



Kenton County School District | It's about ALL kids.

# Issue Paper

**DATE:**

July 22, 2022

**AGENDA ITEM (ACTION ITEM):**

Consider/Approve awarding the Processed Chicken Bid to Gold Creek Foods, LLC, as indicated on the attached tabulation for the period of August 2, 2022, through July 31, 2023, with three optional mutually agreed upon annual renewals.

**APPLICABLE BOARD POLICY:**

Fiscal Management 04.32 AP.1

**HISTORY/BACKGROUND:**

An advertisement was posted to the district website on July 11, 2022, to accept sealed bids for Processed Chicken. Sealed bids were publically opened and read on July 18, 2022. Gold Creek Foods was the only respondent.

**FISCAL/BUDGETARY IMPACT:**

None

**RECOMMENDATION:**

Approval to award the Processed Chicken Bid to Gold Creek Foods, LLC, as indicated on the attached tabulation for the period of August 2, 2022, through July 31, 2023, with three optional mutually agreed upon annual renewals.

**CONTACT PERSON:**

Cinda Roberts, Purchasing Agent

Principal/Administrator

District Administrator

Superintendent

Use this form to submit your request to the Superintendent for items to be added to the Board Meeting Agenda. Principal –complete, print, sign and send to your Director. Director –if approved, sign and put in the Superintendent’s mailbox.

KCS D PROCESSED CHICKEN 2022  
TABULATION

		GOLD CREEK FOODS	
DESCRIPTION	Estimated Annual Qty-Cases	Unit Price per Case	Total Price
Fully Cooked Whole Grain Breast Tenders	1,204	\$60.64	\$73,010.56
Fully Cooked Whole Grain Spicy Breast Tenders	89	\$63.84	\$5,681.76
Fully Cooked Whole Grain Dark Meat Pancake Dippers	443	\$59.68	\$26,438.24
Fully Cooked Raosted Chicken Drumsticks and Thighs	304	\$65.28	\$19,845.12
Fully Cooked Shredded Chicken	26	\$74.56	\$1,938.56
Total			\$126,914.24
Store/Catalog Discount			0%

RECOMMENDATION: Award to Gold Creek Foods.



## THE KENTON COUNTY SCHOOL DISTRICT

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Bid Documents

### **PROCESSED CHICKEN**

Prepared By:  
Cinda Roberts  
Purchasing Agent

BID/RFP No. 27-PC-22

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## INVITATION TO BID

Board of Education of Kenton County, Kentucky  
Equal Opportunity/Affirmative Action Employer

1055 Eaton Dr.  
Ft. Wright, KY 41017  
P: (859) 344-8888 • F: (859) 344-1531

### PROCESSED CHICKEN BID #27-PC-22

The Board of Education of Kenton County, Kentucky (hereinafter called The Board of Education) will receive sealed bids for items and/or services listed herein. You are invited to submit a sealed bid, subject to terms and conditions of this invitation to bid. Please read all instructions and specifications carefully.

**Failure to comply with these instructions shall disqualify your bid.**

#### DELIVERY OF BID

Bids can be mailed or delivered in a sealed envelope marked "PROCESSED CHICKEN", in the lower left hand corner, to:

Kenton County Board of Education  
ATTN: Cinda Roberts, Purchasing Agent  
1055 Eaton Dr.  
Ft. Wright, KY 41017

Bids may also be emailed to: [kenton.purchasing@kenton.kyschools.us](mailto:kenton.purchasing@kenton.kyschools.us), with "PROCESSED CHICKEN" in the subject line.

#### PERIOD OF CONTRACT

The period of the contract will be **August 2, 2022, to July 31, 2023**. If agreed upon by both parties in June of each year, the agreement may be extended annually for up to three (3) additional annual renewals. Prices may be negotiated but may not exceed the percentage change of the Consumer Price Index annualized (from monthly percentage changes) as published on the Bureau of Labor Statistics website.

#### TIME OF BID OPENING

**Bids will be opened on Monday, July 18, 2022, at 2:00 PM EST.**

All bids must be received by the time and date designated in this invitation. None will be considered thereafter.  
**Failure to have bid submitted prior to the bid opening date, will automatically disqualify your bid.**

#### LOCATION OF BID OPENING

Bids will be opened and read in the Purchasing Department at the Kenton County Board of Education. You are invited to view the bid opening.

#### BID AWARD

**Bid will be awarded at the board meeting held on August 2, 2022.**

Contract(s) may be awarded to the lowest and/or the best evaluated bidder(s) meeting all specifications and conditions and are subject to all other provisions of this invitation to bid. Contracts may be awarded on an item, group or total basis; whichever is deemed to be in the best interest of The Board of Education.

## KRS 45A.455 CONFLICT OF INTEREST – GRATUITIES AND KICKBACKS

1. It shall be breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract, or subcontract, and any solicitation or proposal therefor, in which to his knowledge:
  - a. He or any member of his immediate family has a financial interest therein; or
  - b. A business or organization in which he or any member of his, or employee, is a party; or
  - c. Any other person, business, or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.
2. It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefor.
3. It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of subcontract or order.
4. The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefor.
5. It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated person gain of any other person

## KRS 45A.990 PENALTIES

1. Any employee or any official of The Board of Education of Kenton County, Kentucky, elective, or appointive, who shall take, receive, or offer to take or receive, either directly or indirectly, any rebate, percentage of contract, money, or other things of value, as an inducement or intended inducement, in the procurement of business, or the giving of business, for, or to, or from, any person, partnership, firm, or corporation, offering, bidding for, or in open market seeking to make sales to The Board of Education of Kenton County, Kentucky shall be deemed guilty of a **Class C felony**.
2. Every person, firm, or corporation offering to make, or pay, or give, any rebate, percentage of contract, money or any other thing of value, as an inducement or intended inducement, in the procurement of business, or the giving of business, to any employee or to any official of The Board of Education of Kenton County, Kentucky, elective or appointive, in his efforts to bid for, or offer for sale, or to seek in the open market, shall be deemed guilty of a **Class C felony**.

**GENERAL BID INSTRUCTIONS AND CONDITIONS  
(PLEASE READ CAREFULLY)**

**A. ACCEPTANCE OF BIDS**

The Board of Education reserves the right to accept any bid, to reject any or all bids, to waive any irregularities or informalities in bids received where such acceptance, rejection or waiver is considered to be in its best interest. The Board of Education also reserves the right to reject any bid where evidence or information submitted by the bidder does not provide satisfactory proof that the bidder is qualified to carry out the details of the contract.

**B. BID DOCUMENTS**

Bid forms are provided with this "Invitation to Bid". All proposals shall be submitted on the "Bid Form".

**C. SPECIFICATIONS**

Specifications are attached and are part of this proposal. All materials or services furnished must be in conformity with the specifications and will be subject to inspection and approval by the Procurement Coordinator. The right is reserved to reject and return at the risk and expense of the supplier, any item that may be defective or fail to comply with these specifications.

It is important that each person submitting a bid follow carefully the specifications detailed herein. The bidder is instructed to complete all blanks and spaces where information concerning any items is requested. Only items meeting the requirements are to be quoted on the regular bid form.

The Board of Education reserves the right to waive compliance of any material or services with any particular specification where such waiver is considered to be in its best interest, including but not limited to cases where such waiver is necessary due to technical errors or inconsistencies in the preparation of such specifications.

**D. KENTUCKY MODEL PROCUREMENT CODE (KRS CHAPTER 45A)**

The Kentucky Model Procurement Code (KRS 45A), adopted by the Board of Education, shall be deemed incorporated by reference in these specifications as though fully quoted herein. In the event of any conflict between this invitation to bid and the Kentucky Model Procurement Code Regulations, the Kentucky Model Procurement Code Regulations shall control.

**E. PERFORMANCE BOND**

The Board of Education reserves the right to determine the ability of any bidder to perform the work and any bidder shall, upon request, furnish such information as may be necessary to determine such ability, including performance bond, if requested.

**F. FORCE MAJEURE**

Except for the obligation to make payment, any delay in or failure of performance by either party to this contract shall not constitute a default under this contract nor give rise to any claim for damage, cost or expense if and to the extent such delay or failure is caused by an act of God, flood, fire, earthquake, or explosion, war, invasion, hostilities, terrorist threats or acts, riot or civil unrest, government order or law, actions, embargoes or blockades, national or regional emergency, or other similar event beyond the control of the performing party. Notwithstanding the foregoing, a party that is delayed in or prevented from performing for any reason shall promptly notify the other party in writing of the reason for the non-performance.

**G. PENALTIES**

In case of default by the vendor, the Board of Education may procure the articles or services from other sources and may deduct from any unpaid balance due the vendor the amount of the excess cost so paid, and the price paid shall be considered the prevailing market price at the time such purchase is made.

**H. TAXES**

Kenton County School's tax exempt status applies in accordance with revenue policy 51P370 P370 revised 060183 and in accordance with 103 KAR 26:070. A state sales tax exempt certificate upon request shall be provided to the awarded bidder.

**I. BRAND NAMES**

The brand or trade name, manufacturer's name, and/or catalog number must be listed in the column provided. If bidder fails to indicate brand or trade name, where requested, the item and bid may be disqualified.

**J. I.R.S. W-9 FORM**

All Awarded Bidders as a result of this Invitation to Bid shall submit a completed IRS W-9 Form within ten (10) business days of the Bid Award Notification.

**K. PRODUCT EVALUATION**

Items will be disqualified that do not meet specifications or the accepted equal. If a product is purchased and it is later established that said product fails to comply with these specifications and conditions, the item will be rejected and returned to the supplier at the supplier's expense. No item shall be considered satisfactory that does not conform to our usual accepted methods, use, application,

storage, handling and delivery. The decision concerning the satisfactory use and performance of any item on this bid shall be that of the Educational and Business Staff of the Board of Education.

**L. NON-DISCRIMINATION**

During the performance of this Contract, the Seller agrees as follows:

- The Seller shall not discriminate against any employee, applicant or subcontractor because of age, color, creed, handicap condition, marital or parental status, nation origin, race, sex, veteran status or political opinion or affiliation. The Seller shall take affirmative action to ensure that applicants are employed without regard to their age, color, creed, handicap condition, marital or parental status, national origin, race, sex, veteran status, or political opinion or affiliation. Such action shall include, although not limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Seller agrees to post in conspicuous place notices setting forth the provisions of the Equal Opportunity clause.
- The Seller shall in all solicitations and/or advertisements for employees placed by or on behalf of the Seller state that all qualified applications shall receive consideration for employment with regard to age, color, creed, handicap condition, marital or parental status, national origin, race, sex, veteran status or political opinion or affiliation.
- The Seller shall cause any subcontractor engaged to perform any services required by this contract to include this Equal Opportunity clause in all solicitations, advertisements and employment practices it shall perform.

**M. DELIVERY**

The Contractor agrees to furnish and deliver the items within the terms of the contract as the Purchasing Agent may prescribe.

All costs for delivery, including drayage and freight, and for the packaging of said articles are to be borne by the bidder, and must be included in your bid prices.

If during the period of the contract, it is necessary that the Purchasing Agent place toll or long distance telephone calls in connection therewith (for complaints, adjustment, shortages, failures to deliver, etc.) it is understood that the vendor will bear the charge of expense for all such calls.

**N. SAMPLES AND/OR DESCRIPTIVE LITERATURE**

Samples may be required to assist in making decisions for awarding of contracts. The samples must be furnished by the time and date specified for bid opening. Failure to furnish samples may disqualify any bid.

Samples shall be representative of items on which the bid is submitted and will be checked as deemed necessary by the Board of Education for compliance with specifications outlined herein. Samples are to be properly marked for identification and they must indicate the supplier's name and the corresponding item number as shown in the invitation to bid. Samples are to be mailed or delivered to Jenny Weis, Purchasing Coordinator, Kenton County Board of Education, 1055 Eaton Drive, Fort Wright, Kentucky 41017.

If samples are required, and they are not claimed, the samples will become the property of the Board of Education.

All samples are to be furnished without cost to the Board of Education with the right reserved to mutilate, consume or destroy such samples if considered necessary for testing purposes.

