

**State of Nebraska (State Purchasing Bureau)  
REQUEST FOR PROPOSAL FOR  
CONTRACTUAL SERVICES FORM**

RETURN TO:  
State Purchasing Bureau  
301 Centennial Mall South, 1st Fl  
Lincoln, Nebraska 68508  
OR  
P.O. Box 94847  
Lincoln, Nebraska 68509-4847  
Phone: 402-471-2401  
Fax: 402-471-2089

SOLICITATION NUMBER	RELEASE DATE
<b>4517Z1</b>	<b>September 13, 2013</b>
OPENING DATE AND TIME	PROCUREMENT CONTACT
<b>October 8, 2013 2:00 p.m. Central Time</b>	<b>Pete Kroll / Robert Thompson</b>

This form is part of the specification package and must be signed and returned, along with proposal documents, by the opening date and time specified.

**PLEASE READ CAREFULLY!**

**SCOPE OF SERVICE**

The State of Nebraska, Administrative Services (AS), Materiel Division, Purchasing Bureau, is issuing this Request for Proposal, RFP Number 4517Z1 for the purpose of selecting a qualified contractor to provide warehousing for USDA donated foods.

Written questions are due no later than September 23, 2013, and should be submitted via e-mail to [as.materielpurchasing@nebraska.gov](mailto:as.materielpurchasing@nebraska.gov). Written questions may also be sent by facsimile to (402) 471-2089.

Bidder should submit one (1) original and four (4) copies of the entire proposal. In the event of any inconsistencies among the proposals, the language contained in the original proposal shall govern. Proposals must be submitted by the proposal due date and time.

PROPOSALS MUST MEET THE REQUIREMENTS OUTLINED IN THIS REQUEST FOR PROPOSAL TO BE CONSIDERED VALID. PROPOSALS WILL BE REJECTED IF NOT IN COMPLIANCE WITH THESE REQUIREMENTS.

1. Sealed proposals must be received in State Purchasing by the date and time of proposal opening indicated above. No late proposals will be accepted. No electronic, e-mail, fax, voice, or telephone proposals will be accepted.
2. This form "REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES" MUST be manually signed, in ink, and returned by the proposal opening date and time along with bidder's proposal and any other requirements as specified in the Request for Proposal in order to be considered for an award.
3. It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Website address is as follows:  
<http://das.nebraska.gov/materiel/purchasing/rfp.htm>
4. It is understood by the parties that in the State of Nebraska's opinion, any limitation on the contractor's liability is unconstitutional under the Nebraska State Constitution, Article XIII, Section 3, and that any limitation of liability shall not be binding on the State of Nebraska despite inclusion of such language in documents supplied with the contractor's bid or in the final contract.

**BIDDER MUST COMPLETE THE FOLLOWING**

By signing this Request For Proposal For Contractual Services form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the terms and conditions (see Section III) and certifies bidder maintains a drug free work place environment.

\_\_\_\_\_ I hereby certify that I am a Resident disabled veteran or business located in a designated enterprise zone in accordance with Neb. Rev Stat §73-107 and wish to have preference, if applicable, considered in the award of this contract.

FIRM: \_\_\_\_\_

COMPLETE ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

TYPED NAME & TITLE OF SIGNER: \_\_\_\_\_

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## GLOSSARY OF TERMS

**Acceptance Test Procedure:** Benchmarks and other performance criteria, developed by the State of Nebraska or other sources of testing standards, for measuring the effectiveness of products or services and the means used for testing such performance.

**Addendum:** Something added or to be added.

**Agency:** Any state agency, board, or commission other than the University of Nebraska, the Nebraska State colleges, the courts, the Legislature, or any officer or agency established by the Constitution of Nebraska.

**Agent:** A person authorized by a superior or organization to act on their behalf.

**Amend:** To alter or change by adding, subtracting, or substituting. A contract can be amended only by the parties participating in the contract. A written contract can only be amended in writing.

**Amendment:** Written correction or alteration.

**Appropriation:** Legislative authorization to expend public funds for a specific purpose. Money set apart for a specific use.

**Award:** All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the Request for Proposal. The State reserves the right to reject any or all proposals, wholly or in part, or to award to multiple bidders in whole or in part. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State.

**Best and Final Offer (BAFO):** A second-stage bid in a public procurement for services.

**Bid:** The executed document submitted by a bidder in response to a Request for Proposal.

**Bid Bond:** A bond given by a surety on behalf of the bidder to ensure that the bidder will enter into the contract as bid and is retained by the State from the date of the bid opening to the date of contract signing.

**Bidder:** Any person or entity submitting a competitive bid response to a solicitation.

**Business:** Any corporation, partnership, individual, sole proprietorship, joint-stock company, joint venture, or any other private legal entity.

**Business Day:** Any weekday, excepting public holidays.

**Calendar Day:** Every day shown on the calendar; Saturdays, Sundays and State/Federal holidays included. Not to be confused with "Work Day".

**Collusion:** A secret agreement or cooperation between two or more persons or entities to accomplish a fraudulent, deceitful or unlawful purpose.

**Competition:** The process by which two or more vendors vie to secure the business of a purchaser by offering the most favorable terms as to price, quality, delivery and/or service.

**Confidential Information:** Unless otherwise defined below, "Confidential Information" shall also mean proprietary trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Nebraska Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would provide.

**Contract:** An agreement between two or more persons to perform a specific act or acts.

**Contract Administration:** The Management of various facets of contracts to assure that the contractors total performance is in accordance with the contractual commitments and obligations to the purchaser are fulfilled.

**Contract Management:** Includes reviewing and approving of changes, executing renewals, handling disciplinary actions, adding additional users, and any other form of action that could change the contract.

**Contractor:** Any person or entity that supplies goods and/or services.

**Conversion Period:** A period of time not to exceed six (6) months, during which the State converts to a new Operating System under "Conversion" as per this RFP.

**Copyright:** A grant to a writer/artist that recognizes sole authorship/creation of a work and protects the creator's interest(s) therein.

**CPU:** Any computer or computer system that is used by the State to store, process, or retrieve data or perform other functions using Operating Systems and applications software.

**Critical Program Error:** Any Program Error, whether or not known to the State, which prohibits or significantly impairs use of the Licensed Software as set forth in the documentation and intended in the contract.

**Default:** The omission or failure to perform a contractual duty.

**Deviation:** Any proposed change(s) or alteration(s) to either the contractual language or deliverables within the scope of this Request for Proposal.

**Documentation:** The user manuals and any other materials in any form or medium customarily provided by the contractor to the users of the Licensed Software which will provide the State with sufficient information to operate, diagnose, and maintain the Licensed Software properly, safely, and efficiently.

**Evaluation Committee:** A committee (or committees) appointed by the requesting agency that advises and assists the procuring office in the evaluation of proposals.

**Evaluation of Proposal:** The process of examining a proposal after opening to determine the bidder's responsibility, responsiveness to requirements, and to ascertain other characteristics of the proposal that relate to determination of the successful bidder.

**Extension:** A provision, or exercise of a provision, of a contract that allows a continuance of the contract (at the option of the State of Nebraska) for an additional time according to contract conditions. Not to be confused with "Renewals."

**F.O.B. Destination:** Free on Board. The delivery charges have been included in the quoted price and prepaid by the vendor. Vendor is responsible for all claims associated with damages during delivery of product.

**Foreign Corporation:** A foreign corporation is a corporation that was formed (i.e. incorporated) in another state but transacting business in Nebraska pursuant to a certificate of authority issued by the Nebraska Secretary of State.

**Installation Date:** The date when the procedures described in "Installation by Contractor, and Installation by State", as found in the RFP, are completed.

**Late Proposal:** A proposal received at the place specified in the solicitation after the date and time designated for all proposals to be received.

**Licensed Software:** Any and all software and documentation by which the State acquires or is granted any rights under the contract.

**May:** Denotes discretion.

**Mandatory:** Required, compulsory or obligatory.

**Module:** A collection of routines and data structures that perform a specific function of the Licensed Software.

**Must:** Denotes the imperative, required, compulsory or obligatory.

**Opening Date:** Specified date and time for the public opening of received, labeled and sealed formal proposals. Not to be confused with "Release Date".

**Operating System:** The control program in a computer that provides the interface to the computer hardware and peripheral devices, and the usage and allocation of memory resources, processor resources, input/output resources, and security resources.

**Outsourcing:** Acquiring computing or related services from a source outside of the State of Nebraska which may include programming and/or executing the State's Licensed Software on the State's CPU's, programming, and/or executing the State's programs and Licensed Software on the contractor's CPU's or any mix thereof.

