion Powder, Spice, Yeast, Garlic Powder, Maltodextrin, Sugar, Soy Sauce (Fermented Soybeans, Wheat, Salt), Extractives Of Paprika, Yeast Extract, Battered With: Water, Whole Wheat Flour, Modified Corn Starch, Salt, Onion Powder, Garlic Powder, Nonfat Milk, Whey, Disodium Inosinate And Disodium Guanylate, Pre dusted With: Whole Wheat Flour, Modified Corn Starch, Salt, Spice Extractive, Breading Set In Vegetable Oil.

CONTAINS: MILK, SOY, WHEAT

Copy Not For Documenting Federal Meal Pattern Requirements

HEATING INSTRUCTIONS FROM FROZEN: Conventional Oven: Preheat oven to 350°F. Place frozen chicken pieces in a single layer on an ungreased baking pan. Bake uncovered for 30 minutes. Convection Oven: Preheat oven to 350°F. Place frozen chicken pieces in a single layer on an ungreased baking pan. Bake uncovered for 14 minutes. Insert a meat thermometer into the thickest portion of the product. Continue heating until the internal temperature reaches 165°F. Appliances vary, adjust heat times accordingly.



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800-321-1470

www.goldkist.com

Ten 0.43 oz Fully Cooked Whole Grain Large Popcorn Style Dark Chicken Breaded Popcorn Shaped Dark Chicken Patties (4.30 oz total) provide 3.00 oz. equivalent meat and 1.00 oz. equivalent grains for Child Nutrition Meal Pattern Requirements. (Use of this logo and statement authorized by the Food and Nutrition Service, USDA CS14.)



(01)1 00 75632 10458 4

Nutrient information for our product is based on the certified portion size as stated on CN label.

Cheri Schneider

Cheri Schneider, K12 & USDA Category Director

SY 22/23

11/11/2021

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 Greeley, CO 80634-9039



Child Nutrition Program operators should include a copy of the label from the purchased product carton in addition to the following information on letterhead signed by an official company representative.

Product Name: WG LARGE POPCORN STYLE CHICKEN Code No.: 110458

Manufacturer: Pilgrim's Pride Case/Pack/Count/Portion/Size: 30 lb. case

I. Meat/Meat Alternate

Please fill out the chart below to determine the creditable amount of Meat/Meat Alternate

Description of Creditable Ingredients per Food Buying Guide (FBG)	Ounces per Raw Portion of Creditable Ingredient	Multiply	FBG Yield/ Servings Per Unit	Creditable Amount *
Boneless Chicken Meat	2.9 oz. (10pc)	X	70	2.03
		X		
		X		
		X		
A. Total Creditable M/MA Amount¹				2.03

*Creditable Amount - Multiply ounces per raw portion of creditable ingredient by the FBG Yield Information.

II. Alternate Protein Product (APP)

If the product contains APP, please fill out the chart below to determine the creditable amount of APP. If APP is used, you must provide documentation as described in Attachment A for each APP used.

Description of APP, manufacture's name, and code number	Ounces Dry APP Per Portion	Multiply	% of Protein As-Is*	Divide by 18**	Creditable Amount APP***
		X		÷ by 18	
		X		÷ by 18	
		X		÷ by 18	
		X		÷ by 18	
B. Total Creditable APP Amount¹					
C. TOTAL CREDITABLE AMOUNT (A + B rounded down to nearest ¼ oz)					2.0

*Percent of Protein As-Is is provided on the attached APP documentation.

**18 is the percent of protein when fully hydrated.

***Creditable amount of APP equals ounces of Dry APP multiplied by the percent of protein as-is divided by 18.

¹Total Creditable Amount must be rounded **down** to the nearest 0.25oz (1.49 would round down to 1.25 oz meat equivalent). Do **not** round up. If you are crediting M/MA and APP, you do not need to round down in box A (Total Creditable M/MA Amount) until after you have added the Total Creditable APP Amount from box B to box C.


Total weight (per portion) of product as purchased 4.3 oz.

Total creditable amount of product (per portion) 2.0

(Reminder: Total creditable amount cannot count for more than the total weight of product.)

I certify that the above information is true and correct and that a 4.3 ounce serving of the above product (ready for serving) contains 2.0 ounces of equivalent meat/meat alternate when prepared according to directions.

I further certify that any APP used in the product conforms to the Food and Nutrition Service Regulations (7 CFR Parts 210, 220, 225, 226, Appendix A) as demonstrated by the attached supplier documentation.


 Signature

Food Technologist
 Title

Scott Sutton
 Printed Name

11/11/2021
 Date

970-304-7053
 Phone Number



Pilgrim's Pride Corp.
School Foodservice
1770 Promontory Circle,
Greeley, CO 80634-9039



Formulation Statement for Documenting Grains in School Meals
Required Beginning SY 2013-2014

(Crediting Standards Based on Grams of Creditable Grains)

School Food Authorities (SFAs) should include a copy of the label from the purchased product package in addition to the following information on letterhead signed by an official company representative. Grain products may be credited based on previous standards through SY 2012-2013. The new crediting standards for grains (as outlined in Policy Memorandum SP 30-2012) must be used beginning SY 2013-2014. SFAs have the option to choose the crediting method that best fits the specific needs of the menu planner.

Product Name: WG Breaded Chicken Smackers Code No.: 110458

Manufacturer: Pilgrim's Pride Corporation

Serving Size: 4.3 oz.

(Raw dough weight may be used to calculate creditable grain amount)

I. Does the product meet the Whole Grain-Rich Criteria: Yes ☒ No ☐

(Refer to SP 30-2012 Grain Requirements for the National School Lunch Program and School Breakfast Program.)

II. Does the product contain non- creditable grains: Yes ☒ No ☐ **How many grams:** 0.05

(Products with more than 0.24 oz equivalent or 3.99 grams for Groups A-G or 6.99 grams for Group H of non-creditable grains may not credit towards the grain requirements for school meals.)

III. Use Policy Memorandum SP 30-2012 Grain Requirements for the National School Lunch Program and School Breakfast Program: Exhibit A to determine if the product fits into Groups A-G (baked goods), Group H (cereal grains) or Group I (RTE breakfast cereals). (Different methodologies are applied to calculate servings of grain component based on creditable grains. Groups A-G use the standard of 16grams creditable grain per oz eq; Group H uses the standard of 28grams creditable grain per oz eq; and Group I is reported by volume or weight.)

Indicate to which Exhibit A Group (A-I) the Product Belongs: _____

Description of Creditable Grain Ingredient*	Grams of Creditable Grain Ingredient per Portion ¹ A	Gram Standard of Creditable Grain per oz equivalent (16g or 28g) ² B	Creditable Amount A ÷ B
Whole Wheat Flour	19.494	16	1.218
Enriched Wheat Flour	0.2008	16	0.0125
			1.2305
Total Creditable Amount³			1.00

*Creditable grains are whole-grain meal/flour and enriched meal/flour.

¹ (Serving size) X (% of creditable grain in formula). Please be aware that serving sizes other than grams must be converted to grams.

² Standard grams of creditable grains from the corresponding Group in Exhibit A.

³ Total Creditable Amount must be rounded *down* to the nearest quarter (0.25) oz eq. Do *not* round up.

Total weight (per portion) of product as purchased 4.3 oz.

Total contribution of product (per portion) 1.00 oz. equivalent

I certify that the above information is true and correct and that a 4.3 ounce portion of this product (ready for serving) provides 1.00 oz. equivalent Grains. I further certify that non-creditable grains are **not** above 0.24 oz eq. per portion. Products with more than 0.24 oz equivalent or 3.99 grams for Groups A-G or 6.99 grams for Group H of non-creditable grains may not credit towards the grain requirements for school meals.

Signature

Scott Sutton

Printed Name

Food Technologist

Title

02/08/2021

Date

970.304.7053

Phone Number

CN Homestyle Whole Grain Breaded Chicken Nuggets

PROCESSOR NAME:

PILGRIM'S PRIDE CORP. – GOLD KIST BRAND

CODE NUMBER: 615300
 M/MA CONTRIBUTION: 2
 GRAIN: 1
 CONTRIBUTION: GTIN: 10075632153001
 CASE DIMENSIONS: 17.1L x 13.1W x 12.6H
 SHELF LIFE: 365 days
 CASES/PALLET: 56

CASE WT: 30#
 SERVING SIZE: 3.04oz (5 pieces)
 DONATED FOOD/CASE: 18.08#
 SERVINGS/CASE: 156
 GR. WT.: 31.87#
 PALLET: 8T x 7H
 CASE CUBE: 1.48

BID DESCRIPTIONS



Whole Grain Homestyle Breaded, fully-cooked CN labeled Chicken Nuggets produced from USDA 100103 natural proportion white and dark meat commodity chicken with isolated soy protein. No other types of soy permitted. Nuggets to be batter breaded with whole grain wheat flour homestyle breading. Five nuggets @ 0.608 oz. each guaranteed by CN Label to provide 2 oz meat/meat alternative and 1 grain serving. Minimum portion count to be stated on label. Product to provide zero grams trans fats.
 CONTAINS: SOY, WHEAT

Per CN Serving Size

Nutrition Facts

About 158 servings per container
 Serving size 5 Pieces (88g)

Amount per Serving

Calories 190

% Daily Value*

Total Fat 9g	11%
Saturated Fat 2g	9%
Trans Fat 0g	
Polyunsaturated Fat 3.5g	
Monounsaturated Fat 2.5g	
Cholesterol 35mg	12%
Sodium 380mg	17%
Total Carbohydrate 13g	5%
Dietary Fiber 2g	6%
Total Sugars less than 1g	
Includes 1g Added Sugars	1%

Protein 15g

Vitamin D 0.1mcg	0%
Calcium 30mg	2%
Iron 1.8mg	10%
Potassium 220mg	5%

* The % Daily Value (DV) tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.

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WHOLE GRAIN HOME-STYLE BREADED CHICKEN NUGGETS

NUGGET SHAPED CHICKEN PATTIES

INGREDIENTS: Chicken, Water, Isolated Soy Protein With Less Than 2% Lecithin, Sugar, Reduced Sodium Sea Salt (Sea Salt, Potassium Chloride, Rice Flour), Sodium Phosphates, White Pepper, Onion Powder, Garlic Powder, Breaded With: Whole Wheat Flour (Enriched With Niacin, Reduced Iron, Thiamine Mononitrate, Riboflavin, Folic Acid), Salt, Sugar, Leavening (Sodium Acid Pyrophosphate, Sodium Bicarbonate), Spice, Ascorbic Acid (Vitamin C), Dextrose, Garlic Powder, Soybean Oil (As A Processing Aid), Extractives Of Paprika, Batterd With: Water, Whole Wheat Flour, Modified Corn Starch, Sugar, Salt, Onion Powder, Leavening (Calcium Acid Pyrophosphate, Monocalcium Phosphate, Sodium Bicarbonate), Garlic Powder, Chicken Broth, Maltodextrin, Dextrose, Yeast Extract, Enriched Wheat Flour (Enriched With Niacin, Reduced Iron, Thiamine Mononitrate, Riboflavin, Folic Acid), Ascorbic Acid (Vitamin C), Soybean Oil (As A Processing Aid), Natural And Artificial Flavors, Lactic Acid, Extractives Of Paprika. Pre-dusted With: Whole Wheat Flour, Modified Corn Starch, Salt, Onion Powder, Garlic Powder, Maltodextrin, Ascorbic Acid (Vitamin C), Soybean Oil (As A Processing Aid), Natural And Artificial Flavors, Enriched Wheat Flour (Enriched With Niacin, Reduced Iron, Thiamine Mononitrate, Riboflavin, Folic Acid), Dextrose, Leavening (Sodium Bicarbonate, Sodium Acid Pyrophosphate, Monocalcium Phosphate), Lactic Acid, Extractives Of Paprika, Breading Set In Vegetable Oil.
 CONTAINS: Soy, Wheat

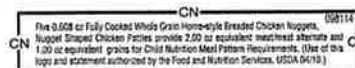
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Meal Pattern Requirements

HEATING INSTRUCTIONS FROM FROZEN: Conventional Ovens: Preheat oven to 350°F. Place frozen chicken pieces in a single layer on an ungreased baking pan. Bake uncovered for 30 minutes.
 Convection Ovens: Preheat oven to 350°F. Place frozen chicken pieces in a single layer on an ungreased baking pan. Bake uncovered for 14 minutes. Fully heat product to a minimum internal temperature of 165°F. Appliances vary, adjust heat times accordingly.