**O. DESCRIPTIVE LITERATURE AND/OR MANUFACTURER'S SPECIFICATIONS**

The Board of Education reserves the right to waive any discrepancies or inconsistencies between the submitted manufacturer's descriptive literature and/or specifications and the requirements of this invitation to bid, if; (1) the bidder actually submits a sample which conforms to all material requirements of this invitation to bid; or (2) the bidder certifies to the Board of Education that the bidder can actually supply products which conform to all material requirements of this invitation to bid.

NOTE: Descriptive literature and/or manufacturer's specifications should not be submitted unless expressly requested.

**P. K.O.S.H.A STANDARDS AND HAZARD COMMUNICATION STANDARD 1910.1200**

If applicable, all materials and services must meet or exceed K.O.S.H.A. (Kentucky Occupations & Safety Health Act) Standards, and must comply with the Hazard Communications Standard 190.1200 of the Occupational Safety & Health Administration.

**Q. OR EQUAL CLAUSE**

Whenever, in any of the contract documents, an article, materials or equipment are described by use of a proprietary product or by using the name of a manufacturer or vendor, the term "or equal", if not inserted, is implied.

The use of a specific article or manufacturer's name shall be construed as an indication of the type of equipment, design, general construction, quality and finish. Such use shall not be construed as limiting or excluding any manufacturer's product of comparable quality, design and efficiency.

**R. BIDS**

Businesses that fail to respond to invitations for bid or notices of availability on two (2) consecutive procurements of similar items may be removed from the applicable bidder mailing list.

The Purchasing Department will make tabulations and each qualified bidder will be mailed a formal tabulation after the Board of Education has taken official action. The Board of Education meetings are normally held on the third Monday of each month. Bidders are requested not to call the Purchasing Office for a tabulation of the bids.

Any bids received after scheduled time of opening will not be opened.

No bid can be corrected or altered or signed after being opened. The Board of Education shall not be responsible for errors or omissions on the part of bidders in the creation of their bids. Any bids received unsigned shall be rejected.

All regular bids must be submitted in accordance with specifications on the bid form supplied with this invitation. The submission of a bid on the bid form certifies that the product meets any and all specifications except as noted on such form.

**S. PRICES**

All prices quoted by the various bidders must be firm for a maximum period of sixty (60) days to allow acceptance by the Board of Education. If awarded the contract, the prices shall then be firm for the time period that is indicated under "Period of Contract".

All prices and quotations must be in ink or typewritten. No pencil figures will be permitted. Mistakes are to be crossed out with correction inserted adjacent thereto and initialed by person signing the bid. Also, corrections made with correction tape or fluid are to be initialed.

Quote on each item separately. Prices must be stated in units specified herein.

Bids that have clerical errors or irregularities are subject to correction only with concurrence with the Purchasing Agent. Unit prices should be listed, extended, and totaled. Should errors exist in the extended price, the unit price will prevail.

**T. SUBSTITUTIONS**

If during the period of the contract, a vendor finds it necessary to make substitutions, they must obtain prior approval from Cinda Roberts, Procurement Agent.

**U. REQUIREMENTS**

- All deliveries must be complete within seven (7) days from receipt of purchase order unless otherwise stated in the bid specifications and conditions. The vendor must furnish invoices as follows:
- One (1) copy to the warehouse with material at time of delivery.
- One (1) copy of invoice to the [paula.hauck@kenton.kyschools.us](mailto:paula.hauck@kenton.kyschools.us) along with a signed delivery receipt as proof of delivery.
- No more than one (1) back order or partial delivery may be allowed on these items, unless otherwise stated herein. Ship complete within sixty (60) days or cancel.
- All deliveries must be made to the location indicated on the purchase order and signed for by a responsible Board Official. Signatures of custodial or maintenance personnel are not acceptable.
- All invoices must show the purchase order number, date of delivery, name of location and a list of items delivered by item name.

**V. OTHER CONDITIONS**

All blanks and information requested are to be completed on the Bid Form in order to qualify your bid.

The Board of Education reserves the right to make multiple awards to two or more companies on the same item where more than one standard of quality is desired.

Do not bid any special groupings other than those listed herein.

**W. HOLD HARMLESS**

Vendor agrees to indemnify and save The Kenton County School District harmless from claims for death or injury to Vendor's personnel arising while such personnel are on premises owned or controlled by The Kenton County School District in connection with the performance of this order, and Vendor shall maintain Worker's Compensation Insurance and Employees Liability Insurance in the minimum amount of one hundred thousand (\$100,000) dollars (unless otherwise specified within contract) covering all such personnel while on Kenton County School's premises.

**X. CRIMINAL HISTORY VERIFICATION**

The successful bidder certifies that a criminal history background check has been performed on all employees that may come into contact with Kenton County Schools Students. Please note that any employees with the following offenses will not be permitted to have any contact with our students: Sex-related offense convictions; Convictions against minors; Felony offense convictions against persons or property; Alcohol violation convictions within two (2) years from date of check, and no more than two (2) such offense



convictions in total; Drug related offense convictions; Deadly weapon-related offense convictions; A pattern of irresponsible behavior, based upon the background check.

**Y. GOVERNING LAW**

The validity, performance, construction, interpretation and effect of any/all purchases shall be governed by the laws of the State of Kentucky. The Kenton County School District operates within Kentucky Model Procurement Code Chapter 45A which applies to any/all purchases. The Kenton County School District and the Vendor shall agree to submit themselves to the exclusive jurisdiction of the courts located within Kenton County, Kentucky in connection with any cause of action arising from any/all purchases.

**Z. RECIPROCAL PREFERENCE**

In accordance with 200 KAR 5:400 - ALL BIDDERS must complete the attached "REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS CLAIMING RESIDENT BIDDER STATUS" and include this completed form with the bid submittal. If the non-resident bidder is from a state which gives a preference to its own resident bidders/vendors, but not to Kentucky vendors the Kentucky resident bidder gets a preference on the Kentucky bid opportunity equivalent to the preference given in the non-resident bidder's home state to that state's resident bidder.

**AA. LEGAL AND CONTRACTUAL REMEDIES**

Any actual or prospective bidder, offeror or contractor who is aggrieved in connection with the solicitation of an award of a contract may protest to the Purchasing Agent or the Superintendent, as the case shall require. The protest shall be submitted in writing, within fourteen (14) days after such aggrieved person knows, or should have known, of the facts giving rise thereto. Either the Purchasing Agent or the Superintendent, as the case may require, shall have the authority to settle and resolve a protest of any aggrieved bidder, offeror or contractor, actual or prospective, concerning the solicitation or award of a contract. The authority shall be exercised in accordance with these regulations and may be supplemented by regulations promulgated by the respective designee's office.

If the protest is not resolved by mutual agreement, either the Purchasing Agent or the Superintendent shall promptly issue a decision in writing. The decision shall state the reason for the action taken, and inform the protestant of its right to administrative review.

A copy of the decision shall be mailed or otherwise furnished immediately to the protestant and any other party intervening. A decision shall be final and conclusive, unless modified pursuant to these regulations. In the event of a timely protest, the Board shall not proceed further with the solicitation or with the award of the contract until the Purchasing Agent and the Superintendent enter into consultation, and thereafter make a written determination that the award of the contract, without delay, is necessary to protect the substantial interest of the Board. In addition to any other relief, when a protest is sustained and the protesting bidder or offeror should have been awarded the contract under the solicitation but is not, then the protesting bidder or offeror shall be entitled to the reasonable costs incurred in connection with the solicitation, including the bid preparation costs, other than attorney's fees or profit.

The decision of the Superintendent or his designee shall be final and conclusive, unless determined by a court of competent jurisdiction to have been fraudulent or clearly arbitrary and capricious or contrary to law.

**BB. LOBBYING**

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification pursuant to Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The following clause is suggested, but not mandatory.

The Contractor will comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and the New Restrictions on Lobbying and has signed and attached to this agreement the Certificate Regarding Lobbying and, if applicable, the Disclosure of Lobbying Activities (Forms SF-LLL) and annually will sign and submit a certificate, if applicable, Form SF-LLL to the The Kenton County School District.

**CC. CORRECTIVE ACTION REQUEST (C.A.R.)**

When an incident occurs with a contracted vendor that The Kenton County School District deems unacceptable, The Kenton County School District may issue a Corrective Action Request (C.A.R.) to the vendor.

The procedure is as follows:

- The Kenton County School District's Purchasing Department will issue a written C.A.R. to the vendor in question detailing the incident, problem, and/or issue(s) relating to the contract. This letter may be sent to vendor via certified mail.
- The vendor may have up to two (2) weeks from the date of issue to respond to Kenton County Schools in writing.
- The Kenton County Purchasing Department will review the vendor's response, evaluate it, and determine whether or not the proposed solution is suitable to Kenton County Schools.
- Once the written response received from the vendor is deemed suitable by Kenton County Schools' Purchasing Department, Kenton County Schools will issue a C.A.R. - Response detailing the action proposed by the vendor and agreed upon by Kenton County Schools.
- If Kenton County Schools' Purchasing Department does not receive a response from the vendor, the contract shall be dissolved and considered null and void. In addition, the Bidder may not bid on future contracts for three (3) years.

- If the written response received from the vendor is deemed unsuitable by Kenton County Schools' Purchasing Department, Kenton County Schools will issue a C.A.R. - Response defining what action will be taken. Kenton County Schools may revoke the contract and refuse potential bids from the vendor until such a time is deemed suitable by Kenton County Schools.
- Please refer to this policy on page 8 of Purchasing Procedures and Guidelines as published on the Kenton County Board of Education's website: <https://www.kenton.k12.ky.us/Content2/294>

**DD. CLEAN AIR/CLEAN WATER**

For contracts and sub-grants of amounts in excess of \$150,000, your contract must include a clause requiring the contractor to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-.7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and the contractor must agree to report all violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the USDA and the appropriate EPA Regional Office.
- The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251 et seq. The Contractor agrees to report each violation to the USDA and the appropriate EPA Regional Office.

**EE. SUSPENSION AND DEBARMENT**

Grantees, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required

The Contractor understands that a contract award (see 2 CUR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

*The certification in this clause is a material representation of fact relied upon by The Kenton County School District. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to The Kenton County School District, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 CER 180 .220 while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.*

**FF. LOBBYING**

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification pursuant to Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The following clause is suggested, but not mandatory.

The Contractor will comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and the New Restrictions on Lobbying and has signed and attached to this agreement the Certificate Regarding Lobbying and, if applicable, the Disclosure of Lobbying Activities (Forms SF-LLL) and annually will sign and submit a certificate, if applicable, Form SF-LLL to The Kenton County School District.

**GG. BUY AMERICAN**

The Buy American provision was added to the National School Lunch Act (NSLA) by Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336). Section 12(n) to the NSLA (42 USC 1160(n)), requiring school food authorities (SFA5) to purchase, to the maximum extent practicable, domestic commodity or product.

- "Domestic Commodity or Producer are defined as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States.

"Substantial" means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically.

Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States.

The Buy American provision (7 CFR Part 210.21(d)) is one of the procurement standards SFAs must comply with when purchasing commercial food products served in the school meals programs.



Buy American: Schools participating in the federal school meal programs are required to purchase domestic commodities and products for school meals to the maximum extent practicable. Domestic commodity or product means an agricultural commodity that is produced in the US and a food product that is processed in the US substantially (at least 51 percent) using agricultural commodities that are produced in the US.

Federal regulations require that all foods purchased for Child Nutrition Program be of domestic origin to the maximum extent practicable. While rare, two (2) exceptions may exist when:

1. The product is not produced or manufactured in the US in sufficient, reasonable and available quantities of a satisfactory quality, such as bananas and pineapple; and
2. Competitive proposals reveal the cost of a domestic product is significantly higher than a non-domestic product.

ALL products that are normally purchased by Distributor as non-domestic and proposed as part of this solicitation must be identified with the country of origin. Distributor shall outline their procedures to notify School when products are purchased as non-domestic. Any substitution of a non-domestic product for a domestic product (which was originally a part of the solicitation), must be approved, in writing, by the Food Service Director, prior to the delivery of the product to the School. Any non-domestic product delivered to the School, without the prior, written approval of the Food Service Director, will be rejected.