**Outsourcing Company:** A company that provides Outsourcing Services under contract to the State.

**Performance Bond:** A bond given by a surety on behalf of the contractor to ensure the timely and proper (in sole estimation of the State) performance of a contract.

**Platform:** A specific hardware and Operating System combination that is different from other hardware and Operating System combinations to the extent that a different version of the Licensed Software product is required to execute properly in the environment established by such hardware and Operating System combination.

**Product:** A module, a system, or any other software-related item provided by the contractor to the State.

**Program Error:** Code in Licensed Software which produces unintended results or actions, or which produces results or actions other than those described in the specifications. A program error includes, without limitation, any “Critical Program Error.”

**Program Set:** The group of programs and products, including the Licensed Software specified in the RFP, plus any additional programs and products licensed by the State under the contract for use by the State.

**Project:** The total of all software, documentation, and services to be provided by the contractor under the contract.

**Proposal:** The executed document submitted by a bidder in response to a Request for Proposal.

**Proprietary Information:** Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive.

**Protest:** A complaint about a governmental action or decision related to a Request for Proposal or the resultant contract, brought by a prospective bidder, a bidder, a contractor, or other interested party to AS Materiel Division or another designated agency with the intention of achieving a remedial result.

**Public Proposal Opening:** The process of opening proposals, conducted at the time and place specified in the Request for Proposal, and in the presence of anyone who wishes to attend.

**Recipient Agency (RA):** Organizations within a State eligible to receive donated foods- Schools (public and private), RCCI, CI,NSIP,SFSP, summer camps soup kitchens.

**Recommended Hardware Configuration:** The data processing hardware (including all terminals, auxiliary storage, communication, and other peripheral devices) to the extent utilized by the State as recommended by the contractor.

**Release Date:** Date of release of the Request for Proposal to the public for submission of proposal responses. Not to be confused with “Opening Date”.

**Renewal:** Continuance of a contract for an additional term after a formal signing by the parties.

**Representative:** Includes an agent, an officer of a corporation or association, a trustee, executor or administrator of an estate, or any other person legally empowered to act for another.

**Request for Proposal (RFP):** All documents, whether attached or incorporated by reference, utilized for soliciting competitive proposals.

**Responsible Bidder:** A bidder who has the capability in all respects to perform fully all requirements with integrity and reliability to assure good faith performance.

**Responsive Bidder:** A bidder who has submitted a bid which conforms in all respects to the solicitation document.

**SDA Pre-Proposal Conference:** A meeting scheduled for the purpose of providing clarification regarding a Request for Proposal and related expectations.

**Shall:** Denotes the imperative, required, compulsory or obligatory.

**Should:** Indicates an expectation.

**Solicitation:** The process of notifying prospective bidders or offerors that the State of Nebraska wishes to receive proposals for furnishing services. The process may consist of public advertising, posting notices, or mailing Request for Proposals and/or Request for Proposal announcement letter to prospective bidders, or all of these.

**Solicitation Document:** Request for Proposal.

**Specifications:** The information provided by or on behalf of the contractor that fully describes the capabilities and functionality of the Licensed Software as set forth in any material provided by the contractor, including the documentation and User's Manuals described herein.

**State Distribution Agency (SDA):** Nebraska Department of Health and Human Services Food Distribution Program

**System:** Any collection or aggregation of two (2) or more Modules that is designed to function, or is represented by the contractor as functioning or being capable of functioning as an entity.

**Termination:** Occurs when either party pursuant to a power created by agreement or law puts an end to the contract. All obligations which are still executory on both sides are discharged but any right based on prior breach or performance survives.

**Trademark:** A distinguishing sign, symbol, mark, word, or arrangement of words in the form of a label or other indication, that is adopted and used by a manufacturer or distributor to designate its particular goods and which no other person has the legal right to use.

**Trade Secret:** Information, including, but not limited to, a drawing, formula, pattern, compilation, program, device, method, technique, code, or process that; (a) derives independent economic value, actual or potential, from not being known to, and not being ascertainable by proper means, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy (see Neb. Rev. Stat. §87-502(4)).

**Upgrade:** Any improvement or change in the Software that improves or alters its basic function.

**Vendor:** An actual or potential contractor; a contractor.

**WBSCM:** Computer system that provides an integrated commodity purchasing, tracking and ordering system for USDA and USAID as well as vendors, suppliers and transportation personal.

**Will:** Denotes the imperative, required, compulsory or obligatory.

## I. SCOPE OF THE REQUEST FOR PROPOSAL

The State of Nebraska, Administrative Services (AS), Materiel Division, Purchasing Bureau (hereafter known as State Purchasing Bureau), is issuing this Request for Proposal, RFP Number 4517Z1 for the purpose of selecting a qualified contractor to provide warehousing of USDAA donated food in accordance with the CFR located at <http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&SID=8292f6c953859ceaa062b5f57a70dc72&rqn=div8&view=text&node=7:4.1.1.2.14.2.1.5&idno=7>

A contract resulting from this Request for Proposal will be issued from the date of award through June 30, 2014.

**ALL INFORMATION PERTINENT TO THIS REQUEST FOR PROPOSAL CAN BE FOUND ON THE INTERNET AT:** <http://das.nebraska.gov/materiel/purchasing/rfp.htm>

### A. SCHEDULE OF EVENTS

The State expects to adhere to the tentative procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change.

	<b>ACTIVITY</b>	<b>DATE/TIME</b>
1.	Release Request for Proposal	September 13, 2013
2.	Last day to submit written questions	September 23, 2013
3.	State responds to written questions through Request for Proposal "Addendum" and/or "Amendment" to be posted to the Internet at: <a href="http://das.nebraska.gov/materiel/purchasing/rfp.htm">http://das.nebraska.gov/materiel/purchasing/rfp.htm</a>	September 27, 2013
4.	Proposal Opening Location: Nebraska State Office Building State Purchasing Bureau 301 Centennial Mall South, Mall Level Lincoln, NE 68508	October 8, 2013 2:00 PM Central Time
5.	Review for conformance of mandatory requirements	October 8, 2013
6.	Evaluation period	October 8, 2013 through October 11, 2013
7.	Post "Letter of Intent to Contract" to Internet at: <a href="http://das.nebraska.gov/materiel/purchasing/rfp.htm">http://das.nebraska.gov/materiel/purchasing/rfp.htm</a>	October 15, 2013
8.	Performance bond submission	November 1, 2013
9.	Contract award	November 1, 2013
10.	Contractor start date	November 1, 2013

## II. PROCUREMENT PROCEDURES

### A. PROCURING OFFICE AND CONTACT PERSON

Procurement responsibilities related to this Request for Proposal reside with the State Purchasing Bureau. The point of contact for the procurement is as follows:

Name: Pete Kroll / Robert Thompson  
Agency: State Purchasing Bureau  
Address: 301 Centennial Mall South, Mall Level  
Lincoln, NE 68508

OR

Address: P.O. Box 94847  
Lincoln, NE 68509  
Telephone: 402-471-2401  
Facsimile: 402-471-2089  
E-Mail: [as.materielpurchasing@nebraska.gov](mailto:as.materielpurchasing@nebraska.gov)

### B. GENERAL INFORMATION

The Request for Proposal is designed to solicit proposals from qualified vendors who will be responsible for providing warehousing for USDA donated foods at a competitive and reasonable cost. Proposals that do not conform to the mandatory items as indicated in the Request for Proposal will not be considered.

Proposals shall conform to all instructions, conditions, and requirements included in the Request for Proposal. Prospective bidders are expected to carefully examine all documentation, schedules and requirements stipulated in this Request for Proposal, and respond to each requirement in the format prescribed.

A fixed-price contract will be awarded as a result of this proposal. In addition to the provisions of this Request for Proposal and the awarded proposal, which shall be incorporated by reference in the contract, any additional clauses or provisions required by the terms and conditions will be included as an amendment to the contract.

### C. COMMUNICATION WITH STATE STAFF

From the date the Request for Proposal is issued until a determination is announced regarding the selection of the contractor, contact regarding this project between potential contractors and individuals employed by the State is restricted to only written communication with the staff designated above as the point of contact for this Request for Proposal.

Once a contractor is preliminarily selected, as documented in the intent to contract, that contractor is restricted from communicating with State staff until a contract is signed. Violation of this condition may be considered sufficient cause to reject a contractor's proposal and/or selection irrespective of any other condition.