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(01)10075632153001

Nutrient information for our product is based on the certified portion size as stated on CN label.

Cheri Schneider

Cheri Schneider, K12 & USDA Category Director

SY 22/23

11/11/2021

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Child Nutrition Program operators should include a copy of the label from the purchased product carton in addition to the following information on letterhead signed by an official company representative.

Product Name: CN WG GOLDEN BREADED NUGGETS FC Code No.: 615300
 Manufacturer: Pilgrim's Pride Case/Pack/Count/Portion/Size: 30 lb. case/ 3.04 oz.

I. Meat/Meat Alternate

Please fill out the chart below to determine the creditable amount of Meat/Meat Alternate

Description of Creditable Ingredients per Food Buying Guide (FBG)	Ounces per Raw Portion of Creditable Ingredient	Multiply	FBG Yield/ Servings Per Unit	Creditable Amount *
Boneless Chicken Meat	1.4377 (5 pc)	X	70	1.0064
		X		
		X		
		X		
A. Total Creditable M/MA Amount¹				1.0064

*Creditable Amount - Multiply ounces per raw portion of creditable ingredient by the FBG Yield Information.

II. Alternate Protein Product (APP)

If the product contains APP, please fill out the chart below to determine the creditable amount of APP. If APP is used, you must provide documentation as described in Attachment A for each APP used.

Description of APP, manufacture's name, and code number	Ounces Dry APP Per Portion	Multiply	% of Protein As-Is*	Divide by 18**	Creditable Amount APP***
Isolated Soy Protein	0.2076	X	87.5	÷ by 18	1.0093
		X			
		X		÷ by 18	
		X		÷ by 18	
B. Total Creditable APP Amount¹					2.0157
C. TOTAL CREDITABLE AMOUNT (A + B rounded down to nearest ¼ oz)					2.0

*Percent of Protein As-Is is provided on the attached APP documentation.

**18 is the percent of protein when fully hydrated.

***Creditable amount of APP equals ounces of Dry APP multiplied by the percent of protein as-is divided by 18.

¹Total Creditable Amount must be rounded **down** to the nearest 0.25oz (1.49 would round down to 1.25 oz meat equivalent). Do **not** round up. If you are crediting M/MA and APP, you do not need to round down in box A (Total Creditable M/MA Amount) until after you have added the Total Creditable APP Amount from box B to box C.


Total weight (per portion) of product as purchased 3.04 oz. 5 pc. / serv.

Total creditable amount of product (per portion) 2.0

(Reminder: Total creditable amount cannot count for more than the total weight of product.)

I certify that the above information is true and correct and that a 3.04 ounce serving of the above product (ready for serving) contains 2.0 ounces of equivalent meat/meat alternate when prepared according to directions.

I further certify that any APP used in the product conforms to the Food and Nutrition Service Regulations (7 CFR Parts 210, 220, 225, 226, Appendix A) as demonstrated by the attached supplier documentation.


 Signature

Food Technologist
 Title

Scott Sutton
 Printed Name

11/11/2021
 Date

970-304-7053
 Phone Number



Pilgrim's Pride Corp.
School Foodservice
 1770 Promontory Circle,
 Greeley, CO 80634-9039



Formulation Statement for Documenting Grains in School Meals
Required Beginning SY 2013-2014

(Crediting Standards Based on Grams of Creditable Grains)

School Food Authorities (SFAs) should include a copy of the label from the purchased product package in addition to the following information on letterhead signed by an official company representative. Grain products may be credited based on previous standards through SY 2012-2013. The new crediting standards for grains (as outlined in Policy Memorandum SP 30-2012) must be used beginning SY 2013-2014. SFAs have the option to choose the crediting method that best fits the specific needs of the menu planner.

Product Name: CN WG GOLDEN BREADED NUGGETS Code No.: 615300

Manufacturer: Pilgrim's Pride Corporation Serving Size: 3.04 oz.
 (Raw dough weight may be used to calculate creditable grain amount)

I. Does the product meet the Whole Grain-Rich Criteria: Yes X No

(Refer to SP 30-2012 Grain Requirements for the National School Lunch Program and School Breakfast Program.)

II. Does the product contain non- creditable grains: Yes X No **How many grams:** 1.04g

(Products with more than 0.24 oz equivalent or 3.99 grams for Groups A-G or 6.99 grams for Group H of non-creditable grains may not credit towards the grain requirements for school meals.)

III. Use Policy Memorandum SP 30-2012 Grain Requirements for the National School Lunch Program and School Breakfast Program: Exhibit A to determine if the product fits into Groups A-G (baked goods), Group H (cereal grains) or Group I (RTE breakfast cereals). (Different methodologies are applied to calculate servings of grain component based on creditable grains. Groups A-G use the standard of 16grams creditable grain per oz eq; Group H uses the standard of 28grams creditable grain per oz eq; and Group I is reported by volume or weight.)

Indicate to which Exhibit A Group (A-I) the Product Belongs:

Description of Creditable Grain Ingredient*	Grams of Creditable Grain Ingredient per Portion ¹ A	Gram Standard of Creditable Grain per oz equivalent (16g or 28g) ² B	Creditable Amount A ÷ B
Whole wheat flour	15.0372	16	0.9398
Enriched wheat flour	1.1098	16	0.0693
			1.0091
Total Creditable Amount³			1.00

*Creditable grains are whole-grain meal/flour and enriched meal/flour.

¹ (Serving size) X (% of creditable grain in formula). Please be aware that serving sizes other than grams must be converted to grams.

² Standard grams of creditable grains from the corresponding Group in Exhibit A.

³ Total Creditable Amount must be rounded **down** to the nearest quarter (0.25) oz eq. Do **not** round up.

Total weight (per portion) of product as purchased 3.04 oz.

Total contribution of product (per portion) 1.0 oz equivalent

I certify that the above information is true and correct and that a 3.04 ounce portion of this product (ready for serving) provides 1.0 oz equivalent Grains. I further certify that non-creditable grains **are not** above 0.24 oz eq. per portion. Products with more than 0.24 oz equivalent or 3.99 grams for Groups A-G or 6.99 grams for Group H of non-creditable grains may not credit towards the grain requirements for school meals.


 Signature

Scott Sutton
 Printed Name

Food Technologist

Title

11/11/2021

Date

970.304.7053

Phone Number

CN Homestyle Whole Grain Breaded Chicken Strips

PROCESSOR NAME:

PILGRIM'S PRIDE CORP. – GOLD KIST BRAND

CODE NUMBER: 625300
 M/MA CONTRIBUTION: 2
 GRAIN: 1
 CONTRIBUTION: GTIN: 10075632253008
 CASE DIMENSIONS: 19.6L x 13.1W x 11.3H
 SHELF LIFE: 365 days
 CASES/PALLET: 49

CASE WT: 30#
 SERVING SIZE: 3.06oz (3 pieces)
 DONATED FOOD/CASE: 18.08#
 SERVINGS/CASE: 156
 GR. WT.: 31.95#
 PALLET: 7T x 7H
 CASE CUBE: 1.68

BID DESCRIPTIONS



Whole Grain Homestyle Breaded fully-cooked CN labeled Chicken Strips produced from USDA 100103 natural proportion white and dark meat commodity chicken with isolated soy protein. No other types of soy permitted. Strips are batter breaded with whole grain wheat flour homestyle breading. Three strips @ 1.02 oz. each guaranteed by CN Label to provide 2 oz. meat/meat alternative and 1 grain serving. Minimum portion count to be stated on label. Product to provide zero grams trans fats. CONTAINS: SOY, WHEAT

Fully Cooked

625300

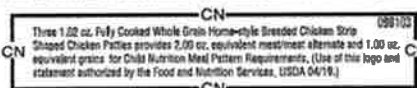
Whole Grain Home-style Breaded Chicken Strip Shaped Chicken Patties

INGREDIENTS: Chicken, Water, Isolated Soy Protein with Less Than 2% Lecithin, Sugar, Reduced Sodium Sea Salt (Sea Salt, Potassium Chloride, Rice Flour), Sodium Phosphates, White Pepper, Onion Powder, Garlic Powder. **Breaded With:** Whole Wheat Flour, Enriched Wheat Flour (Enriched With Niacin, Reduced Iron, Thiamine Mononitrate, Riboflavin, Folic Acid), Salt, Sugar, Leavening (Sodium Acid Pyrophosphate, Sodium Bicarbonate), Spice, Ascorbic Acid (Vitamin C), Dextrose, Garlic Powder, Soybean Oil (As A Processing Aid), Extractives Of Paprika, Battered With: Water, Whole Wheat Flour, Modified Corn Starch, Sugar, Salt, Onion Powder, Leavening (Calcium Acid Pyrophosphate, Monocalcium Phosphate, Sodium Bicarbonate), Garlic Powder, Chicken Broth, Maltodextrin, Dextrose, Yeast Extract, Enriched Wheat Flour (Enriched With Niacin, Reduced Iron, Thiamine Mononitrate, Riboflavin, Folic Acid), Ascorbic Acid (Vitamin C), Soybean Oil (As A Processing Aid), Natural And Artificial Flavors. **Preaded With:** Whole Wheat Flour, Modified Corn Starch, Salt, Onion Powder, Garlic Powder, Maltodextrin, Ascorbic Acid (Vitamin C), Soybean Oil (As A Processing Aid), Natural And Artificial Flavors, Enriched Wheat Flour (Enriched With Niacin, Reduced Iron, Thiamine Mononitrate, Riboflavin, Folic Acid), Dextrose, Leavening (Sodium Bicarbonate, Sodium Acid Pyrophosphate, Monocalcium Phosphate), Lactic Acid, Extractives Of Paprika. Breading Set In Vegetable Oil.

CONTAINS: SOY, WHEAT

Distributed By: Pilgrim's Pride Corporation
 1770 Promontory Circle, Greeley, CO 80634 800-321-1470 www.poultry.com
 Gold Kist Farms is a registered trademark of Pilgrim's Pride Corporation
 Product of USA

HEATING INSTRUCTIONS FROM FREEZER: Conventional: Preheat oven to 350°F. Place frozen chicken pieces in a single layer on ungreased baking pan. Bake uncovered for 10 to 14 minutes. **Convection Oven:** Preheat oven to 350°F. Place frozen chicken pieces in a single layer on ungreased baking pan. Bake uncovered for 8 to 10 minutes. Fully heat product to a minimum internal temperature of 165°F. Appliances vary, adjust heat times accordingly.



(01)1 00 75632 25300 8

Nutrition Facts

About 156 servings per container
 Serving size 3 Pieces (87g)

Amount per Serving

Calories 190

% Daily Value*

Total Fat 9g	11 %
Saturated Fat 2g	9 %
Trans Fat 0g	
Polyunsaturated Fat 3.5g	
Monounsaturated Fat 2.5g	
Cholesterol 35mg	12 %
Sodium 380mg	17 %
Total Carbohydrate 14g	5 %
Dietary Fiber 2g	6 %
Total Sugars less than 1g	
Includes 1g Added Sugars	1 %

Protein 16g

Vitamin D 0.1mcg	0 %
Calcium 30mg	2 %
Iron 1.8mg	10 %
Potassium 220mg	5 %

* The % Daily Value (DV) tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.

Nutrient information for our product is based on the certified portion size as stated on CN label.

Cheri Schneider

Cheri Schneider, K12 & USDA Category Director

11/11/2021

Date

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CHICKEN**

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Pilgrim's Pride Corp.
School Foodservice
 1770 Promontory Circle,
 Greeley, CO 80634-9039



Child Nutrition Program operators should include a copy of the label from the purchased product carton in addition to the following information on letterhead signed by an official company representative.