Distributor must affirm their willingness to assert their best and reasonable efforts to ensure compliance with this federal rule.

#### **HH. COST REIMBURSABLE CONTRACTS**

The school food authority must include the following provisions in all cost reimbursable contracts, including contracts with cost reimbursable provisions, and in solicitation documents prepared to obtain offers for such contracts.

- Allowable costs will be paid from the nonprofit school food service account to the contractor net of all discounts, rebates and other applicable credits accruing to or received by the contractor or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the school food authority;
- The contractor must separately identify for each cost submitted for payment to the school food authority the amount of that cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account);

**OR**

The contractor must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification;

- The contractor's determination of its allowable costs must be made in compliance with the applicable Departmental and Program regulations and Office of Management and Budget cost circulars;
- The contractor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. If approved by the State agency, the school food authority may permit the contractor to report this information on a less frequent basis than monthly, but no less frequently than annually;
- The contractor must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract; and
- The contractor must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the school food authority, the State agency, or the Department.
- Prohibited expenditures. No expenditure may be made from the nonprofit school food service account for any cost resulting from a cost reimbursable contract that fails to include the requirements of this section, nor may any expenditure be made from the nonprofit school food service account that permits or results in the contractor receiving payments in excess of the contractor's actual, net allowable costs.

For any clarification relative to this bid, email all questions to [cinda.roberts@kenton.kyschools.us](mailto:cinda.roberts@kenton.kyschools.us).

**THE KENTON COUNTY SCHOOL DISTRICT  
PROCESSED CHICKEN  
BID SPECIAL CONDITONS & SPECIFICATIONS**

**SCOPE & INTRODUCTION**

The Kenton County School District is requesting bids for a qualified vendor to provide processed chicken products for the District's School Lunch Program.

The USDA makes commodities available to School Food Authorities participating in the National School Lunch Program. State-approved processors have been granted an opportunity to process USDA commodities for school districts. Processing commodities affords the State Food Authority the opportunity to serve the same products throughout the school year; offers affordable, easy-to-prepare and serve products, as well as labor savings. Estimated quantities of USDA commodities to be diverted will be determined as entitlement dollars are made available to Kenton County School District (KCSO). Once entitlement dollars are assigned, KCSO reserves the right to decline diversion to a processor based on the needs of the District. KCSO reserves the right to add or substitute the product within an awarded vendor's USDA commodity. KCSO shall contact the awarded vendor for pricing on modified item to be approved by the Purchasing Agent.

**AWARDING OF CONTRACT**

The Kenton County Board of Education reserves the right to waive defects and informalities in proposals or to accept any proposal as deemed to be in its best interest. Contracts may be awarded as deemed to be in the best interest of the Kenton County Board of Education. The Board shall also have the right to award to the best evaluated bid based on price, quality, time of delivery, previous experience with bidder and availability of vendor representative to service account and provide routine assistance to the schools and the Board of Education. **The Kenton County Board of Education shall have the right to reject any or all bids or any portion of said bid. The Board of Education also reserves the right to bid specific items if it is in the best interest of the Board of Education.**

**PERIOD OF CONTRACT**

The period of the contract will be August 2, 2022, to July 31, 2023. Prices must remain firm for the period of the contract. If agreed upon by both parties in June of each year, the agreement may be extended annually for up to three (3) additional annual renewals. Prices may be negotiated but may not exceed the percentage change of the Consumer Price Index annualized (from monthly percentage changes) as published on the Bureau of Labor Statistics website.

**PRODUCT SPECIFICATIONS**

**Specifications are listed for various item(s) to indicate quality of chicken products requested and not to restrict bids on equal or better quality item(s). NO SAMPLES REQUIRED. HOWEVER, IF YOU ARE QUOTING AN "OR EQUAL" ITEM, A SAMPLE IS REQUIRED. ALL SAMPLES MUST BE PROPERLY LABELED. NUTRITIONAL ANALYSIS REQUIREMENTS HAVE BEEN OUTLINED. All samples are to be furnished at no cost to the Board of Education.**

**HACCP (HAZARD ANALYSIS AND CRITICAL CONTROL POINT)**

HACCP is a prevention-based food safety system that identifies and monitors specific food safety hazards that can adversely affect the safety of food products. The KCSO has a written HACCP plan for the Nutrition Service Center and school sites.

**CERTIFICATE OF ASSURANCE**

Certificate of Assurance indicates food products were manufactured in accordance with proper food handling and food safety requirements. A Certificate of Assurance for each manufactured product must be submitted prior to the date and time of the bid opening to the Elizabeth Hord, Director of Student Nutrition, 1055 Eaton Drive, FT. Wright, Kentucky 41017. Failure to provide a Certificate of Assurance shall subject your bid to rejection.

**THE KENTON COUNTY SCHOOL DISTRICT  
PROCESSED CHICKEN  
BID SPECIAL CONDITONS & SPECIFICATIONS**

**GRAIN REQUIREMENTS**

If you are submitting a product which includes grains as an ingredient, the vendor must either include a copy of the CN label Information or the attached ESM Solutions formulation statement for documentation.

Product must meet USDA National School Lunch Program (NSLP) and School Breakfast Program (SBP) Whole Grain Rich Regulations as stated in 7CFR Parts 210 and 220. Formulation Statement for Documenting Grains in School meals must be submitted. Revised CN Label must be submitted. Revised and/or current Manufacturer's Nutrient Analysis must be submitted.

**DELIVERY**

Delivery shall be monthly (**F.O.B. Destination**) to Scott High School, 5400 Pride Parkway, Taylor Mill, KY 41015. **If vendor quotes plus (+) shipping, their bid may be rejected.**

All items are to be shipped INSIDE DELIVERY.

All deliveries shall be complete within 7 days from receipt of Purchase Order.

- One (1) copy of packing slip to the location with **the individual's name referenced** with the material at the time of delivery.
- For Board Purchase Orders, one (1) copy of the invoice to [paula.hauck@kenton.kyschools.us](mailto:paula.hauck@kenton.kyschools.us), or mailed to Kenton County Board of Education, 1055 Eaton Drive, Fort Wright, Kentucky 41017.
- All deliveries shall be made to the location indicated on the purchase order and signed for by a responsible Board official.
- All invoices shall show the purchase order number, date of delivery, name of location and list of items delivered by item name.

**ORDERING**

The Board of Education will furnish the successful bidders formal purchase orders. In no case shall delivery be made to any location without a purchase order number and prior approval of the Purchasing Department.

**BID PRICING**

Proposed prices must be "all-inclusive" – this includes, but is not limited to: all equipment, materials, labor, expenses, and delivery for items FOB Destination to Scott High School, 5400 Pride Parkway, Taylor Mill, KY 41015.

**Awarded Bidders shall be required to supply the Board a completed W-9 as a part of the awarded contract within 10 days of award notification.**

**PAYMENT & PAYMENT TERMS**

*PAYMENT TERMS ARE NET 45 to 90 days. THIS IS NOT NEGOTIABLE.*

Payments are made the day following the regularly held monthly KCSD Board meeting. The Board attempts to be timely with all payments but is required to follow all Board policies and procedures for payments.

- Checks/payments are run once a month and are subject to deadlines for the monthly KCSD Board meeting. All invoices received after the check run deadline must wait until the following month for payment.
- Invoices are held until all items on a purchase order have been delivered.
  - It is the vendor's responsibility to communicate any extended backorder of item(s) that may affect the payment.

**THE KENTON COUNTY SCHOOL DISTRICT  
PROCESSED CHICKEN  
BID SPECIAL CONDITONS & SPECIFICATIONS**

**1. Fully Cooked Whole Grain Breaded Tenders**

- CHILD NUTRITION INFO: Three 1.00 oz. breaded fully cooked chicken tenders provides 2.0 oz. equivalent meat/meat alternate and 1.0 oz. equivalent grain for the Child Nutrition Meal Pattern Requirements.
- INGREDIENTS: Chicken breast meat with rib meat, water, salt, sodium phosphate, onion powder, garlic powder, modified corn starch BREADED WITH: Whole wheat flour, enriched wheat flour (wheat flour, niacin, reduced iron, thiamine mononitrate, ribofloavin, folic acid), salt, spices, sucrose, dried yeast, garlic powder or equivalent ingredients.
- Unit Size: 8-4lb. bags
- Servings: 3 pc.-4.5oz./113 per case

**2. Fully Cooked Whole Grain Spicy Breast Tenders**

- CHILD NUTRITION INFO: Three 1.50 oz. breaded fully cooked chicken tenders provides 2.0 oz. equivalent meat/meat alternate and 1.0 oz. equivalent grain for the Child Nutrition Meal Pattern Requirements. SMART SNACK COMPLIANT.
- INGREDIENTS: Chicken breast with rib meat, water, salt, sodium phosphate. BREADED WITH: Whole wheat flour, sugar, dextrose, salt, maltodextrin, hot sauce (cayenne pepper, distilled vinegar, salt, garlic powder), spice, leavening (cream of tartar, sodium bicarbonate), wheat flour, garlic flour, onion powder, yeast, natural flavors, extractives of paprika or equivalent ingredients.
- Unit Size: 8-4lb. bags
- Servings: 3 pc.-4.5oz./113 per case

**3. Fully Cooked Whole Grain Dark Meat Pancake Dippers**

- CHILD NUTRITION INFO: Ten 0.45 oz. breaded fully cooked chicken dippers provides 2.0 oz. equivalent meat/ meat alternate and 1.0 oz. equivalent grain for the Child Nutrition Meal Pattern.
- INGREDIENTS: Chicken breast with rib meat, water, salt, sugar, chicken broth, yeast extract, onion powder, garlic powder, flavor (maltodextrin, natural flavor, corn starch, dextrin, caramel color, silicon dioxide (anticaking)), flavor (hydrolyzed soy protein, autolyzed yeast extract, natural flavor, hydrolyzed corn protein, natural chicken flavor, maltodextrin, chicken fat, salt, silicon dioxide (anticaking), safflower oil, thiamine hydrochloride, corn syrup solids, disodium guanylate, disodium inosinate); BREADED WITH: Whole wheat flour, enriched wheat flour (niacin, reduced iron, thiamine mononitrate, riboflavin, folic acid), corn starch, what starch, leavening (cream of tartar, sodium bicarbonate), salt, extractives of turmeric, egg whites.
- Unit Size: 8-4lb. bags
- Servings: 10/.45 oz. pieces=4.50 oz./113per case

**4. Fully Cooked Roasted Chicken Drumsticks and Thighs**

- CHILD NUTRITION INFO: One Drumstick or One Thigh provides 2.0 oz. equivalent meat/meat alternate for the Child Nutrition Meal Pattern Requirements. Ingredients
- INGREDIENTS: Chicken drumsticks and chicken thighs, water, salt, spices, chicken broth, sugar, natural flavors, chicken fat, native starch, yeast extract, sodium phosphates, xanthan gum, natural smoke flavor, quar gum, gum Arabic
- Unit Size: 8-4lb. bags
- Servings: Approx. 138 per cs.; Drumstick Range is 2.5 oz. to 4.25 oz. / Thigh Range is 2.25 oz. to 4.5 oz.

**THE KENTON COUNTY SCHOOL DISTRICT  
PROCESSED CHICKEN  
BID SPECIAL CONDITONS & SPECIFICATIONS**

**5. Fully Cooked Shredded Chicken**

- CHILD NUTRITION INFO: 3.0 oz. fully cooked shredded chicken to provide 2.0 oz. equivalent meat/meat alternate for the Child Nutrition Meal Pattern Requirements.
- INGREDIENTS: Chicken, water, salt, modified food starch, sodium phosphates, carrageenan.
- Unit Size: 8-4lb. bags
- Servings: 170 per case

**CHECK LIST**

All items listed below are due at the time of the sealed bid opening in order to qualify the bid.