The following exceptions to these restrictions are permitted:

1. written communication with the person(s) designated as the point(s) of contact for this Request for Proposal or procurement;
2. contacts made pursuant to any pre-existing contracts or obligations; and
3. state-requested presentations, key personnel interviews, clarification sessions or discussions to finalize a contract.

Violations of these conditions may be considered sufficient cause to reject a bidder's proposal and/or selection irrespective of any other condition. No individual member of the State, employee of the State, or member of the Evaluation Committee is empowered to make binding statements regarding this Request for Proposal. The buyer will issue any clarifications or opinions regarding this Request for Proposal in writing.

#### **D. WRITTEN QUESTIONS AND ANSWERS**

Any explanation desired by a bidder regarding the meaning or interpretation of any Request for Proposal provision must be submitted in writing to the State Purchasing Bureau and clearly marked "RFP Number 4517Z1; Warehousing for USDA Donated Foods Questions". It is preferred that questions be sent via e-mail to [as.materielpurchasing@nebraska.gov](mailto:as.materielpurchasing@nebraska.gov). Questions may also be sent by facsimile to 402-471-2089, but must include a cover sheet clearly indicating that the transmission is to the attention of Pete Kroll / Robert Thompson, showing the total number of pages transmitted, and clearly marked "RFP Number 4517Z1; warehousing for USDA Donated Foods Questions".

Written answers will be provided through an addendum to be posted on the Internet at <http://das.nebraska.gov/materiel/purchasing/rfp.htm> on or before the date shown in the Schedule of Events.

#### **E. SUBMISSION OF PROPOSALS**

The following describes the requirements related to proposal submission, proposal handling and review by the State.

To facilitate the proposal evaluation process, one (1) original, clearly identified as such, and four (4) copies of the entire proposal should be submitted. The copy marked "original" shall take precedence over any other copies, should there be a discrepancy. Proposals must be submitted by the proposal due date and time. A separate sheet must be provided that clearly states which sections have been submitted as proprietary or have copyrighted materials. All proprietary information the bidder wishes the State to withhold must be submitted in accordance with the instructions outlined in Section III, Proprietary Information. Proposal responses should include the completed Form A, Bidder Contact Sheet, and Form B, Cost Sheet. Proposals must reference the request for proposal number and be sent to the specified address. Container(s) utilized for original documents should be clearly marked "ORIGINAL DOCUMENTS". Please note that the address label should appear as specified in Section II part A on the face of each container or bidder's bid response packet. Rejected late proposals will be returned to the bidder unopened, if requested, at bidder's expense. If a recipient phone number is required for delivery purposes, 402-471-2401 should be used. The request for proposal number must be included in all correspondence.

Emphasis should be concentrated on conformance to the Request for Proposal instructions, responsiveness to requirements, completeness and clarity of content. If the bidder's proposal is presented in such a fashion that makes evaluation difficult or overly time consuming, it is likely that points will be lost in the evaluation process. Elaborate and lengthy proposals are neither necessary nor desired.

The Technical and Cost Proposals should be presented in separate sections (loose-leaf binders are preferred) on standard 8 ½" x 11" paper, except that charts, diagrams and the like may be on fold-outs which, when folded, fit into the 8 ½" by 11" format. Pages may be consecutively numbered for the entire proposal, or may be numbered consecutively within sections. Figures and tables must be numbered consecutively within sections. Figures and

tables must be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text.

**F. PROPOSAL OPENING**

The sealed proposals will be publicly opened and the bidding entities announced on the date, time and location shown in the Schedule of Events. Proposals will be available for viewing by those present after the proposal opening. Vendors may also contact the State to schedule an appointment for viewing proposals after the opening date.

**G. LATE PROPOSALS**

Proposals received after the time and date of the proposal opening will be considered late proposals. Rejected late proposals will be returned to the bidder unopened, if requested, at bidder's expense. The State is not responsible for proposals that are late or lost due to mail service inadequacies, traffic or any other reason(s).

**H. REJECTION OF PROPOSALS**

The State reserves the right to reject any or all proposals, wholly or in part, or to award to multiple bidders in whole or in part. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State.

**I. MANDATORY REQUIREMENTS**

The proposals will first be examined to determine if all mandatory requirements listed below have been addressed to warrant further evaluation. Proposals not meeting mandatory requirements will be excluded from further evaluation. The mandatory requirement items are as follows:

1. Signed in ink, Request For Proposal For Contractual Services form;
2. Cost Proposal.

State Statute 73-107 allows for a preference for a resident disabled veteran or business located in a designated enterprise zone. When a state contract is to be awarded to the lowest responsible bidder, a resident disabled veteran or a business located in a designated enterprise zone under the Enterprise Zone Act shall be allowed a preference over any other resident or nonresident bidder, if all other factors are equal.

Resident disabled veterans means any person (a) who resides in the State of Nebraska, who served in the United States Armed Forces, including any reserve component or the National Guard, who was discharged or otherwise separated with a characterization of honorable or general (under honorable conditions), and who possesses a disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense and (b)(i) who owns and controls a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection and (ii) the management and daily business operations of the business are controlled by one or more persons described in subdivision(a) of this subsection. Any contract entered into without compliance with this section shall be null and void.

Therefore, if a resident disabled veteran or business located in a designated enterprise zone submits a bid in accordance with Neb. Rev. Stat. §73-107 and has checked "yes" requesting priority/preference to be considered in the award of this contract, the following will need to be submitted by the vendor within 10 business days of request:

- a. Documentation from the United States Armed Forces confirming service,
- b. Documentation of discharge or otherwise separated characterization of honorable or general (under honorable conditions),
- c. Disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense; and
- d. Documentation which shows ownership and control of a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection; and the management and daily business operations of the business are controlled by one or more persons described in subdivision (a) of this subsection.

Failure to submit the requested documentation within 10 business days of notice will disqualify the bidder from consideration of the preference.

#### **J. REFERENCE CHECKS**

The State reserves the right to check any reference(s), regardless of the source of the reference information, including but not limited to, those that are identified by the company in the proposal, those indicated through the explicitly specified contacts, those that are identified during the review of the proposal, or those that result from communication with other entities involved with similar projects.

Information to be requested and evaluated from references may include, but is not limited to, some or all of the following: project description and background, job performed, functional and technical abilities, communication skills and timeliness, cost and schedule estimates and accuracy, problems (poor quality deliverables, contract disputes, work stoppages, et cetera), overall performance, and whether or not the reference would rehire the firm or individual. Only top scoring bidders may receive reference checks and negative references may eliminate bidders from consideration for award.

#### **K. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS**

All bidders shall be authorized to transact business in the State of Nebraska. All bidders are expected to comply with all Nebraska Secretary of State registration requirements. It is the responsibility of the bidder to comply with any registration requirements pertaining to types of business entities (e.g. person, partnership, foreign or domestic limited liability company, association, or foreign or domestic corporation or other type of business entity). The Bidder who is the recipient of an Intent to Award will be required to certify that it has so complied and produce a true and exact copy of its current (within 90 days), valid Certificate of Good Standing or Letter of Good Standing; or in the case registration is not required, to provide, in writing, the reason as to why none is required. This must be accomplished prior to the award of the contract. Construction contractors are expected to meet all applicable requirements of the Nebraska Contractor Registration Act and provide a current, valid certificate of registration. Further, all bidders shall comply with any and all other applicable Nebraska statutes regarding transacting business in the State of Nebraska. Bidders should submit the above certification(s) with their bid.

**L. VIOLATION OF TERMS AND CONDITIONS**

Violation of the terms and conditions contained in this Request for Proposal or any resultant contract, at any time before or after the award, shall be grounds for action by the State which may include, but is not limited to, the following:

1. rejection of a bidder's proposal;
2. suspension of the bidder from further bidding with the State for the period of time relative to the seriousness of the violation, such period to be within the sole discretion of the State.

### III. TERMS AND CONDITIONS

By signing the "Request For Proposal For Contractual Services" form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the terms and conditions and certifies bidder maintains a drug free work place environment.

Bidders are expected to closely read the Terms and Conditions and provide a binding signature of intent to comply with the Terms and Conditions; provided, however, a bidder may indicate any exceptions to the Terms and Conditions by (1) clearly identifying the term or condition by subsection, (2) including an explanation for the bidder's inability to comply with such term or condition which includes a statement recommending terms and conditions the bidder would find acceptable. Rejection in whole or in part of the Terms and Conditions may be cause for rejection of a bidder's proposal.

