



01/07/2021

Massachusetts School Buying Group
Attn: Timothy Goosens, Bid Coordinator

RE: Request For Fee For Service Information and Pricing – Cover Letter

“We’re here to support you in anything you need. To be a part of the solution and work with you as a partner to serve your mission of feeding kids across your school district.”

- Gena Johnson Bumgarner; Vice President of Tyson K-12.

We know Massachusetts School Buying Group has a mission to provide healthy sustainable meals to the world’s next generation. ***We are here to serve your mission!*** Providing versatile products and flexible commodities to enhance school menus, as well as marketing materials and support to drive growth, we are helping districts further success within their programs.

COVID-19 has brought many challenges to your operations as well as manufacturers like us, but we will get through this together! For information on our response to COVID-19 please see the attached document highlighting our efforts ensuring the safety of our team members while keeping the supply strong so customers like you can keep fulfilling your mission!

We believe that marketing and resources, like culinary inspiration, are vital to increasing meal participation and the success of school nutrition programs. Please see the attached **Our Resources** materials which highlight value-added marketing support and resources Tyson has available to **serve your mission**. For specific examples and supporting statistics, please contact your Tyson Regional Sales Manager. As a US-based company, we are proud to operate across multiple states and communities nationwide. Please see the attached **State Profile Form(s)** for details of the impact and support we provide locally in the communities near you.

The enclosed response to your Request For Fee For Service Information and Pricing illustrates our capabilities and desire to work with Massachusetts School Buying Group to provide high quality end products.

Tyson’s Commodities

Per USDA Memo FD-007 dated December 3rd, 2011, non-substitutable commodity 100155 USDA Beef/100154 USDA Beef will only be available via pass thru method of Fee-For-Service or Closed-Sku NOI. There can be NO Commercial sales for these commodities; however, commercial equivalents for these products have been provided.

No Antibiotics Ever & No Artificial Colors, Flavors and Preservatives

As of School Year 2018/2019, all our K-12 commodity poultry products have met the USDA-verified claim of chicken raised with No Antibiotics Ever and No Artificial Ingredients. To grow our clean-label efforts we have decided to better define our approach, and you will start to see the No Artificial Ingredients claim transition to No Artificial Colors, Flavors and Preservatives. You may also see slight changes to ingredient statements during this transition, but we believe meeting this new claim will enhance the product quality while better meeting customer needs.



Serving Average Statement

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

Material Number Change

Tyson has recently completed a system integration by consolidating into one standardized platform. A critical step to consolidation included transitioning all of our Tyson product offerings (including Hillshire and AdvancePierre) to a more uniformly formatted material code.

What this means for you:

- We used the “New Material Code” as our primary code number for each product being bid; however, we have provided a chart listing both the new code and their matching legacy code for your reference. We have also listed our Legacy Product Codes in parentheses on the enclosed pricing pages.
- Our product labels include both the old and the new material code formats in order to afford our districts the opportunity to familiarize themselves with this change.
- Please begin updating your systems to reflect Tyson’s New Material Numbers effective SY20/21.

Please see the attachment entitled “Material Reformatting” for details regarding the changes. It is our intent to make this transition as seamless as possible for our customers.

New Material #	Legacy Material #
10000037600	3760
10000069050	69050
10000013860	3860
10000068050	68050

Delivery Requirements

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

Order Contact	Minimum Shipping Requirements	Invoice to Remit Address	Lead Time	Acceptable Payment Methods
Kristine Williams (Waypoint, Inc.) (610) 877-3305 F: (610) 877-3498 Kristine.Williams@asmwaypoint.com	5,000 lbs Per Drop Location	Tyson Foods, Inc. PO Box 28959 New York, NY 10087-8959	14 Days	Wire Transfer, ACH, Check

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



Product Packets (Nutritional Information)

Product Packets containing all required Nutritional Information have been provided. For products that are not CN labeled, we have provided a signed Product Formulation Statements detailing meal component information.

Force Majeure

Tyson would expect a standard force majeure provision to be incorporated into any definitive agreement with Massachusetts School Buying Group

which would excuse either parties' failure to perform due to circumstances outside of their control such as:

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

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

Charles Boger

[Charles Boger \(Jan 6, 2021 09:21 CST\)](#)

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