Product Name: GK CN WG Home-Style Breaded Chicken Strips Code No.: 625300

Manufacturer: Pilgrim's Pride Case/Pack/Count/Portion/Size: 30 lb. case/ 3.06oz. / 3pcs.

I. Meat/Meat Alternate

Please fill out the chart below to determine the creditable amount of Meat/Meat Alternate

Description of Creditable Ingredients per Food Buying Guide (FBG)	Ounces per Raw Portion of Creditable Ingredient	Multiply	FBG Yield/ Servings Per Unit	Creditable Amount *
Boneless Chicken Meat	1.44 (3 pc)	X	70	1.008
		X		
		X		
		X		
A. Total Creditable M/MA Amount¹				1.008

*Creditable Amount - Multiply ounces per raw portion of creditable ingredient by the FBG Yield Information.

II. Alternate Protein Product (APP)

If the product contains APP, please fill out the chart below to determine the creditable amount of APP. If APP is used, you must provide documentation as described in Attachment A for each APP used.

Description of APP, manufacture's name, and code number	Ounces Dry APP Per Portion	Multiply	% of Protein As-Is*	Divide by 18**	Creditable Amount APP***
Isolated Soy Protein	0.208	X	87.5	÷ by 18	1.0112
		X		÷ by 18	
		X		÷ by 18	
		X		÷ by 18	
B. Total Creditable APP Amount¹					2.019
C. TOTAL CREDITABLE AMOUNT (A + B rounded down to nearest ¼ oz)					2.0

*Percent of Protein As-Is is provided on the attached APP documentation.

**18 is the percent of protein when fully hydrated.

***Creditable amount of APP equals ounces of Dry APP multiplied by the percent of protein as-is divided by 18.

¹Total Creditable Amount must be rounded **down** to the nearest 0.25oz (1.49 would round down to 1.25 oz meat equivalent). Do **not** round up. If you are crediting M/MA and APP, you do not need to round down in box A (Total Creditable M/MA Amount) until after you have added the Total Creditable APP Amount from box B to box C.

Total weight (per portion) of product as purchased 3.06 oz. 3 pc. / serv.

Total creditable amount of product (per portion) 2.0

(Reminder: Total creditable amount cannot count for more than the total weight of product.)

I certify that the above information is true and correct and that a 3.06 ounce serving of the above product (ready for serving) contains 2.0 ounces of equivalent meat/meat alternate when prepared according to directions.

I further certify that any APP used in the product conforms to the Food and Nutrition Service Regulations (7 CFR Parts 210, 220, 225, 226, Appendix A) as demonstrated by the attached supplier documentation.


 Signature

Food Technologist
 Title

Scott Sutton
 Printed Name

11/11/2021
 Date

970-304-7053
 Phone Number



Pilgrim's Pride Corp.
School Foodservice
 1770 Promontory Circle,
 Greeley, CO 80634-9039



Formulation Statement for Documenting Grains in School Meals
Required Beginning SY 2013-2014

(Crediting Standards Based on Grams of Creditable Grains)

School Food Authorities (SFAs) should include a copy of the label from the purchased product package in addition to the following information on letterhead signed by an official company representative. Grain products may be credited based on previous standards through SY 2012-2013. The new crediting standards for grains (as outlined in Policy Memorandum SP 30-2012) must be used beginning SY 2013-2014. SFAs have the option to choose the crediting method that best fits the specific needs of the menu planner.

Product Name: GK CN WG Home-Style Breaded Chicken Strips Code No.: 625300

Manufacturer: Pilgrim's Pride Corporation Serving Size: 3.06 oz. / 3 pcs.
 (Raw dough weight may be used to calculate creditable grain amount)

I. Does the product meet the Whole Grain-Rich Criteria: Yes X No
(Refer to SP 30-2012 Grain Requirements for the National School Lunch Program and School Breakfast Program.)

II. Does the product contain non- creditable grains: Yes X No **How many grams:** 1.09
(Products with more than 0.24 oz equivalent or 3.99 grams for Groups A-G or 6.99 grams for Group H of non-creditable grains may not credit towards the grain requirements for school meals.)

III. Use Policy Memorandum SP 30-2012 Grain Requirements for the National School Lunch Program and School Breakfast Program: Exhibit A to determine if the product fits into Groups A-G (baked goods), Group H (cereal grains) or Group I (RTE breakfast cereals). *(Different methodologies are applied to calculate servings of grain component based on creditable grains. Groups A-G use the standard of 16grams creditable grain per oz eq; Group H uses the standard of 28grams creditable grain per oz eq; and Group I is reported by volume or weight.)*

Indicate to which Exhibit A Group (A-I) the Product Belongs:

Description of Creditable Grain Ingredient*	Grams of Creditable Grain Ingredient per Portion ¹ A	Gram Standard of Creditable Grain per oz equivalent (16g or 28g) ² B	Creditable Amount A ÷ B
Whole wheat flour	16.772	16	1.048
Enriched wheat flour	1.2379	16	0.077
			1.125
Total Creditable Amount³			1.00

*Creditable grains are whole-grain meal/flour and enriched meal/flour.

¹ (Serving size) X (% of creditable grain in formula). Please be aware that serving sizes other than grams must be converted to grams.


² Standard grams of creditable grains from the corresponding Group in Exhibit A.

³ Total Creditable Amount must be rounded **down** to the nearest quarter (0.25) oz eq. Do **not** round up.

Total weight (per portion) of product as purchased 3.06 oz.

Total contribution of product (per portion) 1.0 oz equivalent

I certify that the above information is true and correct and that a 3.06 ounce portion of this product (ready for serving) provides 1.0 oz equivalent Grains. I further certify that non-creditable grains are **not** above 0.24 oz eq. per portion. Products with more than 0.24 oz equivalent or 3.99 grams for Groups A-G or 6.99 grams for Group H of non-creditable grains may not credit towards the grain requirements for school meals.


 Signature

Scott Sutton
 Printed Name

Food Technologist
 Title

11/11/2021 970.304.7053
 Date Phone Number

CN Homestyle Whole Grain Breaded Chicken Patty

PROCESSOR NAME:

PILGRIM'S PRIDE CORP. – GOLD KIST BRAND

CODE NUMBER: 665400
 M/MA CONTRIBUTION: 2
 GRAIN CONTRIBUTION: 1
 GTIN: 10075632654003
 CASE DIMENSIONS: 19.6L x 13.1W x 11.3H
 SHELF LIFE: 365 days
 CASES/PALLET: 49

CASE WT: 30#
 SERVING SIZE: 3.05oz (1 patty)
 DONATED FOOD/CASE: 18.08#
 SERVINGS/CASE: 156
 GR. WT.: 31.95#
 PALLET: 7T x 7H
 CASE CUBE: 1.68

BID DESCRIPTIONS



Whole Grain Homestyle Breaded fully-cooked CN labeled Chicken Patty produced from USDA 100103 natural proportion white and dark meat commodity chicken with isolated soy protein. One patty @ 3.05 oz. guaranteed by CN Label to provide 2 oz. meat/meat alternative and 1 grain serving. Minimum portion count to be stated on label. Product to provide zero grams trans fats.
 CONTAINS: SOY, WHEAT

Per CN Serving Size

Nutrition Facts

About 156 servings per container	
Serving size	1 Piece (86g)
Amount per Serving	
Calories	190
% Daily Value*	
Total Fat 5g	11%
Saturated Fat 2g	9%
Trans Fat 0g	
Polyunsaturated Fat 3.5g	
Monounsaturated Fat 2.5g	
Cholesterol 35mg	12%
Sodium 380mg	17%
Total Carbohydrate 13g	5%
Dietary Fiber 2g	6%
Total Sugars less than 1g	
Includes 1g Added Sugars	1%
Protein 15g	
Vitamin D 0.1mcg	0%
Calcium 30mg	2%
Iron 1.8mg	10%
Potassium 220mg	5%

* The % Daily Value (DV) tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.

**GOLD
KIST
CHICKEN**

Fully Cooked

665400

WHOLE GRAIN HOME-STYLE BREADED CHICKEN PATTIES

INGREDIENTS: Chicken, Water, Isolated Soy Protein With Less Than 2% Lecithin, Sugar, Reduced Sodium Sea Salt (Sea Salt, Potassium Chloride, Rice Flour), Sodium Phosphates, White Pepper, Onion Powder, Garlic Powder, Battered With: Whole Wheat Flour, Enriched Wheat Flour (Enriched With Niacin, Reduced Iron, Thiamine Mononitrate, Riboflavin, Folic Acid), Salt, Sugar, Leavening (Sodium Acid Pyrophosphate, Sodium Bicarbonate), Spice, Ascorbic Acid (Vitamin C), Dextrose, Garlic Powder, Soybean Oil (As A Processing Aid), Extractives Of Paprika. **Battered With:** Water, Whole Wheat Flour, Modified Corn Starch, Sugar, Salt, Onion Powder, Leavening (Calcium Acid Pyrophosphate, Monocalcium Phosphate, Sodium Bicarbonate), Garlic Powder, Chicken Broth, Maltodextrin, Dextrose, Yeast Extract, Enriched Wheat Flour (Enriched With Niacin, Reduced Iron, Thiamine Mononitrate, Riboflavin, Folic Acid), Ascorbic Acid (Vitamin C), Soybean Oil (As A Processing Aid), Natural And Artificial Flavors, Lactic Acid, Extractives Of Paprika. **Preadusted With:** Whole Wheat Flour, Modified Corn Starch, Salt, Onion Powder, Garlic Powder, Maltodextrin, Ascorbic Acid (Vitamin C), Soybean Oil (As A Processing Aid), Natural And Artificial Flavors, Enriched Wheat Flour (Enriched With Niacin, Reduced Iron, Thiamine Mononitrate, Riboflavin, Folic Acid), Dextrose, Leavening (Sodium Bicarbonate, Sodium Acid Pyrophosphate, Monocalcium Phosphate), Lactic Acid, Extractives Of Paprika, Breeding Set In Vegetable Oil.

CONTAINS: SOY, WHEAT

HEATING INSTRUCTIONS FROM FROZEN: Conventional Oven: Preheat oven to 350°F. Place frozen chicken pieces in a single layer on ungreased baking pan. Bake uncovered for 30 minutes. Convection Oven: Preheat oven to 302°F. Place frozen chicken pieces in a single layer on ungreased baking pan. Bake uncovered for 12 minutes. Fully heat product to a minimum internal temperature of 165°F. Appliances vary, adjust heat times accordingly.

Copy Not For Documenting Federal
Meal Pattern Requirements



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1770 Promontory Circle, Greeley, CO 80634
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Product of USA

800-321-1470 www.goldkist.com

One 3.05 oz. Fully Cooked Whole Grain Home-style Breaded Chicken Patty (008100)
provides 2.00 oz. equivalent meat/meat alternative and 1.00 oz. equivalent grains for
Child Nutrition Meal Pattern Requirements. (Use of this logo and statement
authorized by the Food and Nutrition Services, USDA (94/18))



(01)10075632654003

Nutrient information for
our product is based on the
certified portion size as
stated on CN label.

Cheri Schneider

Cheri Schneider, K12 & USDA Category Director

SY 22/23

11/11/2021

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Pilgrim's Pride Corp.
School Foodservice
 1770 Promontory Circle,
 Greeley, CO 80634-9039



Child Nutrition Program operators should include a copy of the label from the purchased product carton in addition to the following information on letterhead signed by an official company representative.

Product Name: CN WG Home-Style Breaded Chicken Pattv Code No.: 665400
 Manufacturer: Pilgrim's Pride Case/Pack/Count/Portion/Size: 30 lb. case

I. Meat/Meat Alternate

Please fill out the chart below to determine the creditable amount of Meat/Meat Alternate

Description of Creditable Ingredients per Food Buying Guide (FBG)	Ounces per Raw Portion of Creditable Ingredient	Multiply	FBG Yield/ Servings Per Unit	Creditable Amount *
Boneless Chicken Breast Meat	1.441	X	70	1.0087
		X		
		X		
		X		
A. Total Creditable M/MA Amount¹				1.0087

*Creditable Amount - Multiply ounces per raw portion of creditable ingredient by the FBG Yield Information.