- ◆ Bid Form-completed, signed and dated, page 16 \_\_\_\_\_
- ◆ Conflict of Interest-signed and dated, page 17 \_\_\_\_\_
- ◆ FOR Kentucky BIDDERS CLAIMING RESIDENT BIDDER STATUS, signed, dated and notarized, page 18 \_\_\_\_\_
- ◆ Bid Form (EXCEL Spreadsheet attached) with pricing \_\_\_\_\_
- ◆ Certificate of Assurance\_\_\_\_\_
- ◆ Brand Equivalent Specifications and detailed product literature \_\_\_\_\_

**THE KENTON COUNTY SCHOOL DISTRICT  
PROCESSED CHICKEN BID  
BID FORM**

In Compliance with the INVITATION TO BID, and subject to all the conditions, thereof, the undersigned hereby certifies that all items and/or services included in this bid shall be in compliance with all requirements and technical specifications included in this invitation to bid, except as noted below:

**EXCEPTIONS** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Store/Catalog** (0% will be assumed if left blank) \_\_\_\_\_

Having carefully examined the instructions to bidders and the specifications on the above referenced bid, the undersigned bidder proposes to furnish all labor, materials, equipment, tools, supplies, services and temporary devices required to complete the work in accordance with the contract documents and any addenda listed below for the price stated herein.

Addenda \_\_\_\_\_ (insert the addenda numbers received or the word "none" if no addenda received)

Lead Time \_\_\_\_\_ (days after receipt of purchase order to delivery)

Company: \_\_\_\_\_

Contact/Title: \_\_\_\_\_

Street Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Authorized Bidder's Name (print) \_\_\_\_\_

Authorized Bidder's Signature \_\_\_\_\_ Date \_\_\_\_\_



## CONFLICT OF INTEREST

1. It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract, or subcontract, and any solicitation or proposal therefor, in which to his knowledge:
  - a. He, or any member of his immediate family has a financial interest therein; or
  - b. A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or
  - c. Any other person, business, or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.
2. It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefor.
3. It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
4. The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefor.
5. It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.

---

Signature

Date

**NOTE: THIS CERTIFICATE MUST BE SIGNED AND ATTACHED TO THE BID FORM ORDER FOR YOUR BID TO BE QUALIFIED.**



Solicitation/Contract: \_\_\_\_\_

**REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS  
CLAIMING RESIDENT BIDDER STATUS**

**FOR BIDS AND CONTRACTS IN GENERAL**

The bidder or offeror hereby swears and affirms under penalty of perjury that, in accordance with KRS 45A.494(2), the entity bidding is an individual, partnership, association, corporation, or other business entity that, on the date the contract is first advertised or announced as available for bidding:

1. Is authorized to transact business in the Commonwealth;
2. Has for one year prior to and through the date of advertisement
  - a. Filed Kentucky corporate income taxes;
  - b. Made payments to the Kentucky unemployment insurance fund established in KRS 341.49; and
  - c. Maintained a Kentucky workers' compensation policy in effect.

The BIDDING AGENCY reserves the right to request documentation supporting a bidder's claim of resident bidder status. Failure to provide such documentation upon request shall result in disqualification of the bidder or contract termination.

\_\_\_\_\_  
Signature Printed Name

\_\_\_\_\_  
Title Date

Company Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Subscribed and sworn to before me By \_\_\_\_\_ (Affiant) \_\_\_\_\_ (Title)

of \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(Company Name)

\_\_\_\_\_  
Notary Public  
[seal of notary]

My commission expires: \_\_\_\_\_

**THE KENTON COUNTY SCHOOL DISTRICT  
PROCESSED CHICKEN BID  
BID FORM**

In Compliance with the INVITATION TO BID, and subject to all the conditions, thereof, the undersigned hereby certifies that all items and/or services included in this bid shall be in compliance with all requirements and technical specifications included in this invitation to bid, except as noted below:

**EXCEPTIONS** Minimum shipment - 9400#'s  
\_\_\_\_\_

**Store/Catalog** (0% will be assumed if left blank) 0

Having carefully examined the instructions to bidders and the specifications on the above referenced bid, the undersigned bidder proposes to furnish all labor, materials, equipment, tools, supplies, services and temporary devices required to complete the work in accordance with the contract documents and any addenda listed below for the price stated herein.

Addenda none (insert the addenda numbers received or the word "none" if no addenda received)

Lead Time 21 (days after receipt of purchase order to delivery)

Company: Gold Creek Foods

Contact/Title: Jody Hardin - Commodity Manager

Street Address: 2063 Memorial Park Dr.

City Gainesville State GA Zip 30504

Telephone 770-354-9186 Fax n/a

E-Mail Address: jody.hardin@goldcreekfoods.com

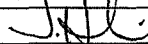
Authorized Bidder's Name (print) Jody Hardin

Authorized Bidder's Signature  Date 7/15/2022

## CONFLICT OF INTEREST

1. It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract, or subcontract, and any solicitation or proposal therefor, in which to his knowledge:
  - a. He, or any member of his immediate family has a financial interest therein; or
  - b. A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or
  - c. Any other person, business, or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.
2. It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefor.
3. It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
4. The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefor.
5. It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.

No Conflict - Gold Creek Foods

  
\_\_\_\_\_  
Signature

7/15/2022  
Date

**NOTE: THIS CERTIFICATE MUST BE SIGNED AND ATTACHED TO THE BID FORM ORDER FOR YOUR BID TO BE QUALIFIED.**

Solicitation/Contract: RFP No. 27-PC-22

N/A - Place of business - Gainesville, GA

**REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS  
CLAIMING RESIDENT BIDDER STATUS**

**FOR BIDS AND CONTRACTS IN GENERAL**

The bidder or offeror hereby swears and affirms under penalty of perjury that, in accordance with KRS 45A.494(2), the entity bidding is an individual, partnership, association, corporation, or other business entity that, on the date the contract is first advertised or announced as available for bidding:

1. Is authorized to transact business in the Commonwealth;
2. Has for one year prior to and through the date of advertisement
  - a. Filed Kentucky corporate income taxes;
  - b. Made payments to the Kentucky unemployment insurance fund established in KRS 341.49; and
  - c. Maintained a Kentucky workers' compensation policy in effect.

The BIDDING AGENCY reserves the right to request documentation supporting a bidder's claim of resident bidder status. Failure to provide such documentation upon request shall result in disqualification of the bidder or contract termination.

\_\_\_\_\_  
Signature Printed Name

\_\_\_\_\_  
Title Date

Company Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Subscribed and sworn to before me By \_\_\_\_\_  
(Affiant) (Title)

of \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(Company Name)

\_\_\_\_\_  
Notary Public  
[seal of notary] My commission expires: \_\_\_\_\_

Kenton County School District  
Processed Chicken Bid 2022

DESCRIPTION	Estimated Annual Qty-Cases	Unit Price per Case - FFS	Total Price
Fully Cooked Whole Grain Breast Tenders - <b>792441</b>	1,204	\$60.64	\$73,010.56
Fully Cooked Whole Grain Spicy Breast Tenders - <b>792451</b>	89	\$63.84	\$5,681.76
Fully Cooked Whole Grain Dark Meat Pancake Dippers - <b>791861</b>	443	\$59.68	\$26,438.24
Fully Cooked Roasted Chicken Drumsticks and Thighs - <b>791890</b>	304	\$65.28	\$19,845.12
Fully Cooked Shredded Chicken - <b>791499</b>	26	\$74.56	\$1,938.56
<b>Total</b>			<b>\$126,914.24</b>

**\*\*See attached pricing sheet with more detailed item information, price per serving, etc.\*\***



**KY - Kenton Co 2022-2023 Commodity Processing Price List**



Item Code	Product Description	Case Weight	Pieces /serv	Piece Size	Serving Size	Servings per case	Meat /Meat Alt	Grain Serving	Cases per 36,000 Pounds Diverted	Drawdown Pounds Per Case	FFS Price / Pound	FFS Price / CASE	Est. Cost per serving	USDA Value	Donated Food Value/Case	Commercial Price per CASE	Commercial Price per SERVING	
<b>24 Karat Whole Muscle Breast Items</b>		25,200 lb																
792401	Whole Grain Whole Muscle Breast Chunks	32	4	1.00 oz	4.00 oz	128	2	1	795	31.68	\$2.100	\$67.20	\$0.525	0.9970	\$31.58	\$98.78	\$0.772	
792402	Whole Grain Whole Muscle Spicy Breast Chunks	32	4	1.00 oz	4.00 oz	128	2	1	795	31.68	\$2.220	\$71.04	\$0.555	0.9970	\$31.58	\$102.62	\$0.802	
792421	Whole Grain Whole Muscle Chicken Breast Fillets	32	1	4.00 oz	4.00 oz	128	2	1	795	31.68	\$2.160	\$69.12	\$0.540	0.9970	\$31.58	\$100.70	\$0.787	
792422	Whole Grain Whole Muscle Chicken Breast Fillets with foil bags	32	1	4.00 oz	4.00 oz	128	2	1	795	31.68	\$2.560	\$81.92	\$0.640	0.9970	\$31.58	\$113.50	\$0.887	
792426	Whole Grain Whole Muscle Breakfast Fillet	32	1	2.00 oz	2.00 oz	256	1	0.5	764	32.97	\$2.110	\$67.52	\$0.264	0.9970	\$32.87	\$100.39	\$0.392	
792427	Whole Grain Whole Muscle Breakfast Fillet with foil wraps	32	1	2.00 oz	2.00 oz	256	1	0.5	764	32.97	\$2.510	\$80.32	\$0.314	0.9970	\$32.87	\$113.19	\$0.442	
792431	Whole Grain Whole Muscle Spicy Breast Fillets	32	1	4.00 oz	4.00 oz	128	2	1	795	31.68	\$2.300	\$73.60	\$0.575	0.9970	\$31.58	\$105.18	\$0.822	
792432	Whole Grain Whole Muscle Spicy Breast Fillets with foil bags	32	1	4.00 oz	4.00 oz	128	2	1	795	31.68	\$2.700	\$86.40	\$0.675	0.9970	\$31.58	\$117.98	\$0.922	
792441	Whole Grain Breast Tenderloins	32	3	1.50 oz	4.50 oz	113	2	1	795	31.68	\$1.895	\$60.64	\$0.537	0.9970	\$31.58	\$92.22	\$0.816	
792442	Whole Grain Breast Tenderloins with boxes	32	3	1.50 oz	4.50 oz	113	2	1	795	31.68	\$2.245	\$71.84	\$0.636	0.9970	\$31.58	\$103.42	\$0.915	
792451	Whole Grain Spicy Breast Tenderloins	32	3	1.50 oz	4.50 oz	113	2	1	795	31.68	\$1.995	\$63.84	\$0.565	0.9970	\$31.58	\$95.42	\$0.844	
792452	Whole Grain Spicy Breast Tenderloins with boxes	32	3	1.50 oz	4.50 oz	113	2	1	795	31.68	\$2.350	\$75.20	\$0.665	0.9970	\$31.58	\$106.78	\$0.945	
<b>18 Karat Dark Meat Items</b>		10,800 lb																
791861	CN Dark Meat Pancake Dippers	32	10	0.45 oz	4.50 oz	113	2	1	244	44.26	\$1.865	\$59.68	\$0.528	0.9970	\$44.13	\$103.81	\$0.919	
791871	WG Breaded Dark Meat with Korean BBQ Sauce	44	10	0.45 oz	4.50 oz	113	2	1.25	232	46.55	\$1.730	\$76.12	\$0.674	0.9970	\$46.41	\$122.53	\$1.084	
791872	WG Breaded Dark Meat with Hunan Orange Sauce	44	10	0.45 oz	4.50 oz	113	2	1.25	232	46.55	\$1.575	\$69.30	\$0.613	0.9970	\$46.41	\$115.71	\$1.024	
791873	WG Breaded Dark Meat with Sweet Thai Chili Sauce	44	10	0.45 oz	4.50 oz	113	2	1.25	232	46.55	\$1.570	\$69.08	\$0.611	0.9970	\$46.41	\$115.49	\$1.022	
791874	WG Breaded Dark Meat with General Tso Sauce	44	10	0.45 oz	4.50 oz	113	2	1.25	232	46.55	\$1.560	\$68.64	\$0.607	0.9970	\$46.41	\$115.05	\$1.018	
791876	Dark Meat Unbreaded Strips-Korean BBQ Sauce	44	Varies	Varies	2.14 oz	239	2	0	185	58.38	\$2.890	\$127.16	\$0.532	0.9970	\$58.20	\$185.36	\$0.776	
791877	Dark Meat Unbreaded Strips-Hunan Orange Sauce	44	Varies	Varies	2.14 oz	239	2	0	185	58.38	\$2.915	\$128.26	\$0.537	0.9970	\$58.20	\$186.46	\$0.780	
791878	Dark Meat Unbreaded Strips-Sweet Thai Chili Sauce	44	Varies	Varies	2.14 oz	239	2	0	185	58.38	\$2.895	\$127.38	\$0.533	0.9970	\$58.20	\$185.58	\$0.776	
791879	Dark Meat Unbreaded Strips-Teriyaki Sauce	44	Varies	Varies	2.14 oz	239	2	0	185	58.38	\$2.860	\$125.84	\$0.527	0.9970	\$58.20	\$184.04	\$0.770	
791880	Whole Grain Breaded Drumsticks and Thighs	32	1	Varies	4.57 oz	112	2	0.5	279	38.71	\$1.990	\$63.68	\$0.569	0.9970	\$38.59	\$102.27	\$0.913	
791890	Fully Cooked Roasted Drumsticks and Thighs	32	1	Varies	3.71 oz	138	2	0	227	47.58	\$2.040	\$65.28	\$0.473	0.9970	\$47.43	\$112.71	\$0.817	
791893	CN Whole Grain Breaded Dark Meat Popcorn	32	10	0.45 oz	4.50 oz	113	2	1.25	232	46.55	\$1.560	\$49.92	\$0.442	0.9970	\$46.41	\$96.33	\$0.852	
791896	Unbreaded Dark Meat Chicken Strips	32	Varies	Varies	2.14 oz	239	2	0	185	58.38	\$2.795	\$89.44	\$0.374	0.9970	\$58.20	\$147.64	\$0.618	
When Purchasing COMMODITY Whole Muscle product you must purchase both the white meat and dark meat with a 70/30 ratio of DONATED USDA POUNDS.																		
<b>14 Karat Natural Proportion White/Dark Chicken Items</b>		36,000 lb																
791401	CN Whole Grain Chicken Nuggets	32	5	0.61 oz	3.05 oz	167	2	1	1,466	24.56	\$1.480	\$47.36	\$0.284	0.9970	\$24.48	\$71.84	\$0.430	
791421	CN Whole Grain Chicken Patties	32	1	3.00 oz	3.00 oz	170	2	1	1,480	24.32	\$1.550	\$49.60	\$0.292	0.9970	\$24.25	\$73.85	\$0.434	
791426	CN WG Homestyle Breakfast Patty	32	1	1.90 oz	1.90 oz	270	1	0.5	1,409	25.55	\$1.400	\$44.80	\$0.166	0.9970	\$25.47	\$70.27	\$0.260	
791431	CN Whole Grain Hot & Spicy Patty	32	1	3.00 oz	3.00 oz	170	2	1	1,480	24.32	\$1.570	\$50.24	\$0.296	0.9970	\$24.25	\$74.49	\$0.438	
791441	CN Whole Grain Chicken Tenders	32	3	1.00 oz	3.00 oz	170	2	1	1,470	24.49	\$1.610	\$51.52	\$0.303	0.9970	\$24.42	\$75.94	\$0.447	
791461	CN Whole Grain Popcorn Chicken	32	12	.25 oz	3.00 oz	170	2	1	1,456	24.73	\$1.560	\$49.92	\$0.294	0.9970	\$24.65	\$74.57	\$0.439	
791493	CN Whole Grain Breaded Large Popcorn	32	10	0.45 oz	4.50 oz	113	2	1.25	1,110	32.44	\$1.560	\$49.92	\$0.442	0.9970	\$32.34	\$82.26	\$0.728	
791499	Shredded Chicken	32	Varies	Varies	3.0 oz	170	2	0	923	39.00	\$2.330	\$74.56	\$0.439	0.9970	\$38.88	\$113.44	\$0.667	