#### A. GENERAL

\_\_\_\_\_ Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

The contract resulting from this Request for Proposal shall incorporate the following documents:

1. Amendment to Contract Award with the most recent dated amendment having the highest priority;
2. Contract Award and any attached Addenda;
3. The signed Request for Proposal form and the Contractor's Proposal;
4. Amendments to RFP and any Questions and Answers; and
5. The original RFP document and any Addenda.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to Contract Award with the most recent dated amendment having the highest priority, 2) Contract Award and any attached Addenda, 3) the signed Request for Proposal form and the Contractor's Proposal, 4) Amendments to RFP and any Questions and Answers, 5) the original RFP document and any Addenda.

Any ambiguity in any provision of this contract which shall be discovered after its execution shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

Once proposals are opened they become the property of the State of Nebraska and will not be returned.

#### B. AWARD

\_\_\_\_\_ Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the Request for Proposal. The State reserves the right to reject any or all proposals, wholly or in part, or to award to multiple bidders in whole or in part, and at its discretion, may withdraw or amend the Request for Proposal at any time. The State

reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State. The Request for Proposal does not commit the State to award a contract. If, in the opinion of the State, revisions or amendments will require substantive changes in proposals, the due date may be extended.

By submitting a proposal in response to this Request for Proposal, the bidder grants to the State the right to contact or arrange a visit in person with any or all of the bidder's clients.

Once an intent to award decision has been determined, it will be posted to the Internet at: <http://www.das.state.ne.us/materiel/purchasing/rfp.htm>

Grievance and protest procedure is available on the Internet at: <http://www.das.state.ne.us/materiel/purchasing/agencyervicesprocurementmanual/ProtestGrievanceProcedureForServices.doc>

Any protests must be filed by a vendor within ten (10) calendar days after the intent to award decision is posted to the Internet.

**C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION**

\_\_\_\_\_ Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

The contractor shall comply with all applicable local, State and Federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, sex, disability, or national origin (Neb. Rev. Stat. §48-1101 to 48-1125). The contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this Request for Proposal.

**D. PERMITS, REGULATIONS, LAWS**

\_\_\_\_\_ Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

The contractor shall procure and pay for all permits, licenses and approvals necessary for the execution of the contract. The contractor shall comply with all applicable local, state, and federal laws, ordinances, rules, orders and regulations.

**E. OWNERSHIP OF INFORMATION AND DATA**

\_\_\_\_\_ Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

The State of Nebraska shall have the unlimited right to publish, duplicate, use and disclose all information and data developed or derived by the contractor pursuant to the contract.

The contractor must guarantee that it has the full legal right to the materials, supplies, equipment, and other rights or titles (e.g. rights to licenses transfer or assign deliverables) necessary to execute the contract. The contract price shall, without exception, include compensation for all royalties and costs arising from patents, trademarks and copyrights that

are in any way involved in the contract. It shall be the responsibility of the contractor to pay for all royalties and costs, and the State must be held harmless from any such claims.

## **F. INSURANCE REQUIREMENTS**

\_\_\_\_\_ Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

The contractor shall not commence work under this contract until he or she has obtained all the insurance required hereunder and such insurance has been approved by the State. If contractor will be utilizing any subcontractors, the contractor is responsible for obtaining the certificate(s) of insurance required herein under from any and all subcontractor(s). Contractor is also responsible for ensuring subcontractor(s) maintain the insurance required until completion of the contract requirements. The contractor shall not allow any subcontractor to commence work on his or her subcontract until all similar insurance required of the subcontractor has been obtained and approved by the contractor. Approval of the insurance by the State shall not limit, relieve or decrease the liability of the contractor hereunder.

If by the terms of any insurance a mandatory deductible is required, or if the contractor elects to increase the mandatory deductible amount, the contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

### **1. WORKERS' COMPENSATION INSURANCE**

The contractor shall take out and maintain during the life of the contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contractor's employees to be engaged in work on the project under the contract and, in case any such work is sublet, the contractor shall require the subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. This policy shall include a waiver of subrogation in favor of the State. The amounts of such insurance shall not be less than the limits stated hereinafter.

### **2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE**

The contractor shall take out and maintain during the life of the contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect contractor and any subcontractor performing work covered by the contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under the contract, whether such operation be by the contractor or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

The Commercial General Liability Insurance shall be written on an occurrence basis, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury and Contractual Liability coverage. The policy shall include the State, and others as required by the contract documents, as an Additional Insured. This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered excess and non-contributory. The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned and Hired vehicles.

**3. INSURANCE COVERAGE AMOUNTS REQUIRED**

**a. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY**

Coverage A	Statutory
Coverage B	
Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee

**b. COMMERCIAL GENERAL LIABILITY**

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$5,000,000
Personal/Advertising Injury	\$1,000,000 any one person
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Fire Damage	\$50,000 any one fire
Medical Payments	\$5,000 any one person

**c. COMMERCIAL AUTOMOBILE LIABILITY**

Bodily Injury/Property Damage	\$1,000,000 combined single limit
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**d. UMBRELLA/EXCESS LIABILITY**

Over Primary Insurance	\$1,000,000 per occurrence
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**4. EVIDENCE OF COVERAGE**

The contractor should furnish the State, with their proposal response, a certificate of insurance coverage complying with the above requirements to the attention of the Buyer, Administrative Services, State Purchasing Bureau, 301 Centennial Mall S, 1<sup>st</sup> Fl, Lincoln, NE 68508 (facsimile 402-471-2089). These certificates or the cover sheet shall reference the RFP number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration and amounts and types of coverage afforded. If the State is damaged by the failure of the contractor to maintain such insurance, then the contractor shall be responsible for all reasonable costs properly attributable thereto.

Notice of cancellation of any required insurance policy must be submitted to Administrative Services State Purchasing Bureau when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

**G. COOPERATION WITH OTHER CONTRACTORS**

\_\_\_\_\_ Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

The State may already have in place or choose to award supplemental contracts for work related to this Request for Proposal, or any portion thereof.

1. The State reserves the right to award the contract jointly between two or more potential contractors, if such an arrangement is in the best interest of the State.
2. The contractor shall agree to cooperate with such other contractors, and shall not commit or permit any act which may interfere with the performance of work by any other contractor.

**H. INDEPENDENT CONTRACTOR**

\_\_\_\_\_ Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing the relationship of partners between the parties hereto. The contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under the contract. The contractor's employees and other persons engaged in work or services required by the contractor under the contract shall have no contractual relationship with the State; they shall not be considered employees of the State.

All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination against the contractor, its officers or its agents) shall in no way be the responsibility of the State. The contractor will hold the State harmless from any and all such claims. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits from the State including without limit, tenure rights, medical and hospital care, sick and vacation leave, severance pay or retirement benefits.

**I. CONTRACTOR RESPONSIBILITY**

\_\_\_\_\_ Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

The contractor is solely responsible for fulfilling the contract, with responsibility for all services offered and products to be delivered as stated in the Request for Proposal, the contractor's proposal, and the resulting contract. The contractor shall be the sole point of contact regarding all contractual matters.

If the contractor intends to utilize any subcontractors' services, the subcontractors' level of effort, tasks and time allocation must be clearly defined in the contractor's proposal. The contractor shall agree that it will not utilize any subcontractors not specifically included in its proposal, in the performance of the contract, without the prior written authorization of the State. Following execution of the contract, the contractor shall proceed diligently with all services and shall perform such services with qualified personnel in accordance with the contract.

**J. CONTRACTOR PERSONNEL**

\_\_\_\_\_ Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

The contractor warrants that all persons assigned to the project shall be employees of the contractor or specified subcontractors, and shall be fully qualified to perform the work required herein. Personnel employed by the contractor to fulfill the terms of the contract shall remain under the sole direction and control of the contractor. The contractor shall include a similar provision in any contract with any subcontractor selected to perform work on the project.

Personnel commitments made in the contractor's proposal shall not be changed without the prior written approval of the State. Replacement of key personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

The State reserves the right to require the contractor to reassign or remove from the project any contractor or subcontractor employee.

In respect to its employees, the contractor agrees to be responsible for the following:

1. any and all employment taxes and/or other payroll withholding;
2. any and all vehicles used by the contractor's employees, including all insurance required by state law;
3. damages incurred by the contractor's employees within the scope of their duties under the contract;
4. maintaining workers' compensation and health insurance and submitting any reports on such insurance to the extent required by governing State law; and
5. determining the hours to be worked and the duties to be performed by the contractor's employees.

Notice of cancellation of any required insurance policy must be submitted to the State when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

**K. STATE OF NEBRASKA PERSONNEL RECRUITMENT PROHIBITION**

\_\_\_\_\_ Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

The contractor shall not, at any time, recruit or employ any State employee or agent who has worked on the Request for Proposal or project, or who had any influence on decisions affecting the Request for Proposal or project.