II. Alternate Protein Product (APP)

If the product contains APP, please fill out the chart below to determine the creditable amount of APP. If APP is used, you must provide documentation as described in Attachment A for each APP used.

Description of APP, manufacture's name, and code number	Ounces Dry APP Per Portion	Multiply	% of Protein As-Is*	Divide by 18**	Creditable Amount APP***
Isolated Soy Protein	0.208	X	87.5	÷ by 18	1.011
		X		÷ by 18	
		X		÷ by 18	
		X		÷ by 18	
B. Total Creditable APP Amount¹					2.019
C. TOTAL CREDITABLE AMOUNT (A + B rounded down to nearest ¼ oz)					2.00

*Percent of Protein As-Is is provided on the attached APP documentation.

**18 is the percent of protein when fully hydrated.

***Creditable amount of APP equals ounces of Dry APP multiplied by the percent of protein as-is divided by 18.

¹Total Creditable Amount must be rounded **down** to the nearest 0.25oz (1.49 would round down to 1.25 oz meat equivalent). Do **not** round up. If you are crediting M/MA and APP, you do not need to round down in box A (Total Creditable M/MA Amount) until after you have added the Total Creditable APP Amount from box B to box C.


Total weight (per portion) of product as purchased 3.05 oz.

Total creditable amount of product (per portion) 2.00

(Reminder: Total creditable amount cannot count for more than the total weight of product.)

I certify that the above information is true and correct and that a 3.05 ounce serving of the above product (ready for serving) contains 2.00 ounces of equivalent meat/meat alternate when prepared according to directions.

I further certify that any APP used in the product conforms to the Food and Nutrition Service Regulations (7 CFR Parts 210, 220, 225, 226, Appendix A) as demonstrated by the attached supplier documentation.


 Signature

Food Technologist
 Title

Scott Sutton
 Printed Name

11/11/2021
 Date

970-304-7053
 Phone Number



Pilgrim's Pride Corp.
School Foodservice
 1770 Promontory Circle,
 Greeley, CO 80634-9039



Formulation Statement for Documenting Grains in School Meals
Required Beginning SY 2013-2014

(Crediting Standards Based on Grams of Creditable Grains)

School Food Authorities (SFAs) should include a copy of the label from the purchased product package in addition to the following information on letterhead signed by an official company representative. Grain products may be credited based on previous standards through SY 2012-2013. The new crediting standards for grains (as outlined in Policy Memorandum SP 30-2012) must be used beginning SY 2013-2014. SFAs have the option to choose the crediting method that best fits the specific needs of the menu planner.

Product Name: CN WG Home-Style Breaded Chicken Patty Code No.: 665400

Manufacturer: Pilgrim's Pride Corporation Serving Size 3.05 oz.
 (Raw dough weight may be used to calculate creditable grain amount)

I. Does the product meet the Whole Grain-Rich Criteria: Yes X No
 (Refer to SP 30-2012 Grain Requirements for the National School Lunch Program and School Breakfast Program.)

II. Does the product contain non- creditable grains: Yes X No **How many grams:** 0.96
 (Products with more than 0.24 oz equivalent or 3.99 grams for Groups A-G or 6.99 grams for Group H of non-creditable grains may not credit towards the grain requirements for school meals.)

III. Use Policy Memorandum SP 30-2012 Grain Requirements for the National School Lunch Program and School Breakfast Program: Exhibit A to determine if the product fits into Groups A-G (baked goods), Group H (cereal grains) or Group I (RTE breakfast cereals). (Different methodologies are applied to calculate servings of grain component based on creditable grains. Groups A-G use the standard of 16grams creditable grain per oz eq; Group H uses the standard of 28grams creditable grain per oz eq; and Group I is reported by volume or weight.)

Indicate to which Exhibit A Group (A-I) the Product Belongs:

Description of Creditable Grain Ingredient*	Grams of Creditable Grain Ingredient per Portion ¹	Gram Standard of Creditable Grain per oz equivalent (16g or 28g) ²	Creditable Amount
	A	B	A ÷ B
Whole Wheat Flour	14.934	16	0.933
Enriched Wheat Flour	1.0961	16	0.0685
			1.001
Total Creditable Amount³			1.00

*Creditable grains are whole-grain meal/flour and enriched meal/flour.

¹ (Serving size) X (% of creditable grain in formula). Please be aware that serving sizes other than grams must be converted to grams.

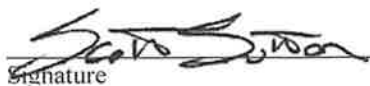
² Standard grams of creditable grains from the corresponding Group in Exhibit A.

³Total Creditable Amount must be rounded **down** to the nearest quarter (0.25) oz eq. Do **not** round up.

Total weight (per portion) of product as purchased 3.05 oz.

Total contribution of product (per portion) 1.00 oz. equivalent

I certify that the above information is true and correct and that a 3.05 ounce portion of this product (ready for serving) provides 1.00 oz. equivalent Grains. I further certify that non-creditable grains **are not** above 0.24 oz eq. per portion. Products with more than 0.24 oz equivalent or 3.99 grams for Groups A-G or 6.99 grams for Group H of non-creditable grains may not credit towards the grain requirements for school meals.


 Signature

Scott Sutton

Printed Name

Food Technologist

Title

11/11/2021

Date

970.304.7053

Phone Number

NPA Summary End Product Data Schedule

Information Certified as Accurate by USDA Revised 11/16/2021

School Year	Processor Name	Product Status A=Approved N=New R=Revised X=Expired	End Product Code	End Product Description	Net Weight per Case (pound)	Servings per Case	Net Weight per Serving (Ounces)	WBSCM USDA Foods Material Code	WBSCM USDA Foods Material Description	USDA Foods Inventory Drawdown per Case	USDA Foods Value per Pound	USDA Foods Value per Case	USDA Approval Date
SY23	Pilgrims Pride Corp	A	1230	FC Diced Chicken	30.00	194.00	2.47	100103D	CHICKEN LARGE CHILLED -BULK DARK	12.84	\$0.9970	\$12.80	11/1/2021
SY23	Pilgrims Pride Corp	A	1230	FC Diced Chicken	30.00	194.00	2.47	100103W	CHICKEN LARGE CHILLED -BULK WHITE	19.25	\$0.9970	\$19.19	11/1/2021
SY23	Pilgrims Pride Corp	A	1250	CN Chicken Fajita Strips	30.00	194.00	2.47	100103D	CHICKEN LARGE CHILLED -BULK DARK	12.84	\$0.9970	\$12.80	11/1/2021
SY23	Pilgrims Pride Corp	A	1250	CN Chicken Fajita Strips	30.00	194.00	2.47	100103W	CHICKEN LARGE CHILLED -BULK WHITE	19.25	\$0.9970	\$19.19	11/1/2021
SY23	Pilgrims Pride Corp	A	1260	CN Dark Meat Chicken Strips w/ Grill Mark	30.00	194.00	2.47	100103D	CHICKEN LARGE CHILLED -BULK DARK	40.91	\$0.9970	\$40.79	11/1/2021
SY23	Pilgrims Pride Corp	A	7516	CN Whole Muscle WG Breaded Fully Cooked Chicken Breast Filet	30.00	Approximately 100-140 portions	4.00	100103W	CHICKEN LARGE CHILLED -BULK WHITE	29.71	\$0.9970	\$29.62	11/1/2021
SY23	Pilgrims Pride Corp	A	7517	FC CN Whole Muscle WG Breaded Spicy Chicken Breast Filet	30.00	Approximately 100-140 portions	4.00	100103W	CHICKEN LARGE CHILLED -BULK WHITE	29.71	\$0.9970	\$29.62	11/1/2021
SY23	Pilgrims Pride Corp	A	7518	FC CN Whole Muscle WG Breaded Chicken Breast Chunks	30.00	Approx 91-113	4.75	100103W	CHICKEN LARGE CHILLED -BULK WHITE	29.71	\$0.9970	\$29.62	11/16/2021
SY23	Pilgrims Pride Corp	A	110452	WG Chicken Snackers	30.00	104.00	4.30	100103D	CHICKEN LARGE CHILLED -BULK DARK	10.28	\$0.9970	\$10.25	11/1/2021
SY23	Pilgrims Pride Corp	A	110452	WG Chicken Snackers	30.00	104.00	4.30	100103W	CHICKEN LARGE CHILLED -BULK WHITE	15.42	\$0.9970	\$15.37	11/1/2021
SY23	Pilgrims Pride Corp	A	110458	FC CN WG Breaded Dark Meat Popcorn Chicken Snackers	30.00	104.00	4.30	100103D	CHICKEN LARGE CHILLED -BULK DARK	31.17	\$0.9970	\$31.08	11/1/2021
SY23	Pilgrims Pride Corp	A	615300	CN WG Homestyle Breaded Chicken Nuggets	30.00	156.00	3.04	100103W	CHICKEN LARGE CHILLED -BULK WHITE	10.85	\$0.9970	\$10.82	11/1/2021
SY23	Pilgrims Pride Corp	A	615300	CN WG Homestyle Breaded Chicken Nuggets	30.00	156.00	3.04	100103D	CHICKEN LARGE CHILLED -BULK DARK	7.23	\$0.9970	\$7.21	11/1/2021

NPA Summary End Product Data Schedule

Information Certified as Accurate by USDA Revised 11/16/2021

School Year	Processor Name	Product Status A=Approved N=New R=Revised X=Expired	End Product Code	End Product Description	Net Weight per Case (pound)	Servings per Case	Net Weight per Serving (Ounces)	WBSCM USDA Foods Material Code	WBSCM USDA Foods Material Description	USDA Foods Inventory Drawdown per Case	USDA Foods Value per Pound	USDA Foods Value per Case	USDA Approval Date
SY23	Pilgrims Pride Corp	A	625300	CN WG Homestyle Breaded Chicken Strip	30.00	156.00	3.06	100103W	CHICKEN LARGE CHILLED -BULK WHITE	10.85	\$0.9970	\$10.82	11/1/2021
SY23	Pilgrims Pride Corp	A	625300	CN WG Homestyle Breaded Chicken Strip	30.00	156.00	3.06	100103D	CHICKEN LARGE CHILLED -BULK DARK	7.23	\$0.9970	\$7.21	11/1/2021
SY23	Pilgrims Pride Corp	A	665400	CN WG Homestyle Breaded Chicken Patty w/ISP	30.00	156.00	3.05	100103W	CHICKEN LARGE CHILLED -BULK WHITE	10.85	\$0.9970	\$10.82	11/1/2021
SY23	Pilgrims Pride Corp	A	665400	CN WG Homestyle Breaded Chicken Patty w/ISP	30.00	156.00	3.05	100103D	CHICKEN LARGE CHILLED -BULK DARK	7.23	\$0.9970	\$7.21	11/1/2021



INVOICE

INVOICE NO: 935751655

PLEASE REMIT PAYMENT TO:

PILGRIM'S PRIDE CORPORATION
PO Box 664042
Dallas TX 75266-4042

Invoice Date 11/03/2021
PO Number GK-57550
Order Number 33310758
Account Number 385997
Incoterm PLANT

Terms /Payment Method
30 DAYS FROM INVOICE DATE

Product of USA

SOLD-TO: 1613682

SPOKANE PUBLIC SCHOOLS WA-32-081
ATTN: ACCOUNTS PAYABLE
200 N BERNARD ST
SPOKANE WA 99201-0206

SHIP-TO: 2000187

SPOKANE PUBLIC SCHOOLS WAREHOUSE
2815 E GARLAND AVE
SPOKANE WA 99207-5811
TEL: 509-354-7173

CONTACT PERSON: Jalissa Casey
CONTACT PHONE: 970-616-3442

SHIP DATE: 11/03/2021
MANIFEST NO: 830404085

ROUTE: I17966
CARRIER: TRANSPACE TEXAS LP

MATERIAL	DESCRIPTION	QUANTITY	WEIGHT	PRICE	ADJUSTMENT	FREIGHT	NET DUE	EXTENDED
000001260	GLDKST FRM CN DRK STRIP 6/5# GM FC Cust. material: 0000000000000001260	56 CS	1,680.00 LB	49.1930 CS			49.1930	2,754.81
000110452	GK CN WHLGRN BRD PPCRN SMCKR 6/5# F Cust. material: 0000000000000110452	336 CS	10,080.00 LB	41.6260 CS			41.6260	13,986.35
	TOTALS in USD	392 CS	11,760.00 LB					16,741.16

SAMPLE

IMPORTANT: This invoice may not reflect all rebates, allowances, credits and similar discounts or deductions applicable to this sale.