\*\*Pricing based on freight rate of \$2,000 to Lexington KY

Prepared by Crawford, Jack 7/15/2022

# NPA Summary End Product Data Schedule

Information Certified as Accurate by USDA

Revised 11/5/2021

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	Gold Creek Foods	A	791401	CN WG Breaded Nuggets 5-0.61 oz each	32.00	167.00	3.05	100103D	CHICKEN LARGE CHILLED - BULK DARK	7.37	\$0.9970	\$7.35	11/1/2021
SY23	Gold Creek Foods	A	791401	CN WG Breaded Nuggets 5-0.61 oz each	32.00	167.00	3.05	100103W	CHICKEN LARGE CHILLED - BULK WHITE	17.19	\$0.9970	\$17.14	11/1/2021
SY23	Gold Creek Foods	A	791421	CN WG Breaded Patties	32.00	170.00	3.00	100103D	CHICKEN LARGE CHILLED - BULK DARK	7.30	\$0.9970	\$7.28	11/1/2021
SY23	Gold Creek Foods	A	791421	CN WG Breaded Patties	32.00	170.00	3.00	100103W	CHICKEN LARGE CHILLED - BULK WHITE	17.02	\$0.9970	\$16.97	11/1/2021
SY23	Gold Creek Foods	R	791426	CN WG Breaded Breakfast Patties	32.00	270.00	1.90	100103D	CHICKEN LARGE CHILLED - BULK DARK	7.66	\$0.9970	\$7.64	11/4/2021
SY23	Gold Creek Foods	R	791426	CN WG Breaded Breakfast Patties	32.00	270.00	1.90	100103W	CHICKEN LARGE CHILLED - BULK WHITE	17.89	\$0.9970	\$17.84	11/4/2021
SY23	Gold Creek Foods	A	791431	CN WG Hot & Spicy Breaded Patties	32.00	170.00	3.00	100103D	CHICKEN LARGE CHILLED - BULK DARK	7.30	\$0.9970	\$7.28	11/1/2021
SY23	Gold Creek Foods	A	791431	CN WG Hot & Spicy Breaded Patties	32.00	170.00	3.00	100103W	CHICKEN LARGE CHILLED - BULK WHITE	17.02	\$0.9970	\$16.97	11/1/2021
SY23	Gold Creek Foods	A	791441	CN WG Breaded Tenders 3-1.00 oz each	32.00	170.00	3.00	100103D	CHICKEN LARGE CHILLED - BULK DARK	7.35	\$0.9970	\$7.33	11/1/2021
SY23	Gold Creek Foods	A	791441	CN WG Breaded Tenders 3-1.00 oz each	32.00	170.00	3.00	100103W	CHICKEN LARGE CHILLED - BULK WHITE	17.14	\$0.9970	\$17.09	11/1/2021
SY23	Gold Creek Foods	A	791461	CN WG Breaded Popcorn Chicken 12-0.25 oz each	32.00	170.00	3.00	100103D	CHICKEN LARGE CHILLED - BULK DARK	7.42	\$0.9970	\$7.40	11/1/2021
SY23	Gold Creek Foods	A	791461	CN WG Breaded Popcorn Chicken 12-0.25 oz each	32.00	170.00	3.00	100103W	CHICKEN LARGE CHILLED - BULK WHITE	17.31	\$0.9970	\$17.26	11/1/2021
SY23	Gold Creek Foods	A	791493	Large Popcorn Chicken 10-0.45 oz each	32.00	113.00	4.50	100103D	CHICKEN LARGE CHILLED - BULK DARK	9.73	\$0.9970	\$9.70	11/1/2021
SY23	Gold Creek Foods	A	791493	Large Popcorn Chicken 10-0.45 oz each	32.00	113.00	4.50	100103W	CHICKEN LARGE CHILLED - BULK WHITE	22.71	\$0.9970	\$22.64	11/1/2021
SY23	Gold Creek Foods	A	791499	Fully Cooked Shredded Chicken	32.00	170.00	3.00	100103W	CHICKEN LARGE CHILLED - BULK WHITE	27.30	\$0.9970	\$27.22	11/1/2021



# NPA Summary End Product Data Schedule

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Revised 11/5/2021

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	Gold Creek Foods	A	791499	Fully Cooked Shredded Chicken	32.00	170.00	3.00	100103D	CHICKEN LARGE CHILLED - BULK DARK	11.70	\$0.9970	\$11.66	11/1/2021
SY23	Gold Creek Foods	A	791861	Dark Meat Large Pancake Dippers	32.00	113.00	4.50	100103D	CHICKEN LARGE CHILLED - BULK DARK	44.26	\$0.9970	\$44.13	11/1/2021
SY23	Gold Creek Foods	A	791871	Dark Meat Large Popcorn Chicken with Korean BBQ Sauce Kit (4.5 oz/serving)	44.00	113.00	6.20	100103D	CHICKEN LARGE CHILLED - BULK DARK	46.55	\$0.9970	\$46.41	11/1/2021
SY23	Gold Creek Foods	A	791872	Dark Meat Large Popcorn Chicken with Hunan Orange Sauce Kit (4.5 oz/serving)	44.00	113.00	6.20	100103D	CHICKEN LARGE CHILLED - BULK DARK	46.55	\$0.9970	\$46.41	11/1/2021
SY23	Gold Creek Foods	A	791873	Dark Meat Large Popcorn Chicken with Sweet Thai Chili Sauce Kit (4.5 oz/serving)	44.00	113.00	6.20	100103D	CHICKEN LARGE CHILLED - BULK DARK	46.55	\$0.9970	\$46.41	11/1/2021
SY23	Gold Creek Foods	A	791874	Dark Meat Large Popcorn Chicken with General Tso's Sauce Kit (4.5 oz/serving)	44.00	113.00	6.20	100103D	CHICKEN LARGE CHILLED - BULK DARK	46.55	\$0.9970	\$46.41	11/1/2021
SY23	Gold Creek Foods	A	791876	Dark Meat Unbreaded Strips with Korean BBQ Sauce Kit (2.14 oz/serving)	44.00	239.00	2.94	100103D	CHICKEN LARGE CHILLED - BULK DARK	58.38	\$0.9970	\$58.20	11/1/2021
SY23	Gold Creek Foods	A	791877	Dark Meat Unbreaded Strips with Hunan Orange Sauce Kit (2.14 oz/serving)	44.00	239.00	2.94	100103D	CHICKEN LARGE CHILLED - BULK DARK	58.38	\$0.9970	\$58.20	11/1/2021
SY23	Gold Creek Foods	A	791878	Dark Meat Unbreaded Strips with Sweet Thai Chili Sauce Kit (2.14 oz/serving)	44.00	239.00	2.94	100103D	CHICKEN LARGE CHILLED - BULK DARK	58.38	\$0.9970	\$58.20	11/1/2021
SY23	Gold Creek Foods	A	791879	Dark Meat Unbreaded Strips with Teriyaki Sauce Kit (2.14 oz/serving)	44.00	239.00	2.94	100103D	CHICKEN LARGE CHILLED - BULK DARK	58.38	\$0.9970	\$58.20	11/1/2021
SY23	Gold Creek Foods	A	791880	Breaded Drumsticks and Thighs Drum 2.85-7.36 oz, avg 4.06 oz Thigh 2.46-10.15 oz, avg 5.08 oz	32.00	112.00	varies	100103D	CHICKEN LARGE CHILLED - BULK DARK	38.71	\$0.9970	\$38.59	11/1/2021
SY23	Gold Creek Foods	A	791890	Roasted Drumsticks and Thighs Drum 2.50-4.25 oz, avg 3.29 oz Thigh 2.25-4.50 oz, avg 4.11 oz	32.00	138.00	varies	100103D	CHICKEN LARGE CHILLED - BULK DARK	47.58	\$0.9970	\$47.44	11/1/2021
SY23	Gold Creek Foods	A	791893	Dark Meat Large Popcorn Chicken	32.00	113.00	4.50	100103D	CHICKEN LARGE CHILLED - BULK DARK	46.55	\$0.9970	\$46.41	11/1/2021
SY23	Gold Creek Foods	A	791896	Dark Meat Unbreaded Strips	32.00	239.00	2.14	100103D	CHICKEN LARGE CHILLED - BULK DARK	58.38	\$0.9970	\$58.20	11/1/2021
SY23	Gold Creek Foods	A	792401	WG Whole Muscle Breast Chunks 4-1.00 oz each	32.00	128.00	4.00	100103W	CHICKEN LARGE CHILLED - BULK WHITE	31.68	\$0.9970	\$31.58	11/1/2021