**L. CONFLICT OF INTEREST**

\_\_\_\_\_ Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

By submitting a proposal, bidder certifies that there does not now exist any relationship between the bidder and any person or entity which is or gives the appearance of a conflict of interest related to this Request for Proposal or project.

The bidder certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder or which creates an actual or appearance of conflict of interest.

The bidder certifies that it will not employ any individual known by bidder to have a conflict of interest.

**M. PROPOSAL PREPARATION COSTS**

\_\_\_\_\_ Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

The State shall not incur any liability for any costs incurred by bidders in replying to this Request for Proposal, in the demonstrations, or oral presentations, or in any other activity related to bidding on this Request for Proposal.

**N. ERRORS AND OMISSIONS**

\_\_\_\_\_ Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

The bidder shall not take advantage of any errors and/or omissions in this Request for Proposal or resulting contract. The bidder must promptly notify the State of any errors and/or omissions that are discovered.

**O. BEGINNING OF WORK**

\_\_\_\_\_ Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

The bidder shall not commence any billable work until a valid contract has been fully executed by the State and the successful contractor. The contractor will be notified in writing when work may begin.

**P. ASSIGNMENT BY THE STATE**

\_\_\_\_\_ Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

The State shall have the right to assign or transfer the contract or any of its interests herein to any agency, board, commission, or political subdivision of the State of Nebraska. There shall be no charge to the State for any assignment hereunder.

**Q. ASSIGNMENT BY THE CONTRACTOR**

\_\_\_\_\_ Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

The contractor may not assign, voluntarily or involuntarily, the contract or any of its rights or obligations hereunder (including without limitation rights and duties of performance) to any third party, without the prior written consent of the State, which will not be unreasonably withheld.

**R. DEVIATIONS FROM THE REQUEST FOR PROPOSAL**

\_\_\_\_\_ Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

The requirements contained in the Request for Proposal become a part of the terms and conditions of the contract resulting from this Request for Proposal. Any deviations from the Request for Proposal must be clearly defined by the bidder in its proposal and, if accepted by the State, will become part of the contract. Any specifically defined deviations must not be in conflict with the basic nature of the Request for Proposal or mandatory requirements. "Deviation", for the purposes of this RFP, means any proposed changes or alterations to either the contractual language or deliverables within the scope of this RFP. The State discourages deviations and reserves the right to reject proposed deviations.

**S. GOVERNING LAW**

\_\_\_\_\_ Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

The contract shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against the State of Nebraska regarding this Request for Proposal or any resultant contract shall be brought in the State of Nebraska administrative or judicial forums as defined by State law. The contractor must be in compliance with all Nebraska statutory and regulatory law.

**T. ATTORNEY'S FEES**

\_\_\_\_\_ Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

In the event of any litigation, appeal or other legal action to enforce any provision of the contract, the contractor agrees to pay all expenses of such action, as permitted by law, including attorney's fees and costs, if the State is the prevailing party.

**U. ADVERTISING**

\_\_\_\_\_ Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

The contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its services are endorsed or preferred by the State. News releases pertaining to the project shall not be issued without prior written approval from the State.

**V. STATE PROPERTY**

\_\_\_\_\_ Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

The contractor shall be responsible for the proper care and custody of any State-owned property which is furnished for the contractor's use during the performance of the contract. The contractor shall reimburse the State for any loss or damage of such property, normal wear and tear is expected.

**W. SITE RULES AND REGULATIONS**

\_\_\_\_\_ Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

The contractor shall use its best efforts to ensure that its employees, agents and subcontractors comply with site rules and regulations while on State premises. If the contractor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to between the State and the contractor.

**X. NOTIFICATION**

\_\_\_\_\_ Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

During the bid process, all communication between the State and a bidder shall be between the bidder's representative clearly noted in its proposal and the buyer noted in Section II, A. Procuring Office and Contact Person of this RFP. After the award of the contract, all notices under the contract shall be deemed duly given upon delivery to the staff designated as the point of contact for this Request for Proposal, in person, or upon delivery by U.S. Mail, facsimile, or e-mail. Each bidder should provide in its proposal the name, title and complete address of its designee to receive notices.

1. Except as otherwise expressly specified herein, all notices, requests or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth above, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) days following deposit in the mail.
2. Whenever the contractor encounters any difficulty which is delaying or threatens to delay its timely performance under the contract, the contractor shall immediately give notice thereof in writing to the State reciting all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery schedule or be construed as a waiver by the State of any of its rights or

remedies to which it is entitled by law or equity or pursuant to the provisions of the contract. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery schedule because of such delay.

Either party may change its address for notification purposes by giving notice of the change, and setting forth the new address and an effective date.

For the duration of the contract, all communication between contractor and the State regarding the contract shall take place between the contractor and individuals specified by the State in writing. Communication about the contract between contractor and individuals not designated as points of contact by the State is strictly forbidden.

## **Y. EARLY TERMINATION**

\_\_\_\_\_ Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

The contract may be terminated as follows:

1. The State and the contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, in its sole discretion, may terminate the contract for any reason upon 30 days written notice to the contractor. Such termination shall not relieve the contractor of warranty or other service obligations incurred under the terms of the contract. In the event of cancellation the contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract immediately for the following reasons:
  - a. if directed to do so by statute;
  - b. contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
  - c. a trustee or receiver of the contractor or of any substantial part of the contractor's assets has been appointed by a court;
  - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its contractor, its employees, officers, directors or shareholders;
  - e. an involuntary proceeding has been commenced by any party against the contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) days; or (ii) the contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the contractor has been decreed or adjudged a debtor;
  - f. a voluntary petition has been filed by the contractor under any of the chapters of Title 11 of the United States Code;
  - g. contractor intentionally discloses confidential information;
  - h. contractor has or announces it will discontinue support of the deliverable;
  - i. second or subsequent documented "vendor performance report" form deemed acceptable by the State Purchasing Bureau.

**Z. FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS**

\_\_\_\_\_ Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

The State may terminate the contract, in whole or in part, in the event funding is no longer available. The State's obligation to pay amounts due for fiscal years following the current fiscal year is contingent upon legislative appropriation of funds for the contract. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal years for which such funds are not appropriated. The State will give the contractor written notice thirty (30) days prior to the effective date of any termination, and advise the contractor of the location (address and room number) of any related equipment. All obligations of the State to make payments after the termination date will cease and all interest of the State in any related equipment will terminate. The contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the contractor be paid for a loss of anticipated profit.

**AA. BREACH BY CONTRACTOR**

\_\_\_\_\_ Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

The State may terminate the contract, in whole or in part, if the contractor fails to perform its obligations under the contract in a timely and proper manner. The State may, by providing a written notice of default to the contractor, allow the contractor to cure a failure or breach of contract within a period of thirty (30) days (or longer at State's discretion considering the gravity and nature of the default). Said notice shall be delivered by Certified Mail, Return Receipt Requested or in person with proof of delivery. Allowing the contractor time to cure a failure or breach of contract does not waive the State's right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the contractor, the State may contract the service from other sources and hold the contractor responsible for any excess cost occasioned thereby.

**BB. ASSURANCES BEFORE BREACH**

\_\_\_\_\_ Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

If any document or deliverable required pursuant to the contract does not fulfill the requirements of the Request for Proposal/resulting contract, upon written notice from the State, the contractor shall deliver assurances in the form of additional contractor resources at no additional cost to the project in order to complete the deliverable, and to ensure that other project schedules will not be adversely affected.

**CC. PENALTY**

\_\_\_\_\_ Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

In the event that the contractor fails to perform any substantial obligation under the contract, the State may withhold all monies due and payable to the contractor, without penalty, until such failure is cured or otherwise adjudicated.

**DD. PERFORMANCE BOND**

\_\_\_\_\_ Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

The selected contractor may be required to supply a certified check or a bond executed by a corporation authorized to contract surety in the State of Nebraska, payable to the State of Nebraska, which shall be valid for the life of the contract to include any renewal and/or extension periods. The amount of the certified check or bond must be \$100,000. The check or bond required will guarantee that the selected contractor will faithfully perform all requirements, terms and conditions of the contract. Failure to comply shall be grounds for forfeiture of the check or bond as liquidated damages. Amount of forfeiture will be determined by the agency based on loss to the State. The bond or certified check will be returned when the service has been satisfactorily completed as solely determined by the State, after termination or expiration of the contract.