SALES GROUP: ASF

NET AMOUNT

16,741.16

Precursor ID	Precursor Name	Report Month	Report Year	COOP	USDA Material	Carry Over	Monthly Beginning		Received this Month	Received YTD	Used/Reduced This Month	Used/Reduced YTD	Transfers +/- this Month	Transfers +/- YTD	Adjustments +/- this Month	Adjustments +/- YTD	Current Monthly Ending Inventory	Current Inventory Months on Hand (MOH)	Prior SY Used/Reduced YTD	Prior SY Avg Monthly Usage (AMU)
							Inventory													
0506-0075	Flagman's Pride	10	2021	WA	100100W	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00			
0506-0075	Flagman's Pride	10	2021	WA	100100V	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00			
0506-0075	Flagman's Pride	10	2021	WA	100101D	47,564.04	109,033.92	54,000.00	158,000.00	18,340.74	180,340.96	0.00	0.00	0.00	0.00	0.00	144,743.18	7.13	256,915.85	26,450.38
0506-0075	Flagman's Pride	10	2021	WA	100102W	80,256.18	120,818.18	94,048.00	218,300.60	8,793.95	81,795.43	0.00	0.00	0.00	0.00	0.00	165,985.35	6.37	253,349.31	25,234.97

SAMPLE

Processor ID	Processor Name	Report Month	Report Year	State	COOP	USDA Material	SO Nbr	Received Date	Received LBS
0506-0075	Pilgrim's Pride	10	2021	WA		100103D	5000720647-100	10/12/2021	18,000.00
0506-0075	Pilgrim's Pride	10	2021	WA		100103W	5000720647-100	10/12/2021	18,000.00
0506-0075	Pilgrim's Pride	10	2021	WA		100103D	5000722541-200	10/11/2021	18,000.00
0506-0075	Pilgrim's Pride	10	2021	WA		100103W	5000722541-200	10/11/2021	18,000.00
0506-0075	Pilgrim's Pride	10	2021	WA		100103D	5000722542-200	10/11/2021	18,000.00
0506-0075	Pilgrim's Pride	10	2021	WA		100103W	5000722542-200	10/11/2021	18,000.00

SAMPLE

Processor ID	Processor Name	Report		State	COOP	USDA Material	Type	LBS	Memo	USDA Transaction
		Month	Year				(ADJ/TFR/CVN)			ID*

SAMPLE

Processor ID	Processor Name	Report Month	Report Year	State	COOP	Redipient Agency Number	Recipient Agency Name	Product Nbr	Product Name	USDA Material	EPDS DF	Case Qty	Used LBS
0506-0075	Pilgrim's Pride	10	2021	WA		WA-32-356	Central Valley School District	665400	CN WG Homestyle Chicken Patty w/ ISP	100103D	10.14	(1.00)	10.14
0506-0075	Pilgrim's Pride	10	2021	WA		WA-32-356	Central Valley School District	665400	CN WG Homestyle Chicken Patty w/ ISP	100103W	10.14	(1.00)	10.14
0506-0075	Pilgrim's Pride	10	2021	WA		WA-33-115	Colville School District	110452	Fully Cooked CN Whole Grain Breaded Popcorn Chicken Smackers	100103D	14.99	11.00	164.89
0506-0075	Pilgrim's Pride	10	2021	WA		WA-33-115	Colville School District	110452	Fully Cooked CN Whole Grain Breaded Popcorn Chicken Smackers	100103W	14.99	11.00	164.89
0506-0075	Pilgrim's Pride	10	2021	WA		WA-33-115	Colville School District	615300	CN WG Homestyle chicken Nuggets w/ ISP	100103D	10.14	4.00	40.56
0506-0075	Pilgrim's Pride	10	2021	WA		WA-33-115	Colville School District	615300	CN WG Homestyle chicken Nuggets w/ ISP	100103W	10.14	4.00	40.56
0506-0075	Pilgrim's Pride	10	2021	WA		WA-33-115	Colville School District	625300	CN WG Homestyle Chicken Tender Shaped Strip w/ ISP	100103D	10.14	6.00	60.84
0506-0075	Pilgrim's Pride	10	2021	WA		WA-33-115	Colville School District	625300	CN WG Homestyle Chicken Tender Shaped Strip w/ ISP	100103W	10.14	6.00	60.84
0506-0075	Pilgrim's Pride	10	2021	WA		WA-32-361	East Valley School District (spokane)	110452	Fully Cooked CN Whole Grain Breaded Popcorn Chicken Smackers	100103D	14.99	37.00	554.63
0506-0075	Pilgrim's Pride	10	2021	WA		WA-32-361	East Valley School District (spokane)	110452	Fully Cooked CN Whole Grain Breaded Popcorn Chicken Smackers	100103W	14.99	37.00	554.63
0506-0075	Pilgrim's Pride	10	2021	WA		WA-32-361	East Valley School District (spokane)	110458	WG Large Popcorn Style Dark Chicken	100103D	40.54	3.00	121.62
0506-0075	Pilgrim's Pride	10	2021	WA		WA-32-361	East Valley School District (spokane)	615300	CN WG Homestyle chicken Nuggets w/ ISP	100103D	10.14	2.00	20.28
0506-0075	Pilgrim's Pride	10	2021	WA		WA-32-361	East Valley School District (spokane)	615300	CN WG Homestyle chicken Nuggets w/ ISP	100103W	10.14	2.00	20.28
0506-0075	Pilgrim's Pride	10	2021	WA		WA-32-361	East Valley School District (spokane)	665400	CN WG Homestyle Chicken Patty w/ ISP	100103D	10.14	4.00	40.56
0506-0075	Pilgrim's Pride	10	2021	WA		WA-32-361	East Valley School District (spokane)	665400	CN WG Homestyle Chicken Patty w/ ISP	100103W	10.14	4.00	40.56
0506-0075	Pilgrim's Pride	10	2021	WA		WA-32-354	Mead School District	001250	CN Unbreaded Chicken Fajita Strips	100103D	18.00	64.00	1,152.00
0506-0075	Pilgrim's Pride	10	2021	WA		WA-32-354	Mead School District	001250	CN Unbreaded Chicken Fajita Strips	100103W	18.00	64.00	1,152.00
0506-0075	Pilgrim's Pride	10	2021	WA		WA-32-354	Mead School District	110452	Fully Cooked CN Whole Grain Breaded Popcorn Chicken Smackers	100103D	14.99	55.00	824.45
0506-0075	Pilgrim's Pride	10	2021	WA		WA-32-354	Mead School District	110452	Fully Cooked CN Whole Grain Breaded Popcorn Chicken Smackers	100103W	14.99	55.00	824.45
0506-0075	Pilgrim's Pride	10	2021	WA		WA-32-354	Mead School District	615300	CN WG Homestyle chicken Nuggets w/ ISP	100103D	10.14	15.00	152.10
0506-0075	Pilgrim's Pride	10	2021	WA		WA-32-354	Mead School District	615300	CN WG Homestyle chicken Nuggets w/ ISP	100103W	10.14	15.00	152.10
0506-0075	Pilgrim's Pride	10	2021	WA		WA-32-354	Mead School District	665400	CN WG Homestyle Chicken Patty w/ ISP	100103D	10.14	20.00	202.80
0506-0075	Pilgrim's Pride	10	2021	WA		WA-32-354	Mead School District	665400	CN WG Homestyle Chicken Patty w/ ISP	100103W	10.14	20.00	202.80
0506-0075	Pilgrim's Pride	10	2021	WA		WA-32-326	Medical Lake School District	615300	CN WG Homestyle chicken Nuggets w/ ISP	100103D	10.14	9.00	91.26
0506-0075	Pilgrim's Pride	10	2021	WA		WA-32-326	Medical Lake School District	615300	CN WG Homestyle chicken Nuggets w/ ISP	100103W	10.14	9.00	91.26
0506-0075	Pilgrim's Pride	10	2021	WA		WA-26-056	Newport School District	615300	CN WG Homestyle chicken Nuggets w/ ISP	100103D	10.14	11.00	111.54
0506-0075	Pilgrim's Pride	10	2021	WA		WA-26-056	Newport School District	615300	CN WG Homestyle chicken Nuggets w/ ISP	100103W	10.14	11.00	111.54
0506-0075	Pilgrim's Pride	10	2021	WA		WA-26-056	Newport School District	625300	CN WG Homestyle Chicken Tender Shaped Strip w/ ISP	100103D	10.14	6.00	60.84
0506-0075	Pilgrim's Pride	10	2021	WA		WA-26-056	Newport School District	625300	CN WG Homestyle Chicken Tender Shaped Strip w/ ISP	100103W	10.14	6.00	60.84
0506-0075	Pilgrim's Pride	10	2021	WA		WA-38-056	Newport School District	665400	CN WG Homestyle Chicken Patty w/ ISP	100103D	10.14	6.00	60.84
0506-0075	Pilgrim's Pride	10	2021	WA		WA-38-056	Newport School District	665400	CN WG Homestyle Chicken Patty w/ ISP	100103W	10.14	6.00	60.84
0506-0075	Pilgrim's Pride	10	2021	WA		WA-32-325	Nine Mile Falls School District	615300	CN WG Homestyle chicken Nuggets w/ ISP	100103D	10.14	8.00	81.12
0506-0075	Pilgrim's Pride	10	2021	WA		WA-32-325	Nine Mile Falls School District	615300	CN WG Homestyle chicken Nuggets w/ ISP	100103W	10.14	8.00	81.12
0506-0075	Pilgrim's Pride	10	2021	WA		WA-11-051	North Franklin School District	110452	Fully Cooked CN Whole Grain Breaded Popcorn Chicken Smackers	100103D	14.99	3.00	44.97
0506-0075	Pilgrim's Pride	10	2021	WA		WA-11-051	North Franklin School District	110452	Fully Cooked CN Whole Grain Breaded Popcorn Chicken Smackers	100103W	14.99	3.00	44.97
0506-0075	Pilgrim's Pride	10	2021	WA		WA-11-001	Pasco School District	110458	WG Large Popcorn Style Dark Chicken	100103D	40.54	14.00	567.56
0506-0075	Pilgrim's Pride	10	2021	WA		WA-11-001	Pasco School District	615300	CN WG Homestyle chicken Nuggets w/ ISP	100103D	10.14	36.00	365.04
0506-0075	Pilgrim's Pride	10	2021	WA		WA-11-001	Pasco School District	615300	CN WG Homestyle chicken Nuggets w/ ISP	100103W	10.14	36.00	365.04
0506-0075	Pilgrim's Pride	10	2021	WA		WA-11-001	Pasco School District	665400	CN WG Homestyle Chicken Patty w/ ISP	100103D	10.14	33.00	334.62
0506-0075	Pilgrim's Pride	10	2021	WA		WA-11-001	Pasco School District	665400	CN WG Homestyle Chicken Patty w/ ISP	100103W	10.14	33.00	334.62
0506-0075	Pilgrim's Pride	10	2021	WA		WA-38-267	Pullman School District	665400	CN WG Homestyle Chicken Patty w/ ISP	100103D	10.14	7.00	70.98
0506-0075	Pilgrim's Pride	10	2021	WA		WA-38-267	Pullman School District	665400	CN WG Homestyle Chicken Patty w/ ISP	100103W	10.14	7.00	70.98
0506-0075	Pilgrim's Pride	10	2021	WA		WA-32-081	Spokane School District	001240	CN Dark Meat MENU Strips	100103D	51.14	168.00	8,591.52
0506-0075	Pilgrim's Pride	10	2021	WA		WA-32-081	Spokane School District	110452	Fully Cooked CN Whole Grain Breaded Popcorn Chicken Smackers	100103D	14.99	280.00	4,197.20
0506-0075	Pilgrim's Pride	10	2021	WA		WA-39-201	Sunnyside School District	665400	CN WG Homestyle Chicken Patty w/ ISP	100103D	10.14	11.00	111.54
0506-0075	Pilgrim's Pride	10	2021	WA		WA-39-201	Sunnyside School District	665400	CN WG Homestyle Chicken Patty w/ ISP	100103W	10.14	11.00	111.54
0506-0075	Pilgrim's Pride	10	2021	WA		WA-32-363	West Valley School District (spokane)	001260	CN Dark Meat MENU Strips	100103D	51.14	6.00	306.84
0506-0075	Pilgrim's Pride	10	2021	WA		WA-32-363	West Valley School District (spokane)	615300	CN WG Homestyle chicken Nuggets w/ ISP	100103D	10.14	0.00	0.00
0506-0075	Pilgrim's Pride	10	2021	WA		WA-32-363	West Valley School District (spokane)	615300	CN WG Homestyle chicken Nuggets w/ ISP	100103W	10.14	0.00	0.00
0506-0075	Pilgrim's Pride	10	2021	WA		WA-32-363	West Valley School District (spokane)	665400	CN WG Homestyle Chicken Patty w/ ISP	100103D	10.14	2.00	20.28