# NPA Summary End Product Data Schedule

Information Certified as Accurate by USDA

Revised 11/5/2021

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	Gold Creek Foods	A	792402	WG Whole Muscle Spicy Breast Chunks 4-1.00 oz each	32.00	128.00	4.00	100103W	CHICKEN LARGE CHILLED - BULK WHITE	31.68	\$0.9970	\$31.58	11/1/2021
SY23	Gold Creek Foods	A	792421	WG Whole Muscle Chicken Breast Fillets Finished wt 3.5-4.5 oz, target 4.0 oz	32.00	128.00	4.00	100103W	CHICKEN LARGE CHILLED - BULK WHITE	31.68	\$0.9970	\$31.58	11/1/2021
SY23	Gold Creek Foods	A	792422	CN WG Whole Muscle Chicken Breast Fillets with Foil Bags - Finished wt 3.5-4.5 oz, Target 4.0 oz	32.00	128.00	4.00	100103W	CHICKEN LARGE CHILLED - BULK WHITE	31.68	\$0.9970	\$31.58	11/1/2021
SY23	Gold Creek Foods	A	792426	WG Whole Muscle Breakfast Fillet	32.00	256.00	2.00	100103W	CHICKEN LARGE CHILLED - BULK WHITE	32.97	\$0.9970	\$32.87	11/1/2021
SY23	Gold Creek Foods	A	792427	WG Whole Muscle Breakfast Fillet w/ Bags	32.00	256.00	2.00	100103W	CHICKEN LARGE CHILLED - BULK WHITE	32.97	\$0.9970	\$32.87	11/1/2021
SY23	Gold Creek Foods	A	792431	WG Whole Muscle Spicy Breast Fillet Finished wt 3.5-4.5oz, target 4.0 oz	32.00	128.00	4.00	100103W	CHICKEN LARGE CHILLED - BULK WHITE	31.68	\$0.9970	\$31.58	11/1/2021
SY23	Gold Creek Foods	A	792432	WG Whole Muscle Spicy Breast Fillet Finished wt 3.5-4.5oz, target 4.0 oz	32.00	128.00	4.00	100103W	CHICKEN LARGE CHILLED - BULK WHITE	31.68	\$0.9970	\$31.58	11/1/2021
SY23	Gold Creek Foods	A	792441	WG Breast Tenderloins - 3-1.5 oz each Finished wt 3.5-4.5 oz, target 4.0 oz	32.00	113.00	4.50	100103W	CHICKEN LARGE CHILLED - BULK WHITE	31.68	\$0.9970	\$31.58	11/1/2021
SY23	Gold Creek Foods	A	792442	WG Breast Tenderloins - 3-1.5 oz each Finished wt 3.5-4.5 oz, target 4.0 oz w/Boxes	32.00	113.00	4.50	100103W	CHICKEN LARGE CHILLED - BULK WHITE	31.68	\$0.9970	\$31.58	11/1/2021
SY23	Gold Creek Foods	A	792451	WG Spicy Breast Tenders - 3-1.5 oz each	32.00	113.00	4.50	100103W	CHICKEN LARGE CHILLED - BULK WHITE	31.68	\$0.9970	\$31.58	11/1/2021
SY23	Gold Creek Foods	A	792452	WG Spicy Breast Tenders - 3-1.5 oz each w/Boxes	32.00	113.00	4.50	100103W	CHICKEN LARGE CHILLED - BULK WHITE	31.68	\$0.9970	\$31.58	11/1/2021

January 2022

To Whom It May Concern:



RE: HACCP Request (Flow Chart Request)

All Gold Creek Foods 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.

Regarding your request for a copy of our programs please note that all HACCP plans are confidential, proprietary, and trade secret. Copying 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 actions. These documents are essential to the continued operation of our business. Therefore, 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 United States Department of Agriculture's Food Safety and Inspection Service.

If the establishment does not have a HACCP or SSOP plan that meets the regulatory requirements, this is considered a Basic HACCP systems failure and requires 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:

- Raw Product Ground
- Raw Product Not Ground
- Heat Treated but not Fully Cooked Not Shelf Stable
- Fully Cooked Not Shelf Stable

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 facilities HACCP plan:

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

Again, we acknowledge and understand our customers' concerns with regard to review of HACCP plans. Please note that our HACCP and SSOP plans are open to review at the official establishments for our customers at any time. Please let us know if you have any additional questions or concerns.

Best Regards,

*Dawn Richardson*

Jack Crawford, Director Commodity Sales  
[Jack.crawford@goldcreekfoods.com](mailto:Jack.crawford@goldcreekfoods.com)  
770-570-6098

Dawn Richardson, Commodity Sales Administrator  
[Dawn.Richardson@goldcreekfoods.com](mailto:Dawn.Richardson@goldcreekfoods.com)  
404-661-6112

2255 Sulphur Road, Gainesville, GA 30501



2255 White Sulphur road, Gainesville GA 30501  
(678) 928-6970

## **General and Continuing Letter of Guaranty & HACCP Letter**

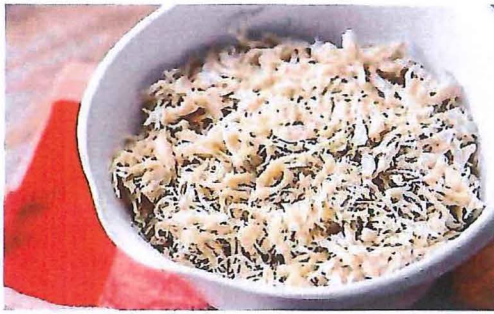
02-Jan-2022

This letter of guarantee assures that Gold Creek, USDA plant establishment number: P-27505, P-44935, P-27505A, P-34805 and P-46549 is under USDA inspection with integrated HACCP, SSOP, and GMP programs.

The articles comprising each shipment or other delivery hereafter made by Gold Creek Foods to or on the order of our customers is hereby guaranteed that, when shipped all items we manufacture, or which we purvey, are wholesome and in full compliance with Federal regulations and are not adulterated or misbranded and may be introduced into interstate commerce. We further guarantee that our products are produced under a validated HACCP system in accordance with 9CFR 417 and that all raw materials and products have USA as the country of origin.

Sincerely,

Oscar Duran  
QA Manager  
Gold Creek Processing LLC.



791499 - Fully Cooked  
Shredded Chicken

### Nutrition Facts

Serving Size (85g)  
Servings Per Container 170

#### Amount Per Serving

<b>Calories</b>	90	
		<b>% Daily Value*</b>
<b>Total Fat</b> 2.5g		3%
<b>Saturated Fat</b> 0g		0%
<b>Trans Fat</b> 0g		
<b>Cholesterol</b> 45mg		15%
<b>Sodium</b> 400mg		17%
<b>Total Carbohydrate</b> 2g		1%
Dietary Fiber 0g		0%
Sugars 0g		
<b>Protein</b> 16g		
Vitamin A %	•	Vitamin C 0 %
Calcium 0%	•	Iron 6%

\*Percent Daily Values are based on a 2,000 calorie diet. Your daily values may be higher or lower depending on your calorie needs.

### Product Specifications

<b>GTIN</b>	00850028545249	<b>Case Net Weight</b>	32
<b>Item UPC</b>		<b>Case L,W,H</b>	14 7/16 x 10 1/16 x 16 5/8
<b>Shelf Life</b>	365 days from pack date	<b>Cube</b>	1.3977
<b>Unit Size</b>	8 four pound bags	<b>Tie x High</b>	7 X 7
<b>Case Gross Weight</b>	34 lbs	<b>SERVINGS</b>	170 per case

### Features & Benefits

- 39.00 donated food pounds per case (70/30 White/Dark)

### CN Information

3.0 oz fully cooked shredded chicken to provide 2.0 oz equivalent meat/  
meat alternate for the Child Nutrition Meal Pattern Requirements.

### Ingredients

INGREDIENTS: Chicken, water, salt, modified food starch, sodium phosphates, carrageenan.

### Preparation and Cooking

Conventional Oven 8-10 min @ 350 F or until 165 F



# 791499

FULLY COOKED

# SHREDDED CHICKEN

INGREDIENTS: Chicken, water, salt, modified food starch, sodium phosphates, carrageenan.

HEATING INSTRUCTIONS: OVEN: 350 F for 8-10 minutes or until 165 F



P-27505A

**NET WT: 32 LBS**

PACKED BY  
GOLD CREEK FOODS, GAINESVILLE, GA 30501

**KEEP FROZEN**

Jack Crawford, Director 9/13/2021

Specifications subject to changes, errors and omissions. 2255 White Sulphur Rd, Gainesville, GA 30501



**Product Formulation Statement (Product Analysis for Meat/Meal Alternate(M/MA) Products**

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

PRODUCT NAME Fully Cooked Shredded Chicken CODE NO 791499  
 MANUFACTURER: Gold Creek Foods CASE 32 lb PACK 8/4 COUNT Varies PORTION 3 SIZE Varies

**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	2.87	X	0.7	2.01
		X	0.7	0.00
<b>A. Total Creditable M/MA</b>				<b>2.009</b>

\*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, Manufacturers name and code number	Ounces Dry APP Per Portion	Multiply	% of Protein As-Is*	Divide by 18**	Creditable Amount App***
		X		18	
		X		18	
<b>B. Total Creditable APP Amount</b>					<b>0.00</b>
<b>C. TOTAL CREDITABLE AMOUNT (A+B round down to nearest 1/4 oz)</b>					<b>2</b>

\*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.

Total Creditable Amount must be rounded down to the nearest 0.25 oz. 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

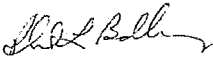
Total weight (per portion) of product as purchased 3 oz

Total creditable amount of product (per portion) 2 oz

(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 oz serving of the above product (ready for serving contains 2 oz 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 Part 210, 220, 225, 226, Appendix A) as demonstrated by the attached supplier documentation.

  
Signature

Director of R&D  
Title

Phil L. Bradberry  
Printed Name

12.9.20  
Date

678-928-7031  
Phone Number



791861 - CN Fully Cooked Whole Grain Dark Meat Pancake Dippers

### Nutrition Facts

Serving Size 10 pieces (128g)  
Servings Per Container 113

#### Amount Per Serving

**Calories** 300

% Daily Value\*

<b>Total Fat</b> 16g	21%
Saturated Fat 2.5g	13%
Trans Fat 0g	
<b>Cholesterol</b> 65mg	22%
<b>Sodium</b> 500mg	22%
<b>Total Carbohydrate</b> 20g	7%
Dietary Fiber 2g	7%
Sugars 1g	
<b>Protein</b> 18g	

Vitamin A 0% • Vitamin C 0%

Calcium 2% • Iron 10%

\*Percent Daily Values are based on a 2,000 calorie diet. Your daily values may be higher or lower depending on your calorie needs.

### Product Specifications

GTIN	00858863007168	Case Net Weight	32
Item UPC		Case L,W,H	14 7/16 x 10 1/16 x 16 5/8
Shelf Life	365 days from pack date	Cube	1.3977
Unit Size	8 four pound bags	Tie x High	7 X 7
Case Gross Weight	34 lbs	SERVINGS	10 / .45 oz pieces = 4.50 oz - 113 per case

### Features & Benefits

- 44.26 donated food pounds per case (Dark Meat)

### CN Nutritional Information

Ten 0.45 oz breaded fully cooked chicken dippers provides 2.0 oz equivalent meat/meat alternate and 1.0 oz equivalent grain for the Child Nutrition Meal Pattern Requirements.