**EE. FORCE MAJEURE**

\_\_\_\_\_ Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the contract due to a natural disaster, or other similar event outside the control and not the fault of the affected party (“Force Majeure Event”). A Force Majeure Event shall not constitute a breach of the contract. The party so affected shall immediately give notice to the other party of the Force Majeure Event. The State may grant relief from performance of the contract if the contractor is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest upon the contractor. To obtain release based on a Force Majeure Event, the contractor shall file a written request for such relief with the State Purchasing Bureau. Labor disputes with the impacted party’s own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the contract.

**FF. PROHIBITION AGAINST ADVANCE PAYMENT**

\_\_\_\_\_ Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

Payments shall not be made until contractual deliverable(s) are received and accepted by the State.

**GG. PAYMENT**

\_\_\_\_\_ Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

State will render payment to contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the contractor as solely determined by the State. Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408). The State may require the contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any services provided by the contractor prior to the Effective Date, and the contractor hereby waives any claim or cause of action for any such services. §

**HH. INVOICES**

\_\_\_\_\_ Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

Invoices for payments must be submitted by the contractor to the agency requesting the services with sufficient detail to support payment. NE DHHS Food Distribution Program PO Box 95026 Lincoln, NE 68509-5026. The terms and conditions included in the contractor’s invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

**II. AUDIT REQUIREMENTS**

\_\_\_\_\_ Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

All contractor books, records and documents relating to work performed or monies received under the contract shall be subject to audit at any reasonable time upon the provision of reasonable notice by the State. These records shall be maintained for a period of five (5) full years from the date of final payment, or until all issues related to an audit, litigation or other action are resolved, whichever is longer. All records shall be maintained in accordance with generally accepted accounting principles.

In addition to, and in no way in limitation of any obligation in the contract, the contractor shall agree that it will be held liable for any State audit exceptions, and shall return to the State all payments made under the contract for which an exception has been taken or which has been disallowed because of such an exception. The contractor agrees to correct immediately any material weakness or condition reported to the State in the course of an audit.

**JJ. TAXES**

\_\_\_\_\_ Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

The State is not required to pay taxes of any kind and assumes no such liability as a result of this solicitation. Any property tax payable on the contractor's equipment which may be installed in a state-owned facility is the responsibility of the contractor.

**KK. INSPECTION AND APPROVAL**

\_\_\_\_\_ Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

Final inspection and approval of all work required under the contract shall be performed by the designated State officials. The State and/or its authorized representatives shall have the right to enter any premises where the contractor or subcontractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

**LL. CHANGES IN SCOPE/CHANGE ORDERS**

\_\_\_\_\_ Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

The State may, at any time with written notice to the contractor, make changes within the general scope of the contract. Changes in scope shall only be conducted with the written approval of the State’s designee as so defined by the State from time to time. (The State retains the right to employ the services of a third party to perform any change order(s)).

The State may, at any time work is in progress, by written order, make alterations in the terms of work as shown in the specifications, require the performance of extra work, decrease the quantity of work, or make such other changes as the State may find necessary or desirable. The contractor shall not claim forfeiture of contract by reasons of such changes by the State. Changes in work and the amount of compensation to be paid to the contractor for any extra work so ordered shall be determined in accordance with the applicable unit prices of the contractor’s proposal.

Corrections of any deliverable services or performance of work required pursuant to the contract shall not be deemed a modification requiring a change order.

**MM. SEVERABILITY**

\_\_\_\_\_ Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

**NN. CONFIDENTIALITY**

\_\_\_\_\_ Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

All materials and information provided by the State or acquired by the contractor on behalf of the State shall be regarded as confidential information. All materials and information provided by the State or acquired by the contractor on behalf of the State shall be handled in accordance with Federal and State Law, and ethical standards. The contractor must ensure the confidentiality of such materials or information. Should said confidentiality be breached by a contractor; contractor shall notify the State immediately of said breach and take immediate corrective action.

It is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable to contractors by 5 U.S.C. 552a (m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

**OO. PROPRIETARY INFORMATION**

\_\_\_\_\_ Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

Data contained in the proposal and all documentation provided therein, become the property of the State of Nebraska and the data becomes public information upon opening the proposal. If the bidder wishes to have any information withheld from the public, such information must fall within the definition of proprietary information contained within Nebraska's public record statutes. All proprietary information the bidder wishes the State to withhold must be submitted in a sealed package, which is separate from the remainder of the proposal. The separate package must be clearly marked PROPRIETARY on the outside of the package. Bidders may not mark their entire Request for Proposal as proprietary. Bidder's cost proposals may not be marked as proprietary information. Failure of the bidder to follow the instructions for submitting proprietary and copyrighted information may result in the information being viewed by other bidders and the public. Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, bidders submitting information as proprietary may be required to prove specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive. Although every effort will be made to withhold information that is properly submitted as proprietary and meets the State's definition of proprietary information, the State is under no obligation to maintain the confidentiality of proprietary information and accepts no liability for the release of such information.

**PP. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION/COLLUSIVE BIDDING**

\_\_\_\_\_ Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

By submission of this proposal, the bidder certifies, that he or she is the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and further that the bidder has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

**QQ. PRICES**

\_\_\_\_\_ Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

All prices, costs, terms and conditions outlined in the proposal shall remain fixed and valid commencing on the opening date of the proposal until an award is made (and for bidder receiving award prices shall remain as bid for the duration of the contract unless otherwise so stated in the contract) or the Request for Proposal is cancelled

Contractor represents and warrants that all prices for services, now or subsequently specified are as low as and no higher than prices which the contractor has charged or intends to charge customers other than the State for the same or similar products and services of the same or equivalent quantity and quality for delivery or performance during the same periods of time. If, during the term of the contract, the contractor shall reduce any and/or all prices charged to any customers other than the State for the same or similar products or services specified herein, the contractor shall make an equal or equivalent reduction in corresponding prices for said specified products or services.

Contractor also represents and warrants that all prices set forth in the contract and all prices in addition, which the contractor may charge under the terms of the contract, do not and will not violate any existing federal, state or municipal law or regulations concerning price discrimination and/or price fixing. Contractor agrees to hold the State harmless from any such violation. Prices quoted shall not be subject to increase throughout the contract period unless specifically allowed by these specifications.

**RR. BEST AND FINAL OFFER**

\_\_\_\_\_ Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

The State will compile the final scores for all parts of each proposal. The award may be granted to the highest scoring responsive and responsible bidder. Alternatively, the highest scoring bidder or bidders may be requested to submit best and final offers. If best and final offers are requested by the State and submitted by the bidder, they will be evaluated (using the stated criteria), scored and ranked by the Evaluation Committee. The award will then be granted to the highest scoring bidder. However, a bidder should provide its best offer in its original proposal. Bidders should not expect that the State will request a best and final offer.

**SS. ETHICS IN PUBLIC CONTRACTING**

\_\_\_\_\_ Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

No bidder shall pay or offer to pay, either directly or indirectly, any fee, commission compensation, gift, gratuity, or anything of value to any State officer, legislator or employee based on the understanding that the receiving person's vote, actions or judgment will be influenced thereby. No bidder shall give any item of value to any employee of the State Purchasing Bureau.

Bidders shall be prohibited from utilizing the services of lobbyists, attorneys, political activists, or consultants to secure the contract. It is the intent of this provision to assure that the prohibition of state contact during the procurement process is not subverted through the use of lobbyists, attorneys, political activists, or consultants. It is the intent of the State that the process of evaluation of proposals and award of the contract be completed without external influence. It is not the intent of this section to prohibit bidders from seeking professional

advice, for example consulting legal counsel, regarding terms and conditions of this Request for Proposal or the format or content of their proposal.

If the bidder is found to be in non-compliance with this section of the Request for Proposal, they may forfeit the contract if awarded to them or be disqualified from the selection process.

**TT. INDEMNIFICATION**

\_\_\_\_\_ Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

**1. GENERAL**

The contractor agrees to defend, indemnify, hold, and save harmless the State and its employees, volunteers, agents, and its elected and appointed officials (“the indemnified parties”) from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses (“the claims”), sustained or asserted against the State, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the contractor, its employees, subcontractors, consultants, representatives, and agents, except to the extent such contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

**2. INTELLECTUAL PROPERTY**

The contractor agrees it will at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the contractor or its employees, subcontractors, consultants, representatives, and agents; provided, however, the State gives the contractor prompt notice in writing of the claim. The contractor may not settle any infringement claim that will affect the State’s use of the Licensed Software without the State’s prior written consent, which consent may be withheld for any reason.

If a judgment or settlement is obtained or reasonably anticipated against the State’s use of any intellectual property for which the contractor has indemnified the State, the contractor shall at the contractor’s sole cost and expense promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State’s behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State’s election, the actual or anticipated judgment may be treated as a breach of warranty by the contractor, and the State may receive the remedies provided under this RFP.