Customer Name	RA Nbr	USDA Material	Beginning	Received	Adjustments	Usage	Balance
Bellevue School District	WA-17-405	100103D	2,037.20	0.00	(2,037.20)	0.00	0.00
Bellevue School District	WA-17-405	100103W	2,037.20	0.00	(2,037.20)	0.00	0.00
Central Valley School District	WA-32-356	100103D	5.88	0.00	(5.88)	(10.14)	10.14
Central Valley School District	WA-32-356	100103W	0.16	0.00	(0.16)	(10.14)	10.14
Colville School District	WA-33-115	100103D	390.51	0.00	0.00	266.29	124.22
Colville School District	WA-33-115	100103W	130.01	0.00	0.00	266.29	(136.28)
East Valley School District (spokane)	WA-32-361	100103D	1,810.02	0.00	0.00	737.09	1,072.93
East Valley School District (spokane)	WA-32-361	100103W	(612.63)	0.00	0.00	615.47	(1,228.10)
East Valley School District (yakima)	WA-39-090	100103D	34.54	0.00	(34.54)	0.00	0.00
East Valley School District (yakima)	WA-39-090	100103W	8.49	0.00	(8.49)	0.00	0.00
Eatonville School District	WA-27-404	100103D	75.00	0.00	(75.00)	0.00	0.00
Eatonville School District	WA-27-404	100103W	75.00	0.00	(75.00)	0.00	0.00
Ellensburg School District	WA-19-401	100103D	50.04	0.00	(50.04)	0.00	0.00
Ellensburg School District	WA-19-401	100103W	2.09	0.00	(2.09)	0.00	0.00
Enumclaw School District	WA-17-216	100103D	115.46	0.00	(115.46)	0.00	0.00
Enumclaw School District	WA-17-216	100103W	385.46	0.00	(385.46)	0.00	0.00
Ephrata School District	WA-13-165	100103D	513.76	0.00	(645.58)	0.00	(131.82)
Ephrata School District	WA-13-165	100103W	513.76	0.00	(645.58)	0.00	(131.82)
Franklin Pierce School District	WA-27-402	100103D	406.30	0.00	(406.30)	0.00	0.00
Franklin Pierce School District	WA-27-402	100103W	406.30	0.00	(406.30)	0.00	0.00
Kelso School District	WA-08-458	100103D	(53.68)	0.00	(397.58)	0.00	(451.26)
Kelso School District	WA-08-458	100103W	(376.96)	0.00	(74.30)	0.00	(451.26)
Mead School District	WA-32-354	100103D	862.49	0.00	0.00	2,331.35	(1,468.86)
Mead School District	WA-32-354	100103W	862.49	0.00	0.00	2,331.35	(1,468.86)
Medical Lake School District	WA-32-326	100103D	2,491.58	0.00	0.00	91.26	2,400.32
Medical Lake School District	WA-32-326	100103W	1,715.63	0.00	0.00	91.26	1,905.37
Naches Valley School District	WA-39-003	100103D	6.00	0.00	(6.00)	0.00	0.00
Naches Valley School District	WA-39-003	100103W	6.00	0.00	(6.00)	0.00	0.00
Newport School District	WA-26-056	100103D	(71.74)	0.00	(0.64)	233.22	(405.60)
Newport School District	WA-26-056	100103W	(171.74)	0.00	(0.64)	233.22	(405.60)
Nine Mile Falls School District	WA-32-325	100103D	39.64	0.00	(343.84)	81.12	(385.32)
Nine Mile Falls School District	WA-32-325	100103W	(299.01)	0.00	(5.19)	81.12	(385.32)
North Franklin School District	WA-11-051	100103D	(136.90)	0.00	0.00	44.97	(181.87)
North Franklin School District	WA-11-051	100103W	(136.90)	0.00	0.00	44.97	(181.87)
North Thurston Public Schools	WA-34-003	100103D	2,017.12	0.00	(2,017.12)	0.00	0.00
North Thurston Public Schools	WA-34-003	100103W	2,017.12	0.00	(2,017.12)	0.00	0.00
Pasco School District	WA-17-001	100103D	11,165.34	0.00	0.00	1,267.22	9,898.12
Pasco School District	WA-17-001	100103W	12,651.31	0.00	0.00	699.66	11,951.65
Pateros School District	WA-24-022	100103D	254.96	0.00	(315.80)	0.00	(60.84)
Pateros School District	WA-24-022	100103W	254.96	0.00	(315.80)	0.00	(60.84)
Pullman School District	WA-38-007	100103D	207.90	0.00	0.00	70.98	136.92
Pullman School District	WA-38-007	100103W	(68.28)	0.00	0.00	70.98	(139.26)
Rainier School District	WA-23-307	100103D	27.00	0.00	(27.00)	0.00	0.00
Rainier School District	WA-23-307	100103W	27.00	0.00	(27.00)	0.00	0.00
Riverview School District	WA-17-407	100103D	0.14	0.00	(0.14)	0.00	0.00
Riverview School District	WA-17-407	100103W	0.00	0.00	0.00	0.00	0.00
Selah School District	WA-39-119	100103D	98.02	0.00	(98.02)	0.00	0.00
Selah School District	WA-39-119	100103W	0.00	0.00	0.00	0.00	0.00
Shelton School District	WA-23-309	100103D	24.85	0.00	(24.85)	0.00	0.00
Shelton School District	WA-23-309	100103W	24.85	0.00	(24.85)	0.00	0.00
South Kitsap School District	WA-18-402	100103D	(2.44)	0.00	0.00	0.00	(2.44)
South Kitsap School District	WA-18-402	100103W	0.60	0.00	(0.60)	0.00	0.00
Spokane School District	WA-32-081	100103D	(5,082.46)	0.00	13,441.10	12,788.72	(4,430.08)
Spokane School District	WA-32-081	100103W	944.12	0.00	13,441.10	4,197.20	10,188.02
State of Washington - Diversions	WA-0001	100103D	8,667.51	0.00	(8,667.51)	0.00	0.00
State of Washington - Diversions	WA-0001	100103W	8,412.72	0.00	(8,412.72)	0.00	0.00
Sunnyside School District	WA-39-201	100103D	2,181.74	0.00	(2,070.20)	111.54	0.00
Sunnyside School District	WA-39-201	100103W	2,181.74	0.00	(2,070.20)	111.54	0.00
Tenino School District	WA-34-402	100103D	108.00	0.00	(108.00)	0.00	0.00
Tenino School District	WA-34-402	100103W	108.00	0.00	(108.00)	0.00	0.00
Washington General Donated Food Account	WA-0000	100103D	79,463.39	54,000.00	(569.47)	0.00	132,893.92
Washington General Donated Food Account	WA-0000	100103W	89,151.60	54,000.00	(2,833.43)	0.00	140,318.17
West Valley School District (spokane)	WA-32-363	100103D	449.16	0.00	5,602.66	327.12	5,724.70
West Valley School District (spokane)	WA-32-363	100103W	7.34	0.00	6,093.78	0.00	6,101.12
Yakima School District	WA-39-007	100103D	1,027.59	0.00	(1,027.59)	0.00	0.00
Yakima School District	WA-39-007	100103W	78.75	0.00	(78.75)	0.00	0.00



January 1, 2022

Dear Valued Customer:

RE: HACCP Request

All Pilgrim's Pride Corporation's poultry processing locations are inspected by the United States Department of Agriculture Food Safety Inspection Service (USDA FSIS), and are in compliance with all applicable parts of Title 9 of the Code of Federal Regulations. This includes a validated HACCP (Hazard Analysis and Critical Control Points) program, SSOP (Sanitation Standard Operating Procedures), and all other programs necessary to ensure regulatory compliance.

In regard to your request for a copy of our programs, please note that all HACCP programs are confidential, proprietary, and trade secret. In our discussion with legal counsel, it has been determined that copying or sharing confidential records exposes the company to the Freedom of Information Act (FOIA). Not holding these documents in a confidential manner opens all confidential records (including all customer business records) to FOIA action. These documents are essential to the continued operation of our business. Therefore, company policy states that copies of these documents cannot be made. The only exception is the regulatory requirement stated in 9 CFR 417.5(f) which requires access to these documents and the ability to make copies by program employees of the USDA FSIS.

If the establishment did not have a HACCP or SSOP plan that meets the regulatory requirements, this would be considered a Basic HACCP systems failure, and would require the USDA FSIS regulatory personnel to withhold inspection until such time that the plan meets the regulatory requirements. The HACCP plans at our processing facilities fall under the following FSIS production categories:

- Slaughter
- Raw Not Ground
- Raw Ground
- Heat Treated, Not Fully Cooked, Not Shelf Stable
- Fully Cooked, Not Shelf Stable

Our establishments' HACCP plans have gone through a several reassessments since the 1997 introduction. The HACCP plans are reviewed at least annually, and are updated as process changes significant to the production of wholesome product occur. These plans also undergo numerous internal and external audits throughout the year. Additionally, the HACCP plans are signed and dated by the responsible establishment official at each location and the following are the general parts of each facility's HACCP program:

- Signature Page
- Product Description
- Flow Chart
- Hazard Analysis
- HACCP Plan Master Sheets

Again, we acknowledge and understand our customer's concerns with regard to review of HACCP plans. Please note that our HACCP and SSOP plans are open to review at the official establishment for our customers at any time.

Best Regards,

Food Safety & Quality Assurance

Toll Free 800-321-1470
www.pilgrims.com

1770 Promontory Circle
Greeley, CO 80634-9039 USA



1770 Promontory Circle
Greeley, CO 80634
(970) 506-8000

SY22/23

RE: Experience and Capabilities

For more than 60 years, Pilgrim's (encompassing our traditional Gold Kist brand and adding exciting new brands) has served up high-quality chicken products for schools. We offer solutions that meet national nutrition guidelines and satisfy hungry students, from traditional breaded favorites to on-trend and specialty items. We're committed to providing the best chicken products along with the support you need to create a successful meal program. At Pilgrim's, we work tirelessly to earn your trust, ensuring that students love—and parents approve of—the products we deliver.

Pilgrim's has been an active participant in the National School Lunch Program for almost 30 years. We currently work with over 4500 school districts nationally and process U.S.D.A. commodities in 41 states. We supply over 100 Million pounds of commodity processed chicken and commercial products for schools.

Pilgrim's has processed USDA commodity poultry longer than any other poultry supplier in the program and is the second-largest supplier of poultry to the School Lunch Program and School Breakfast Program.