**INGREDIENTS:** Chicken breast with rib meat, water, salt, sugar, chicken broth, yeast extract, onion powder, garlic powder, flavor (maltodextrin, natural flavor, corn starch, dextrin, caramel color, silicon dioxide (anticaking)), flavor (hydrolyzed soy protein, autolyzed yeast extract, natural flavor, hydrolyzed corn protein, natural chicken flavor, maltodextrin, chicken fat, salt, silicon dioxide (anticaking), safflower oil, thiamine hydrochloride, corn syrup solids, disodium guanylate, disodium inosinate); **BREADED WITH:** Whole wheat flour, enriched wheat flour (niacin, reduced iron, thiamine mononitrate, riboflavin, folic acid), corn starch, wheat starch, leavening (cream of tartar, sodium bicarbonate), salt, extractives of turmeric, egg whites

### Preparation and Cooking

Conventional Oven 15 min @ 350F. FRYER 4 min @ 350F



**PAN DIPPER**

BREADED FULLY COOKED POPCORN STYLE

**791861**

**CHICKEN NUGGETS**

**CHICKEN PATTIES**

**INGREDIENTS:** Chicken, water, salt, sugar, chicken broth, yeast extract, onion powder, garlic powder, flavor (maltodextrin, natural flavor, corn starch, dextrin, caramel color, silicon dioxide (anticaking)), flavor (hydrolyzed soy protein, autolyzed yeast extract, natural flavor, hydrolyzed corn protein, natural chicken flavor, maltodextrin, chicken fat, salt, silicon dioxide (anticaking), safflower oil, thiamine hydrochloride, corn syrup solids, disodium guanylate, disodium inosinate)

**BREADED WITH:** Whole wheat flour, enriched wheat flour (niacin, reduced iron, thiamine mononitrate, riboflavin, folic acid), corn starch, wheat starch, leavening (cream of tartar, sodium bicarbonate), salt, extractives of turmeric, egg whites

**BATTERED WITH:** Water, whole wheat flour, enriched wheat flour (niacin, reduced iron, thiamine mononitrate, riboflavin, folic acid), corn starch, leavening (cream of tartar, sodium bicarbonate), sugar, flavor (maltodextrin, natural flavor, corn starch, dextrin, caramel color, silicon dioxide (anticaking)), salt, extractives of turmeric, sucralose, buttermilk solids (buttermilk powder, whey solids, nonfat dry milk)

**PREDUSTED WITH:** Whole wheat flour, enriched wheat flour (niacin, reduced iron, thiamine mononitrate, riboflavin, folic acid), corn starch, wheat gluten, sugar, flavor (maltodextrin, natural flavor, corn starch, dextrin, caramel color, silicon dioxide (anticaking)), salt, sucralose, extractive of turmeric

Breading is browned in soybean oil

CN

097798

Ten 0.45 oz Breaded Fully Cooked Chicken Nuggets provides 2.00 oz equivalent meat and 1.00 oz equivalent grains for the Child Nutrition Meal Pattern Requirements. (Use of this logo and statement are authorized by the Food and Nutrition Services, USDA 01/19).

CN



(0) 5049079 001



P-27505A

**KEEP FROZEN**

CONTAINS: WHEAT, MILK, SOY, EGG

HEATING INSTRUCTIONS: CONVENTIONAL OVEN 20 MIN @ 350. CONVECTION OVEN 14 MIN @ 350

**NET WT: 32 LBS**

PACKED BY  
GOLD CREEK FOODS, GAINESVILLE, GA 30601

*Jack Crawford*

Jack Crawford, Director

9/13/2021

Specifications subject to changes, errors and omissions. 2255 White Sulphur Rd, Gainesville, GA 30601





791890 - Fully Cooked Roasted  
Chicken Drumsticks and Thighs

### Nutrition Facts

Serving Size 1 Drum or 1 Thigh (91g)  
Servings Per Container 138

#### Amount Per Serving

**Calories** **180**

% Daily Value\*

<b>Total Fat</b> 12g	15%
Saturated Fat 3.5g	18%
Trans Fat 0g	
<b>Cholesterol</b> 90mg	30%
<b>Sodium</b> 300mg	13%
<b>Total Carbohydrate</b> 1g	0%
Dietary Fiber 0g	0%
Sugars 0g	
<b>Protein</b> 16g	

Vitamin A 0% • Vitamin C 0%  
Calcium 0% • Iron 6%

\*Percent Daily Values are based on a 2,000 calorie diet. Your daily values may be higher or lower depending on your calorie needs.

### Product Specifications

GTIN	00858863007267	Case Net Weight	32
Item UPC		Case L,W,H	14 7/16 x 10 1/16 x 16 5/8
Shelf Life	365 days from pack date	Cube	1.3977
Unit Size	8 four pound bags	Tie x High	7 X 7
Case Gross Weight	34 lbs	SERVINGS	Approx. 138 per cs

Servings Continued: Drumstick Range is 2.5 oz to 4.25 oz / Thigh Range is 2.25 oz to 4.5 oz

### Features & Benefits

- 47.58 donated food pounds per case (Dark Meat)

### CN Nutritional Information

One Drumstick or One Thigh provides 2.0 oz equivalent meat/meat alternate for the Child Nutrition Meal Pattern Requirements.

### Ingredients

INGREDIENTS: Chicken drumsticks and chicken thighs, water, salt, spices, chicken broth, sugar, natural flavors, chicken fat, native starch, yeast extract, sodium phosphates, xanthan gum, natural smoke flavor, guar gum, gum arabic

### Preparation and Cooking

Conventional Oven 20 min @ 350F. Convection Oven 14 min @ 350F



ROASTED

**791890**

## CHICKEN DRUMSTICKS AND THIGHS

INGREDIENTS: Chicken drumsticks and chicken thighs, water, salt, spices, chicken broth, sugar, natural flavors, chicken fat, native starch, yeast extract, sodium phosphates, xanthan gum, natural smoke flavor, guar gum, gum arabic

HEATING INSTRUCTIONS: CONVENTIONAL OVEN 20 MIN @ 350. CONVECTION OVEN 14 MIN @ 350

NET WT: 32 LBS

PACKED BY  
GOLD CREEK FOODS, GAINESVILLE, GA 30501

KEEP FROZEN



P 2751A

Jack Crawford, Director 9/13/2021

Specifications subject to changes, errors and omissions. 2255 White Sulphur Rd, Gainesville, GA 30501

**Product Formulation Statement (Product Analysis for Meat/Meal Alternate(M/MA) Products**

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

PRODUCT NAME ROASTED CHICKEN DRUMS & THIGHS CODE NO 791890  
 MANUFACTURER: Gold Creek Foods CASE 32 PACK 8/4 COUNT 160 PORTION 3.2 SIZE 3.2

**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 Drums/Thighs	4.2	X	0.49	2.06
		X		
<b>A. Total Creditable M/MA</b>				<b>2</b>

\*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, Manufacturers name and code number	Ounces Dry APP Per Portion	Multiply	% of Protein As-Is*	Divide by 18**	Creditable Amount APP***
N/A		X		18	
		X		18	
<b>B. Total Creditable APP Amount</b>					<b>0.00</b>
<b>C. TOTAL CREDITABLE AMOUNT (A+B round down to nearest 1/4 oz</b>					<b>2</b>

\*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.

Total Creditable Amount must be rounded down to the nearest 0.25 oz. 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

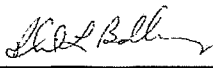
Total weight (per portion) of product as purchased 3.2 oz

Total creditable amount of product (per portion) 2 oz

(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 3.2 oz serving of the above product (ready for serving contains 2 oz 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 Part 210, 220, 225, 226, Appendix A) as demonstrated by the attached supplier documentation.

  
Signature

Director of R&D  
Title

Phil L. Bradberry  
Printed Name

1.20.2020  
Date

678-928-7031  
Phone Number





To: Our Valued Customers

Date: December 5, 2019

RE: Bone-In Chicken Processing

Gold Creek would like to take this opportunity to provide information regarding the processing of our bone-in Chicken Parts.

When USDA procures chicken for the purpose of diversion to manufacturers, their specifications require a size range for the whole bird. Whole Bird size ranges for Bulk Large Chicken 100103 is **3.75 pounds and up**.

Manufacturers (Processors) then either debone the chicken to produce formed products or other portion-controlled items like chunks and fillets or cut up the chicken for bone-in products.

It is very difficult to state exactly what the number of servings per case will be when processing bone-in chicken. This difficulty arises from the fact that no two birds weigh the same. USDA specifications state a broad range – 3.75 and up. Because of this variation in whole bird weights, the weights of the individual pieces can and will vary. The heavier the bird, the bigger the component parts will be and fewer pieces will be in a case. Conversely, the lighter the bird, the smaller the component parts will be, and more pieces will be in a case. This is industry wide and not unique to Gold Creek.

Because of the variation in sizes used, Gold Creek cannot guarantee the number of servings per case in our Bone-In Breaded Thighs and Drums (Item 791880) or in our Bone-In Roasted Thighs and Drums (Item 791890).

**Item Code 791880 Breaded Bone-In Thighs and Drums: Our fact sheets show an approximate 112 servings per case.**

This is a target and not a guarantee. Thigh piece weights will range between 2.46 to 10.15 ounces. Drum piece weights will range between 2.85 to 7.36 ounces. If all pieces in the case weighed 2.46 ounces, the total servings would be 208; if all pieces in the case weighed 10.15 ounces, the total servings would be 50. Our target piece count is 112.

**Item Code 791890 Roasted Bone-In Thighs and Drums: Our fact sheets show an approximate 138 servings per case.**

This is a target and not a guarantee. Thigh piece weights will range between 2.25 to 4.5 ounces. Drum piece weights will range between 2.5 to 4.25 ounces. If all pieces in the case weighed 2.25 ounces, you would get 227 servings; if all pieces in the case weighed 4.5 ounces, you would get 113 servings. Our target piece count is 138.

Please do not hesitate to contact us with any questions you may have regarding this notification.

Jack Crawford

Jody Hardin

Dawn Richardson

Jason Sosebee

Phyllis Higginbotham

[Jack.Crawford@goldcreekfoods.com](mailto:Jack.Crawford@goldcreekfoods.com) [Jody.Hardin@goldcreekfoods.com](mailto:Jody.Hardin@goldcreekfoods.com) [Dawn.Richardson@goldcreekfoods.com](mailto:Dawn.Richardson@goldcreekfoods.com) [Jason.Sosebee@goldcreekfoods.com](mailto:Jason.Sosebee@goldcreekfoods.com) [phyllis.higginbotham@goldcreekfoods.com](mailto:phyllis.higginbotham@goldcreekfoods.com)

770-570-6098

770-354-9186

404-661-6112

404-966-5294

713-597-0988



792441 - Fully Cooked Whole Grain Chicken Breast Tenderloins

### Nutrition Facts

Serving Size 3 Tenders (128g)  
Servings Per Container 113

#### Amount Per Serving

<b>Calories</b>	220	
		<b>% Daily Value*</b>
<b>Total Fat 7g</b>		9%
Saturated Fat 1.5g		8%
Trans Fat 0g		
<b>Cholesterol 65mg</b>		22%
<b>Sodium 460mg</b>		20%
<b>Total Carbohydrate 14g</b>		5%
Dietary Fiber 2g		7%
Sugars 0g		
<b>Protein 22g</b>		
Vitamin A %	•	Vitamin C 0 %
Calcium 2%	•	Iron 10%

\*Percent Daily Values are based on a 2,000 calorie diet. Your daily values may be higher or lower depending on your calorie needs.



### Product Specifications

GTIN	00850495005901	Case Net Weight	32
Item UPC		Case L,W,H	14 7/16 x 10 1/16 x 16 5/8
Shelf Life	365 days from pack date	Cube	1.3977
Unit Size	8 four pound bags	Tie x High	7 X 7
Case Gross Weight	34 lbs	SERVINGS	3 pc- 4.50 oz / 113 per case

### Features & Benefits

- 31.68 donated food pounds per case (White Meat)

### CN Nutritional Information

Three 1.50 oz breaded fully cooked chicken tenders provides 2.0 oz equivalent meat/meat alternate and 1.0 oz equivalent grain for the Child Nutrition Meal Pattern Requirements.