**3. PERSONNEL**

The contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker’s compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel provided by the contractor.

**UU. NEBRASKA TECHNOLOGY ACCESS STANDARDS**

\_\_\_\_\_ Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

Contractor shall review the Nebraska Technology Access Standards, found at <http://nitc.nebraska.gov/standards/2-101.html> and ensure that products and/or services provided under the contract comply with the applicable standards. In the event such standards change during the contractor’s performance, the State may create an amendment to the contract to request that contract comply with the changed standard at a cost mutually acceptable to the parties.

**VV. ANTITRUST**

\_\_\_\_\_ Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

The contractor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with the contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

**WW. DISASTER RECOVERY/BACK UP PLAN**

\_\_\_\_\_ Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

The contractor shall have a disaster recovery and back-up plan, of which a copy should be provided to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue services as specified under these specifications in the event of a disaster.

**XX. TIME IS OF THE ESSENCE**

\_\_\_\_\_ Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

Time is of the essence in the contract. The acceptance of late performance with or without objection or reservation by the State shall not waive any rights of the State nor constitute a waiver of the requirement of timely performance of any obligations on the part of the contractor remaining to be performed.

**YY. RECYCLING**

\_\_\_\_\_ Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

Preference will be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use as per state statute (Neb. Rev. Stat. §81-15, 159).

**ZZ. DRUG POLICY**

\_\_\_\_\_ Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

Contractor certifies it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

**AAA. NEW EMPLOYEE WORK ELIGIBILITY STATUS**

\_\_\_\_\_ Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at [www.das.state.ne.us](http://www.das.state.ne.us).
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor’s lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

**BBB. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY**

\_\_\_\_\_ Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

The contractor, by signature to this RFP, certifies that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The contractor also agrees to include the above requirements in any and all subcontracts into which it enters. The contractor shall immediately notify the Department if, during the term of this contract, contractor becomes debarred. The Department may immediately terminate this contract by providing contractor written notice if contractor becomes debarred during the term of this contract.

#### IV. PROJECT DESCRIPTION AND SCOPE OF WORK

##### A. SCOPE OF WORK

This Request for Proposal (RFP) is for the purpose of selecting a qualified contractor to provide warehousing for USDA donated foods.

This RFP has the following location requirements:

- (1) 150 miles of Fairbury; and
- (2) 160 miles east or west of Grand Island; or
- (3) 60 miles north or south of Grand Island.

Within the required location, the bidder must have adequate facilities and equipment to warehouse additional volumes of foods (dry, chilled and frozen). The vendor shall furnish all personnel, equipment, storage, and computerized administrative services which are necessary to receive, store, track and load out donated foods to those carriers and Recipient Agencies (RAs), as designated by the Nebraska Department of Health and Human Services, Food Programs hereafter known as the State Distributing Agency (SDA).

The SDA issues donated foods to: school districts (384), child/adult care feeding programs (96), special summer feeding programs (60).

##### 1. INVENTORY TRANSFER AT CONTRACT START AND CONTRACT TERMINATION

The incumbent Contractor is responsible for the cost of moving first two (2) million pounds of inventory the initial thirty (30) miles with the following structure:

At the Contract start, the incumbent Contractor shall be responsible for transporting the SDA's inventory in storage (first two (2) million pounds) at the incumbent Contractor's warehouse, to a storage facility named by the SDA at no additional cost to the SDA, provided the storage facility is located within 30 (thirty) statute air miles of the incumbent's facility at 2523 Gomez Avenue, Omaha, NE.. If the named storage facility is beyond thirty (30) statute air miles, the incumbent Contractor is only responsible for the distance up to thirty (30) statute air miles.

Upon award of the contract resulting from this RFP, the awarded Contractor shall be responsible for transporting the SDA's first two (2) million pounds of inventory beyond 30 (thirty) statute miles from 2523 Gomez Avenue, Omaha, NE to the awarded Contractor's storage facility using the following formula to determine their percentage of cost:

$$\text{Percentage of cost} = 100 - \left( \left( \frac{30 \text{ miles}}{d} \right) \times 100 \right)$$

d = distance in miles from existing warehouse to new warehouse.

The awarded Contractor shall also be responsible for paying all inventory transportation costs, regardless of mileage, for all inventory that is in excess of the first two million pounds to the new storage facility after the first two million pounds of food have been transported. Foods shall be released for this transport by the SDA on a first-in and first-out basis.

Upon termination of this contract, the Contractor agrees to comply with the instructions of the SDA to follow (a) and (b) below:

- a. Release promptly all foods to the SDA or other recipient agencies as directed by the SDA at no additional costs.
- b. If so directed by the SDA, the outgoing Contractor shall be responsible for transporting the SDA's inventory in storage at the Contractor's warehouse on exchangeable pallets, to a storage facility as named by the SDA at no additional cost to the SDA.

**B. REQUIREMENTS**

**1. BASIC AND FURTHER PROCESSED COMMODITY ITEMS**

RAs served by the SDA during Fiscal Year 2012 were eligible to receive approximately 102 basic commodity foods and 70 further processed foods. Of the 172 basic and further processed commodity items available during Fiscal Year 2012, an average of 75 items were issued at any one time. As shown in Attachment A, these 172 items are categorized according to warehouse requirements as follows:

Dry groceries	73
Chilled foods	12
Frozen foods	87

CARTONS AVERAGE NET CONTENT OF 30 POUNDS.

Further processed commodities are items which are "manufactured" from basic commodities and marketed by processors who operate under processing agreements with the SDA, U.S. Department of Agriculture (USDA) and/or RAs. RECEIPTS OF FURTHER PROCESSED END-PRODUCTS MUST BE HANDLED BY THE CONTRACTORS IN THE SAME MANNER AND UNDER THE SAME TERMS AS FOR BASIC COMMODITIES.

**2. VOLUME**

The anticipated annual volume of donated foods which will be put through a contractor's warehouse during Fiscal Year 2014 is estimated to be ten million pounds. It shall be understood by all parties concerned that the volumes mentioned in this RFP are contingent strictly on the quantities made available to the SDA from the USDA and the requirements of RAs and any agreement established as a result of this RFP will not obligate the SDA to a specific quantity or quantity range of basic or further processed commodities. However, the data is based on previous experiences and expected goals for subsequent years. See Attachment B for pounds in storage at beginning of each month, received and shipped out during school year 2012/13.

**3. WAREHOUSE FACILITIES**

The Contractor shall receive, unload, load, repackage as needed and store all USDA basic donated foods and further processed products, which shall be delivered to the Contractor's warehouse.

The Contractor must have adequate warehouse facilities for the following:

- Dry groceries: Temperatures maintained at 50 to 70 degrees F.
- Chilled foods: Temperatures maintained at 36 to 45 degrees F.
- Frozen foods: Temperatures maintained at 0 degrees F or below.

The SDA shall have the right to determine those foods which shall be placed in chilled, freezer, or dry storage and the Contractor shall accept such determination.

Warehouse facilities must be of adequate size to properly store the foods indicated in this RFP, including unusual surges in inventories of frozen, chilled and dry foods, as well as expansions in the number of items.

Should warehouse space become filled to capacity, the Contractor must locate additional facilities and be responsible for receiving shipments as they arrive. The Contractor shall inform the SDA of such a situation and provide the SDA with the location of the additional storage. The Contractor shall assume all costs of additional storage, including transportation. All carriers loading for the SDA shall be from the Contractor's docks specified in the bidder's proposal

#### **4. TRUCK DOCK REQUIREMENTS**

Truck docks must be accessible to shipments by semis, trucks and to RA vehicles if they choose to pick up their donated food at the warehouse rather than have it delivered.

#### **5. INBOUND SHIPMENTS**

All donated foods shipped to a Contractor's warehouse will be totally pre-paid, i.e., product and freight.

Nearly all inbound shipments of basic commodities will arrive one item per load in full or partial trailer loads.

All shipments must be accepted regardless of the shipping and/or loading methods. No shipments can be refused if loading and/or shipping methods are approved or considered acceptable by the USDA and the SDA.

If there are any questions concerning the condition of a shipment on arrival, the Contractor must call the SDA immediately for acceptance instructions.

Most, if not all, further processed commodities will arrive by truck.