The majority of our items are available for both commodity and commercial purchases. Within this bid, individual SKU Fact Sheets will be provided by SKU to represent nutritional value, portion size, and net case weight. All products were designed to meet the Calorie, Sodium, and (Saturated) Fat nutritional requirements in the HHFKA and are included on the Fact Sheets. All products are whole-grain rich and meet the M/MA and Grain requirements. For all Pilgrim's products, our poultry is raised in the USA and processed in the USA. All products are processed at one of four plants within the Pilgrim's network of prepared foods facilities with full USDA grading on site. Pilgrim's bids on all USDA solicitations to supply our own freshly processed poultry to our prepared food plants to create these school commodity products.

Our experienced School Foodservice personnel have extensive knowledge and are dedicated to serving and managing School Foodservice contracts. Our expert team will work directly with your purchasing department to manage the Bulk USDA Commodities contract as awarded. All personnel resources listed below will support this contract in primary, secondary, and back-up roles.

Cheri Schneider – K12 & USDA Category Director

Cell/Office: (970) 506-7717

Cheri.Schneider@pilgrims.com

Quincy Wiley - Sr. Director of Sales-School Team, Sales

Cell/Office: (913) 522-7230

Quincy.Wiley@pilgrims.com

Kristy Harding – K12 Regional Manager-West

Cell/Office: (623) 363-4298

Kristy.Harding@pilgrims.com

Maggie Yarber – K-12 Account Manager

Cell/Office: (970) 506-7452

Maggie.yarber@pilgrims.com

Shellie Lilly - Contract Manager

Cell/Office: (970) 214-9105

Shellie.Lilly@pilgrims.com

We would consider it an honor to serve your students for the 2020-2021 school year. Your business is very important to us and we hope to satisfy your students on a much broader scale.

Thank you for your consideration and the opportunity to serve your Child Nutrition needs.

Shellie Lilly
Pilgrim's Pride Corporation
1770 Promontory Circle
Greeley, CO 80634
Shellie.Lilly@pilgrims.com
goldkist@pilgrims.com



Pilgrim's Pride Corp.
School Foodservice
1770 Promontory Circle,
Greeley, CO 80634-9039



NorthWest Region References:

Puget Sound Joint Purchasing Cooperative
2661 N. Pearl St. #139
Tacoma, Washington 98407
Lincoln Pierce/ Executive Director
253-405-5886
Lincoln.pierce@pugetsoundcoop.org
Estimated # = 223,000

Beaverton School District
18640 NW Walker Rd. Suite 1400
Beaverton, Oregon 97006
Kelsie Dunn/MS RDN Nutrition Services Program Supervisor
503-356-3971
Kelsie_dunn@beaverton.k12.or.us
Estimated # = 34,830

Brighton School District
630 S. 8th Ave.
Brighton, CO 80601
Tony Jorstad RD/Nutrition Services Director
303-655-2985
tjorstad@sd27j.net
Estimated # = 73,110

Davis School District
Freeport West, Building G-4 P.O. Box 160485
Clearfield, Utah 84016-0485
Jill Johnson/ Purchasing Specialist
801-402-7655
jjohnson@dmail.net
Estimated # = 198,150

Salt Lake City School District
995 W. Beardsley Place
Salt Lake City, UT 84119
Brianna Hardisty, Registered Dietitian Child Nutrition
801-974-8380
Brianna.hardisty@slcschools.org
Estimated # = 31,000



1770 Promontory Circle
Greeley, CO 80634
(970) 506-8000

Hold/Recall Contact Information

PROCESSOR HOLD AND RECALL CONTACT INFORMATION

Name of Processor: Pilgrim's Pride Corporation

Primary Contact

Name: Kristy Harding

Office Telephone Number: N/A

Mobile Telephone Number: (623) 363-4298

Fax Number: N/A

Email Address: Kristy.Harding@pilgrims.com

Back-up Contact

Name: Cheri Schneider

Office Telephone Number: 970-506-7717

Mobile Telephone Number: 970-217-8093

Fax Number: N/A

Email Address: cheri.schneider@pilgrims.com

Overview of Recall Procedure SY21/22

Purpose

To implement a policy on recall, withdrawal, and stock recoveries to ensure that when these actions are warranted, implementation will be accomplished with maximum concern for public welfare, as quickly and effectively as possible, and with minimum consequences to the Corporation.

Classifications

- **Recall classification** – The numerical designation, i.e., I, II, or III, assigned by the FSIS Recall Management Division to a particular product recall to indicate the relative degree of health hazard presented by the product being recalled.
- **Recall Strategy** – A planned specific course of action to be taken in conducting a specific recall, which addresses the depth of recall, need for public warnings, and extent of effectiveness checks for the recall
- **Recall - Class I** – This is a health-hazard situation where there is a reasonable probability that the use of the product will cause serious, adverse health consequences or death. Examples of a Class I recall include the presence of pathogens in ready-to-eat meat or poultry products, or the presence of E. coli O157:H7 or non-O157 Shiga toxin-producing E. coli (STECs) in raw ground beef
- **Recall - Class II** – This is a health-hazard situation where there is a remote probability of adverse health consequences from the use of the product. An example of a Class II recall is a recall because of the presence in a product of very small amounts of undeclared allergens typically associated with milder human reactions, e.g., wheat.
- **Recall - Class III** – This is a situation where the use of the product will not cause adverse health consequences. An example of a Class III recall is the presence of undeclared, generally recognized as safe, non-allergenic substances, such as excess water in meat or poultry products.
- **Market Withdrawal** – A firm's removal or correction, on its own initiative, of a distributed product that involves a minor company quality program or regulatory program infraction that would not result in the product being adulterated or misbranded. For example, product does not meet company quality standards because of discoloration.
- **Stock recovery** – A firm's removal or correction of product that has not been marketed or that has not left the direct control of the firm. For example, product is located on the premises owned by the producing firm or under its control.

Recall Committee

The corporate committee will be convened which is made up of the following team members, at a minimum:

- SVP of Food Safety and Quality Assurance (who will be the acting Chairman of the Recall Committee, unless otherwise specified)
- Corporate Communications
- Executive Vice President
- Business Unit Heads (based on reporting structure of plant(s) affected)
- Supply Chain & Inventory Control
- Operations Support

Procedure

- A complaint or investigation is received which classifies as a Class I, II, or III Recall, product withdrawal or stock recovery.
- SVP of Food Safety and Quality Assurance will validate the concern and if necessary activate the Recall Committee. The Recall Committee will then review the regulatory requirements and determine the appropriate steps to be taken in relation to the severity of the situation.
- The Plant QA Manager, Accounting Manager, and Operations Manager will gather applicable documents related to the dates of production if needed.
- The dates of shipment and arrival will be determined.
- The suspect product will be tracked to the first external customer.
- In the event of a product recall, the appropriate Regulatory Agencies will be notified within any applicable time frame requirements, in addition to the Customer Recall Contact.
- In the event of a market withdrawal, only the Customer Recall Contact will be notified.
- The customer will be given all pertinent information by the appropriate salesperson or CSR. The customer will be responsible for gathering, isolating, and tagging all affected products at their location.
- The Transportation Department will arrange transportation of affected product back to the plant or a suitable distribution center.
- Once affected products are returned to the plant or distribution center, they will be isolated and tagged awaiting disposition. This is the responsibility of the QA Manager or designee.
- Disposition of products will be determined by the Recall Committee and other key members of management.
- A follow-up to the Customer Recall Contact will be performed once a resolution has been determined.
- Management will assure the disposition process is properly handled, as instructed by the Recall Committee
- The recall will be considered closed when the company receives the letter from the USDA FSIS Recall Management Staff stating that the recall is complete.





SY 22/23

Dear Valued Customer:

RE: Buy American Provision

We certify that the Pilgrim's products outlined below have been processed in the United States of America. These products contain over 51% of its agricultural food component, by weight or volume, from the U.S.A.

SKU	Description	% USA
1230	Diced 1/2" White and Dark Chicken Meat	86
1250	Fajita Chicken Strips	86
1260	Dark Chiken Strips	87
7516	WG Breaded Chiken Breast Fillet	88
7517	WG Hot and Spicy Breaded Chicken Breast Fillet	88
7518	WG Breaded Breaded Chiken Breast Chunks	88
110452	WG Large Popcorn Style Chicken	89
110458	WG Large Popcorn Style Dark Chicken	89
615300	CN WG Homestyle Brd Chicken Nuggets w/ISP	80
625300	WG Homestyle Breaded Chicken Strips	80
665400	WG Homestyle Breaded Chicken Patties	80

We appreciate your partnership. Should you have any questions on this confirmation, please reach out to your Pilgrim's sales associate for further details.

Best Regards,

Food Safety & Quality Assurance

Pilgrim's Pride

SPOKANE PUBLIC SCHOOL DISTRICT 81			VENDOR RESPONSE INFORMATION			
PROCESSING with USDA CHICKEN			VENDOR NAME:	Pilgrim's Pride Corporation		
Section IV - NET OFF INVOICE			VENDOR REPRESENTATIVE:	Shellie Lilly / Contract Manager		
LINE ITEM	ESTIMATED NEED IN CASES	DESCRIPTION	PRODUCT INFO	VALUE	PRODUCT INFO	VALUE
SAMPLE	750	CHICKEN NUGGETS, TRADITIONAL WHOLE GRAIN BREADED	TOTAL CASE WEIGHT (IN POUNDS)	30.00	SERVINGS PER CASE	158.00
			TOTAL CALORIES PER SERVING	180	SERVING SIZE (IN OUNCES - SERVINGS PER CASE / CASE WEIGHT)	3.04
			TOTAL % FAT PER SERVING	50	USDA DONATED CHICKEN VALUE NEEDED TO PRODUCE ONE CASE (IN POUNDS)	26.25
			TOTAL FAT PER SERVING (IN GRAMS)	10	GROSS CASE WEIGHT (IN POUNDS)	29.50
			SODIUM PER SERVING (IN MILLIGRAMS)	535	GROSS CASE COST	\$ 42.50
			DIETARY FIBER PER SERVING (IN GRAMS)	2	COMMODITY PASS-THROUGH VALUE PER CASE	\$ 31.05
			SOY PROTEIN % PER SERVING	1.50		
			MEAL PATTERN CONTRIBUTION OF MEAT OR MEAT ALTERNATIVE	2.00	NET CASE COST	\$ 11.45
			MEAL PATTERN CONTRIBUTION OF BREAD PER SERVING	1.00	COST PER SERVING (NET CASE COST / SERVINGS PER CASE)	\$ 0.07
			PROVIDE VENDOR CODE FOR THIS ITEM ---->		EXTENDED PRICING (COST PER SERVING X 150 SERVINGS X ESTIMATED USAGE)	\$ 8,152.69
1	375	CHICKEN NUGGETS, TRADITIONAL WHOLE GRAIN BREADED	TOTAL CASE WEIGHT (IN POUNDS)	30.00	SERVINGS PER CASE	156.00
			TOTAL CALORIES PER SERVING	190	SERVING SIZE (IN OUNCES - CASE WEIGHT / SERVINGS PER CASE)	3.04oz/156
			TOTAL % FAT PER SERVING	11.00	USDA DONATED CHICKEN VALUE NEEDED TO PRODUCE ONE CASE (IN POUNDS)	18.08
			TOTAL FAT PER SERVING (IN GRAMS)	9	GROSS CASE WEIGHT (IN POUNDS)	31.87
			SODIUM PER SERVING (IN MILLIGRAMS)	380.00	GROSS CASE COST	\$ 67.22
			DIETARY FIBER PER SERVING (IN GRAMS)	2.00	COMMODITY PASS-THROUGH VALUE PER CASE	\$ 18.03
			SOY PROTEIN % PER SERVING	7		
			MEAL PATTERN CONTRIBUTION OF MEAT OR MEAT ALTERNATIVE	2	NET CASE COST	\$ 49.19
			MEAL PATTERN CONTRIBUTION OF BREAD PER SERVING	1	COST PER SERVING (NET CASE COST / SERVINGS PER CASE)	\$ 0.32
			PROVIDE VENDOR CODE FOR THIS ITEM ---->	615300	EXTENDED PRICING (COST PER SERVING X 150 SERVINGS X ESTIMATED USAGE)	\$ 17,736.78