SMART SNACK COMPLIANT

### Ingredients

INGREDIENTS: Chicken breast meat with rib meat, water, salt, sodium phosphate, onion powder, garlic powder, modified corn starch BREADED WITH: Whole wheat flour, enriched wheat flour (wheat flour, niacin, reduced iron, thiamine mononitrate, riboflavin, folic acid), salt, spices, sucrose, dried yeast, garlic powder

### Preparation and Cooking

Conventional Oven 20 min @ 350. Convection oven 14 min @ 350

BREADED FULLY COOKED

# CHICKEN BREAST TENDERS 792441

WITH RIB MEAT

INGREDIENTS: Chicken breast meat with rib meat, water, salt, sodium phosphate, onion powder, garlic powder, modified corn starch.

BREADED WITH: Whole wheat flour, enriched wheat flour (wheat flour, niacin, reduced iron, thiamine mononitrate, riboflavin, folic acid), salt, spices, sucrose, dried yeast, garlic powder

BATTERED WITH: Water, whole wheat flour, enriched wheat flour (wheat flour, niacin, reduced iron, thiamine mononitrate, riboflavin, folic acid), buttermilk solids, salt, dextrose, citric acid, leavening (sodium acid pyrophosphate, sodium bicarbonate, monocalcium phosphate), xanthan gum.

PREDUSTED WITH: Whole wheat flour, enriched wheat flour (wheat flour, niacin, reduced iron, thiamine mononitrate, riboflavin, folic acid), leavening (sodium bicarbonate, monocalcium phosphate, sodium acid pyrophosphate), salt, spices, corn starch, garlic powder.

Breading is browned in soybean oil

CONTAINS: WHEAT, MILK

HEATING INSTRUCTIONS: CONVENTIONAL OVEN 20 MIN @ 350. CONVECTION OVEN 14 MIN @ 350

NET WT: 32 LBS

PACKED BY  
GOLD CREEK FOODS, GAINESVILLE, GA 30501

KEEP FROZEN



P-27505A

Jack Crawford, Director 9/13/2021

Specifications subject to changes, errors and omissions 2255 White Sulphur Rd, Gainesville, GA 30501



**Formulation Statement for Documenting Grain 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 the previous standards through SY 2012-2013. The new crediting standards for grains (as outlined in Policy Memorandum SP 30-2014) 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 FC Chicken Tenderloin CODE NO: 792441  
 MANUFACTURER Gold Creek Foods SERVING SIZE 4.50 oz

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          NO x How many grams           
*(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)*

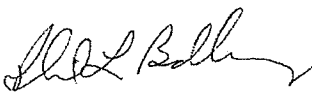
III. Use Policy Memorandum SP 30-2012 Grain Requirements for the National School Lunch Program and School Breakfast Programs: Exhibit A to determine if the product fits into Groups A-G (baked goods), Group H (cereal grains) or Group I (RTE breakfast cereals). *(Different methodologies are applied to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

Description of Creditable Grain Ingredient	Grams of Creditable Grain Ingredient per Portion		Gram Standard of Creditable Grain per oz eq (16g or 28g)		Creditable Amount A+B
	A		B		
Whole Grain Wheat Flour	9.9		16		0.62
Enriched Wheat Flour	8.9		16		0.56
			16		0.00
<b>Total Creditable Amount Whole Grain</b>					<b>1.175</b>

Total weight (per portion) of product as purchased 4.50 oz  
 Total contribution of product (per portion) 1.00 oz equivalent

I certify that the above information is true and correct and that a 4.50 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

Director of R&D  
 \_\_\_\_\_  
 Title

Phil L. Bradberry  
 \_\_\_\_\_  
 Printed Name

11.5.21  
 \_\_\_\_\_  
 Date

Phone Number 678-928-7031



**Product Formulation Statement (Product Analysis for Meat/Meal Alternate(M/MA) Products**

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

PRODUCT NAME Whole Grain FC Chicken Tenderloins CODE NO 792441  
 MANUFACTURER: Gold Creek Foods CASE PACK COUNT PORTION SIZE  
32 lb 8/4 340 4.5 1.500

**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 with rib meat	2.87	X	0.7	2.01
		X	0.7	0.00
<b>A. Total Creditable M/MA</b>				<b>2.009</b>

\*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, Manufacturers name and code number	Ounces Dry APP Per Portion	Multiply	% of Protein As-Is*	Divide by 18**	Creditable Amount APP***
		X	86	18	0.00
		X		18	0.00
<b>B. Total Creditable APP Amount</b>					<b>0.00</b>
<b>C. TOTAL CREDITABLE AMOUNT (A+B round down to nearest 1/4 oz)</b>					<b>2.009</b>

\*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.

Total Creditable Amount must be rounded down to the nearest 0.25 oz. 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

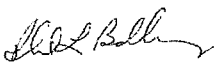
Total weight (per portion) of product as purchased 4.50 oz

Total creditable amount of product (per portion) 2.00 oz

(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 4.50 oz serving of the above product (ready for serving contains 2.00 oz 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 Part 210, 220, 225, 226, Appendix A) as demonstrated by the attached supplier documentation.

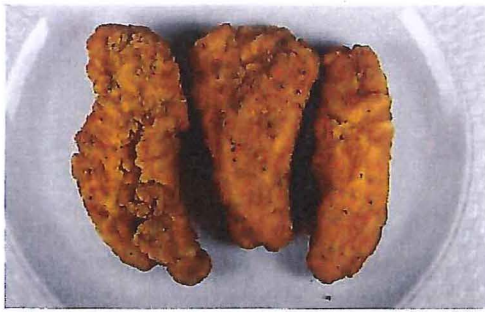
  
Signature

Director of R&D  
Title

Phil L. Bradberry  
Printed Name

11.5.21  
Date

678-928-7031  
Phone Number



792451 - Fully Cooked Whole Grain Chicken Spicy Breast Tenderloins

### Nutrition Facts

Serving Size 3 Tenders (128g)  
Servings Per Container 113

#### Amount Per Serving

<b>Calories</b>	220	
		<b>% Daily Value*</b>
<b>Total Fat</b> 10g		13%
Saturated Fat 1g		5%
Trans Fat 0g		
<b>Cholesterol</b> 60mg		20%
<b>Sodium</b> 380mg		17%
<b>Total Carbohydrate</b> 17g		6%
Dietary Fiber 4g		14%
Sugars 2g		
<b>Protein</b> 17g		
Vitamin A %	•	Vitamin C 0 %
Calcium 2%	•	Iron 6%

\*Percent Daily Values are based on a 2,000 calorie diet. Your daily values may be higher or lower depending on your calorie needs.

### Product Specifications

GTIN	00850028545256	Case Net Weight	32
Item UPC		Case L,W,H	14 7/16 x 10 1/16 x 16 5/8
Shelf Life	365 days from pack date	Cube	1.3977
Unit Size	8 four pound bags	Tie x High	7 X 7
Case Gross Weight	34 lbs	SERVINGS	3 pc- 4.50 oz / 113 per case

### Features & Benefits

- 31.68 donated food pounds per case (White Meat)

### CN Nutritional Information

Three 1.50 oz breaded fully cooked chicken tenders provides 2.0 oz equivalent meat/meat alternate and 1.0 oz equivalent grain for the Child Nutrition Meal Pattern Requirements.

SMART SNACK COMPLIANT

### Ingredients

INGREDIENTS: Chicken breast with rib meat, water, salt, sodium phosphate. BREADED WITH: Whole wheat flour, sugar, dextrose, salt, maltodextrin, hot sauce (cayenne pepper, distilled vinegar, salt, garlic powder), spice, leavening (cream of tartar, sodium bicarbonate), wheat flour, garlic flour, onion powder, yeast, natural flavors, extractives of paprika

### Preparation and Cooking

Conventional Oven 18 min @ 400 F / Fryer: 4 min @ 350 F



## BREADED FULLY COOKED SPICY CHICKEN BREAST STRIPS

# 792451

INGREDIENTS: Chicken breast with rib meat, water, salt, sodium phosphate

BREADED WITH: Whole wheat flour, sugar, dextrose, salt, maltodextrin, hot sauce (cayenne pepper, distilled vinegar, salt, garlic powder), spice, leavening(cream of tartar, sodium bicarbonate), wheat flour, garlic powder, onion powder, yeast, natural flavors, extractives of paprika

BATTERED WITH: Water, whole wheat flour, enriched wheat flour(wheat flour, niacin, reduced iron, thiamine mononitrate, riboflavin, folic acid), corn starch, buttermilk solids(buttermilk powder, whey solids, nonfat dry milk), salt, yellow corn flour, dextrose, citric acid, leavening(sodium acid pyrophosphate, sodium bicarbonate, monocalcium phosphate), xanthan gum

BREADED WITH: Whole wheat flour, modified potato starch, salt, soybean oil

Breading is browned in vegetable oil

CONTAINS: WHEAT, MILK

HEATING INSTRUCTIONS: OVEN: 400 F for 18 min. FRYER: 350 F for 4 min



P-27505A

**NET WT: 32 LBS**

PACKED BY  
GOLD CREEK FOODS, GAINESVILLE, GA 30501

**KEEP FROZEN**

Jack Crawford, Director 9/13/2021

Specifications subject to changes, errors and omissions. 2255 White Sulphur Rd, Gainesville, GA 30501

**Formulation Statement for Documenting Grain 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 the previous standards through SY 2012-2013. The new crediting standards for grains (as outlined in Policy Memorandum SP 30-2014) 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 SPICY FC Chicken Breast Strip CODE NO: **792451**  
 MANUFACTURER Gold Creek Foods SERVING SIZE 4.5

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          NO x How many grams           
 (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 Programs: 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 16 grams creditable grain per oz eq; Group H uses the standard of 28 grams 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:         A        

Description of Creditable Grain Ingredient	Grams of Creditable Grain Ingredient per Portion		Gram Standard of Creditable Grain per oz eq (16g or 28g)		Creditable Amount A+B
	A		B		
Whole Grain wheat flour	15.36		16		0.96
Enriched wheat flour	0.66		16		0.04
			16		0.00
<b>Total Creditable Amount Whole Grain</b>					<b>1</b>

Total weight (per portion) of product as purchased         4.5          
 Total contribution of product (per portion)         1         oz equivalent

I certify that the above information is true and correct and that a         4.5         ounce portion of this product (ready for serving) provides         1         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

        Director of R&D          
 \_\_\_\_\_  
 Title

        Phil L. Bradberry          
 \_\_\_\_\_  
 Printed Name

        12.10.20          
 \_\_\_\_\_  
 Date

Phone Number         678-928-7031

**Product Formulation Statement (Product Analysis for Meat/Meal Alternate(M/MA) Products**

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

PRODUCT NAME Whole Grain SPICY FC Chicken Breast Strip CODE NO **792451**

MANUFACTURER: Gold Creek Foods CASE PACK COUNT PORTION SIZE  
32 lbs 8/4 340 4.5 1.5

**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 with rib meat	2.88	X	0.7	2.02
		X	0.7	0.00
<b>A. Total Creditable M/MA</b>				<b>2.016</b>

\*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, Manufacturers name and code number	Ounces Dry APP Per Portion	Multiply	% of Protein As-Is*	Divide by 18**	Creditable Amount APP***
N/A		X		18	
		X		18	
<b>B. Total Creditable APP Amount</b>					<b>0.00</b>
<b>C. TOTAL CREDITABLE AMOUNT (A+B round down to nearest 1/4 oz)</b>					<b>2</b>

\*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.

Total Creditable Amount must be rounded down to the nearest 0.25 oz. 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

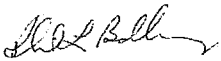
Total weight (per portion) of product as purchased 4.5 oz

Total creditable amount of product (per portion) 2 oz

(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 4.5 oz serving of the above product (ready for serving contains 2 oz 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 Part 210, 220, 225, 226, Appendix A) as demonstrated by the attached supplier documentation.

  
Signature

Director of R&D  
Title

Phil L. Bradberry  
Printed Name

12.10.20  
Date

678-928-7031  
Phone Number