SPOKANE PUBLIC SCHOOL DISTRICT 81			VENDOR RESPONSE INFORMATION			
PROCESSING with USDA CHICKEN			VENDOR NAME:	Pilgrim's Pride Corporation		
Section IV - NET OFF INVOICE			VENDOR REPRESENTATIVE:	Shellie Lilly / Contract Manager		
LINE ITEM	ESTIMATED NEED IN CASES	DESCRIPTION	PRODUCT INFO	VALUE	PRODUCT INFO	VALUE
3	150	CHICKEN TENDERS, WHOLE GRAIN BREADED ~3 CN WHOLE GRAIN BREADED COOKED CHICKEN STRIPS PER PORTION AT ~1.0 OUNCES PER STRIP. TO PROVIDE 2 OUNCES MEAT/MEAT ALTERNATE AND 1 GRAIN SERVING FOR CHILD NUTRITION MEAL PATTERN REQUIREMENTS. 2 GRAMS OF DIETARY FIBER, ZERO GRAMS TRANS FAT, USDA DRAWDOWN FOR THIS PRODUCT MUST BE NATURALLY PROPORTIONED WHITE AND DARK MEAT. PILGRIMS 625300 OR TYSON 10703340928 OR APPROVED	TOTAL CASE WEIGHT (IN POUNDS) TOTAL CALORIES PER SERVING TOTAL % FAT PER SERVING TOTAL FAT PER SERVING (IN GRAMS) SODIUM PER SERVING (IN MILLIGRAMS) DIETARY FIBER PER SERVING (IN GRAMS) SOY PROTEIN % PER SERVING MEAL PATTERN CONTRIBUTION OF MEAT OR MEAT ALTERNATIVE MEAL PATTERN CONTRIBUTION OF BREAD PER SERVING	30.00 190 11.00 9 380.00 2.00 7 2 1	SERVINGS PER CASE SERVING SIZE (IN OUNCES - CASE WEIGHT / SERVINGS PER CASE) USDA DONATED CHICKEN VALUE NEEDED TO PRODUCE ONE CASE (IN POUNDS) GROSS CASE WEIGHT (IN POUNDS) GROSS CASE COST COMMODITY PASS-THROUGH VALUE PER CASE NET CASE COST COST PER SERVING (NET CASE COST / SERVINGS PER CASE) EXTENDED PRICING (COST PER SERVING X 96 SERVINGS X ESTIMATED USAGE)	156.00 3.06oz/156 18.08 31.95 78.28 18.03 \$ 60.25 \$ 0.39 \$ 5,561.54
4	500	CHICKEN, POPCORN STYLE WHOLE GRAIN BREADED ~14 CN BREADED FULLY COOKED POPCORN STYLE CHICKEN PER PORTION AT ~0.25 OUNCES PER PIECE. TO PROVIDE 2 OUNCES MEAT/MEAT ALTERNATE AND 1 GRAIN SERVING FOR CHILD NUTRITION MEAL PATTERN REQUIREMENTS. ZERO GRAMS TRANS FAT, USDA DRAWDOWN FOR THIS PRODUCT MUST BE NATURALLY PROPORTIONED BETWEEN WHITE AND DARK MEAT. PILGRIMS 110452 OR TYSON 10703680928.	TOTAL CASE WEIGHT (IN POUNDS) TOTAL CALORIES PER SERVING TOTAL % FAT PER SERVING TOTAL FAT PER SERVING (IN GRAMS) SODIUM PER SERVING (IN MILLIGRAMS) DIETARY FIBER PER SERVING (IN GRAMS) SOY PROTEIN % PER SERVING MEAL PATTERN CONTRIBUTION OF MEAT OR MEAT ALTERNATIVE MEAL PATTERN CONTRIBUTION OF BREAD PER SERVING	30.00 270 17.00 13 610.00 3.00 0 2 1	SERVINGS PER CASE SERVING SIZE (IN OUNCES - CASE WEIGHT / SERVINGS PER CASE) USDA DONATED CHICKEN VALUE NEEDED TO PRODUCE ONE CASE (IN POUNDS) GROSS CASE WEIGHT (IN POUNDS) GROSS CASE COST COMMODITY PASS-THROUGH VALUE PER CASE NET CASE COST COST PER SERVING (NET CASE COST / SERVINGS PER CASE) EXTENDED PRICING (COST PER SERVING X 96 SERVINGS X ESTIMATED USAGE)	104.00 4.3oz/104 25.70 31.95 72.75 25.62 \$ 47.13 \$ 0.45 \$ 21,752.31

SPOKANE PUBLIC SCHOOL DISTRICT 81			VENDOR RESPONSE INFORMATION			
PROCESSING with USDA CHICKEN			VENDOR NAME:		Pilgrim's Pride Corporation	
Section IV - NET OFF INVOICE			VENDOR REPRESENTATIVE:		Shellee Lilly / Contract Manager	
LINE ITEM	ESTIMATED NEED IN CASES	DESCRIPTION	PRODUCT INFO	VALUE	PRODUCT INFO	VALUE
5A	800	CHICKEN MEAT, FAJITA SEASONED, UNBREADED OVEN ROASTED FULLY COOKED FAJITA FLAVOR MARINATED WHOLE MUSCLE CHICKEN STRIPS. DARK MEAT ONLY, BONELESS AND SKINLESS. PRODUCED FROM YOUNG BROILERS. HEAT APPLIED GRILL MARKS FOR ADDED FLAVOR AND APPEARANCE. WELL-SEASONED WITH A SOUTHWEST FAJITA STYLE SEASONING, CUT INTO NATURAL STRIPS AND IQF FROZEN, AVERAGE SERVING 2.0 TO 3.0 OUNCES TO PROVIDE 2 OUNCES MEAT/MEAT ALTERNATE FOR CHILD NUTRITION MEAL PATTERN REQUIREMENTS, ZERO GRAMS TRANS FAT. PILGRIMS 1260 OR TYSON 10046210928 OR APPROVED.	TOTAL CASE WEIGHT (IN POUNDS)	30.00	SERVINGS PER CASE	194.00
			TOTAL CALORIES PER SERVING	100	SERVING SIZE (IN OUNCES - CASE WEIGHT / SERVINGS PER CASE)	2.47oz/194
			TOTAL % FAT PER SERVING	4.00	USDA DONATED CHICKEN VALUE NEEDED TO PRODUCE ONE CASE (IN POUNDS)	40.91
			TOTAL FAT PER SERVING (IN GRAMS)	4	GROSS CASE WEIGHT (IN POUNDS)	31.73
			SODIUM PER SERVING (IN MILLIGRAMS)	490.00	GROSS CASE COST	\$ 119.31
			DIETARY FIBER PER SERVING (IN GRAMS)	0.00	COMMODITY PASS-THROUGH VALUE PER CASE	\$ 40.79
			SOY PROTEIN % PER SERVING	0		
			MEAL PATTERN CONTRIBUTION OF MEAT OR MEAT ALTERNATIVE	2	NET CASE COST	\$ 78.52
				0	COST PER SERVING (NET CASE COST / SERVINGS PER CASE)	\$ 0.40
			PROVIDE VENDOR CODE FOR THIS ITEM ---->:	1260	EXTENDED PRICING (COST PER SERVING X 96 SERVINGS X ESTIMATED USAGE)	\$ 31,084.21
6	1000	CHICKEN MEAT, DICED OR SHREDED, UNSEASONED FULLY COOKED UNSEASONED, ~1/2" DICED OR SHREDED WHITE AND DARK WHOLE MUSCLE CHICKEN PRODUCED FROM YOUNG BROILERS. PRODUCT TO BE 2.5 TO 3.0 OUNCES PER SERVING TO PROVIDE 2 OUNCES MEAT/MEAT ALTERNATE FOR CHILD NUTRITION MEAL PATTERN REQUIREMENTS, ZERO GRAMS OF TRANS FAT, USDA DRAWDOWN FOR THIS PRODUCT MUST BE EVENLY NATURALLY PROPORTIONED WHITE AND DARK MEAT. PILGRIMS 1230 OR TYSON 10460120928 OR APPROVED	TOTAL CASE WEIGHT (IN POUNDS)	30.00	SERVINGS PER CASE	194.00
			TOTAL CALORIES PER SERVING	90	SERVING SIZE (IN OUNCES - CASE WEIGHT / SERVINGS PER CASE)	2.47oz/194
			TOTAL % FAT PER SERVING	3.00	USDA DONATED CHICKEN VALUE NEEDED TO PRODUCE ONE CASE (IN POUNDS)	32.09
			TOTAL FAT PER SERVING (IN GRAMS)	3	GROSS CASE WEIGHT (IN POUNDS)	31.73
			SODIUM PER SERVING (IN MILLIGRAMS)	290.00	GROSS CASE COST	\$ 104.76
			DIETARY FIBER PER SERVING (IN GRAMS)	0.00	COMMODITY PASS-THROUGH VALUE PER CASE	\$ 31.99
			SOY PROTEIN % PER SERVING	0		
			MEAL PATTERN CONTRIBUTION OF MEAT OR MEAT ALTERNATIVE	2	NET CASE COST	\$ 72.77
			DICED OR SHREDED?	DICED	COST PER SERVING (NET CASE COST / SERVINGS PER CASE)	\$ 0.38
			PROVIDE VENDOR CODE FOR THIS ITEM ---->:	1230	EXTENDED PRICING (COST PER SERVING X 96 SERVINGS X ESTIMATED USAGE)	\$ 36,009.90

SPOKANE PUBLIC SCHOOL DISTRICT 81			VENDOR RESPONSE INFORMATION			
PROCESSING with USDA CHICKEN			VENDOR NAME:	Pilgrim's Pride Corporation		
Section IV - NET OFF INVOICE			VENDOR REPRESENTATIVE:	Shellie Lilly / Contract Manager		
LINE ITEM	ESTIMATED NEED IN CASES	DESCRIPTION	PRODUCT INFO	VALUE	PRODUCT INFO	VALUE
9	25	CHICKEN BREAST SPICY FILETS, BREADED	TOTAL CASE WEIGHT (IN POUNDS)	30.00	SERVINGS PER CASE	120.00
		BREADED FULLY COOKED CHICKEN WHOLE MUSCLE BREAST FILET AT ~2 OUNCES PER FILET. TO PROVIDE 2 OUNCES MEAT/MEAT ALTERNATE AND 1 GRAIN SERVING FOR CHILD NUTRITION MEAL PATTERN REQUIREMENTS. ZERO GRAMS TRANS FAT. PILGRIMS 7517 - OR TYSON 10703120928 OR APPROVED	TOTAL CALORIES PER SERVING	220	SERVING SIZE (IN OUNCES - CASE WEIGHT / SERVINGS PER CASE)	4.0oz/120
			TOTAL % FAT PER SERVING	11.00	USDA DONATED CHICKEN VALUE NEEDED TO PRODUCE ONE CASE (IN POUNDS)	29.71
			TOTAL FAT PER SERVING (IN GRAMS)	8	GROSS CASE WEIGHT (IN POUNDS)	32.02
			SODIUM PER SERVING (IN MILLIGRAMS)	570.00	GROSS CASE COST	\$ 118.14
			DIETARY FIBER PER SERVING (IN GRAMS)	3.00	COMMODITY PASS-THROUGH VALUE PER CASE	\$ 29.62
			SOY PROTEIN % PER SERVING	0		
			MEAL PATTERN CONTRIBUTION OF MEAT OR MEAT ALTERNATIVE	2	NET CASE COST	\$ 88.52
			MEAL PATTERN CONTRIBUTION OF BREAD PER SERVING	1	COST PER SERVING (NET CASE COST / SERVINGS PER CASE)	\$ 0.74
		PROVIDE VENDOR CODE FOR THIS ITEM ---->:	7517		EXTENDED PRICING (COST PER SERVING X 96 SERVINGS X ESTIMATED USAGE)	\$ 1,770.40