The Contractors shall receive inbound freight in accord with USDA FNS Instruction 709-5 reference:  
[www.fns.usda.gov/fdd/hdbks-instruct/709-5\\_ShipmentsReceipts.pdf](http://www.fns.usda.gov/fdd/hdbks-instruct/709-5_ShipmentsReceipts.pdf)

The Contractor is liable for claims levied by the USDA or the SDA as a result of its failure to properly secure, handle, protect or account for inbound shipments. This includes any product held by a subcontractor.

#### **6. STOCK REDUCTION**

The Contractor shall rotate all Stock on a "first-in first-out" basis in accordance with acceptable warehousing practices, unless otherwise instructed by the SA. The Contractor must provide evidence of stock rotation upon request. The Contractor shall be responsible for monitoring Best-if-Used by expiration dates and notify the SDAA three months prior to these dates.

#### **7. OUTBOUND SHIPMENTS**

Priority, during normal business hours, on loading dock space shall be given to SDA carriers on the days of withdrawal named by the SDA. . No withdrawals shall be permitted except on SDA authority. The Contractor shall obtain a signed manifest (original) from the carriers. There shall be no minimum limitation on quantities withdrawn. Individual RAs or the SDA shall be permitted to withdraw allotments at any time during regular business hours when authorized by the SDA.

The Contractor's outbound shipment services shall include, but not necessarily be limited to the following:

- a. Preparing and counting food items for shipment in such quantities and of such types as identified in the SDA's Manifest Release Documents before pick-up by carriers.
- b. Providing the carrier three copies of SDA prepared bills of lading (shipper's order delivery receipt, recipient receipt). Unless other arrangements have been made.
- c. Obtaining signed receipts (manifest) from carriers for donated foods. After allowing carrier to verify product for accuracy and condition.
- d. Upon receipt, providing tailgate delivery to designated trucks at the Contractor's loading docks and on a pallet-for-pallet exchange. The carriers shall be responsible for loading their own vehicles. The Contractor may load the carrier's vehicle at no additional cost, if mutually agreed to by the Contractor and the carrier.
- e. Submitting signed copies of Manifest Release Documents to the SDA.

## 8. REPORTS

**RECEIVING:** All documents related to the receiving of products at warehouses shall be forwarded to the SA immediately upon unloading and verification of receipts. Records shall allow the tracking of individual lots (from receipt at warehouse, to date and destination of outbound shipment).

**INVENTORY:** Inventory reports shall be submitted monthly to the SDA, no later than the first work day of each month. Inventory reports shall include, but not be limited to the following information per type of food item:

- a. Quantity on hand beginning of monthly period;
- b. Receipts during month;
- c. Quantity issued during the month;
- d. Quantity on hand at end of month; and
- e. Expiration date, Best By date or pack date.

All records related to the receipt, storage and/or release of donated foods shall be retained for a period of five (5) years from the close of the Federal Fiscal Year to which they pertain.

The Contractor shall allow authorized representatives of the SDA and/or USDA to:

- a. make inspections of the warehouse and its equipment; and
- b. to inspect and/or take inventories of any or all donated foods stored and of the records pertaining to such foods during normal business hours without advance notice.

**9. SHORTAGES AND DAMAGES**

The Contractor shall be financially responsible for shortages and damages to products or packages, which make them unacceptable to RAs. When losses occur due to loss or damages the Contractor must reimburse the SDA in monetary value equal to the current USDAA value per case and any processing fees.

The Contractor and SDA shall perform a joint annual physical inventory. The Contractor must provide adequate staff and equipment to ensure an accurate count in an efficient manner. Should overage and shortage discrepancies between physical inventory and book inventory exist, such discrepancies shall be reconciled. Overages and shortages will be settled by computing the value of such shortages and overages based on value established by the most recent USDA commodity file. If the value of shortages exceeds the value of overages, a monetary settlement by the Contractor for the differences in value will be required. If the value of overages exceeds the value of shortages, no settlement is required. Book inventory will be adjusted after settlement to correspond with physical inventory.

**10. SANITATION REQUIREMENTS**

The Contractor's warehouses must maintain sanitary conditions that meet USDAA standards, Reference: USDA FNS Handbook 501 [www.fns.usda.gov/fdd/hdbks-instruct/FNS501/Chap07-Warehousing.pdf](http://www.fns.usda.gov/fdd/hdbks-instruct/FNS501/Chap07-Warehousing.pdf). The Contractor shall provide and ensure the proper and safe storage of USDAA donated foods, including but not by way of limitation, the protection of foods against damage from elements of nature, rodents, vermin, weevils, and other pests. Safeguard against theft, spoilage and other loss.

The Contractor's warehouse will be inspected annually by USDA and SDA officials. The Contractor must provide the firm's most recent health inspection certificate prior to contract award. The Contractor must maintain daily logs on the temperatures in all refrigerated or air conditioned storage rooms.

**C. PAYMENT SCHEDULE**

Invoices may be submitted by the contractor on the completion and acceptance of related deliverables. No invoice will be approved unless the associated deliverables have been approved.

# Form A

## Bidder Contact Sheet

### Request for Proposal Number 4517Z1

The Bidder Contact Sheet should be completed and submitted with each response to this Request for Proposal. This is intended to provide the State with information on the bidder's name and address, and the specific person(s) who are responsible for preparation of the bidder's response. Each bidder shall also designate a specific contact person who will be responsible for responding to the State if any clarifications of the bidder's response should become necessary. This will also be the person who the State contacts to set up a presentation/demonstration, if required.

Preparation of Response Contact Information	
Bidder Name:	
Bidder Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	

Each bidder shall also designate a specific contact person who will be responsible for responding to the State if any clarifications of the bidder's response should become necessary. This will also be the person who the State contacts to set up a presentation/demonstration, if required.

Communication with the State Contact Information	
Bidder Name:	
Bidder Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	

## ATTACHMENT A

### Request for Proposal Number 4517Z1

SHORT_DESCRIP	BUSINESS_NAME	PROC_COMM_CODE	NET_WT	GROSS_WT	Temp Storage
BEEF FB PATTY	AMERICAN FOOD GROUP	290907	31.25	33.25	F
CHICK, GENERAL TSO	ASIAN FOOD SOLUTIONS	72003	42.9	44	F
CHICKEN, SPICY	ASIAN FOOD SOLUTIONS	73003	42.9	44	F
CHICKEN, TERIYAKI	ASIAN FOOD SOLUTIONS	73001	42.9	44	F
CHEESE GRILLED WW B	CAFE FAVORITES	22296	24.6	26	F
CHEESE, WG GRILLED	CAFE FAVORITES	42096	22.4	23	F
CHEESE, WG GRILLED	CAFE FAVORITES	62096	22.4	23	F
CHEESE, WG GRILLED	CAFE FAVORITES	92296	24.6	26	F
EGG TAC-GO W/ HAM/CH	CARGILL KITCHEN SOLUTIONS	40278	20.1	22	F
EGG, BREAKFAST WRAP	CARGILL KITCHEN SOLUTIONS	40276	14.53	15.5	F
CHEESE, 5 CHS PIZZA	GIORGIO FOODS, INC	4125	25.5	27	F
TURKEY, SMOKEHOUSE	HOUSE OF RAEFORD FARMS, INC.	97263	14	19	F
BEEF GROUND CRUMBLES	J.T.M. PROVISIONS, INC.	CP5876	30	31.3	F
BEEF SPAGHETTI SAUCE	J.T.M. PROVISIONS, INC.	CP5578	30	31.3	F
BEEF TACO FILLING RS	J.T.M. PROVISIONS, INC.	CP5250	30	31.3	F
POR, CHOP SHAPED	J.T.M. PROVISIONS, INC.	5694	29.7	32	F
PORK, BREAKFAST LIN	J.T.M. PROVISIONS, INC.	5641	30	31.5	F
PORK, BREAKFST PATT	J.T.M. PROVISIONS, INC.	5635	30	31.5	F
PORK, MEATBALL	J.T.M. PROVISIONS, INC.	5036	30	31.5	F
PORK, RIB SHAPED	J.T.M. PROVISIONS, INC.	5614	30	31.5	F
PORK, SHRED W/ BBQ	J.T.M. PROVISIONS, INC.	5416	30	31.3	F
CHEESE, CHED STICK	LAND O LAKES	44879	10.5	11.42	C
CHEESE, LT MOZZ STCK	LAND O LAKES	59703	10.5	11.42	C
CHEESE, MOZZ STRING	LAND O LAKES	59701	10.5	11.42	C
CHEESE, RS QUESO	LAND O LAKES	39941	39.75	41.5	D
CHEESE, RS ULT CHED	LAND O LAKES	39940	39.75	41.5	D
CHICK, MAND ORTANGE	LING'S	CP123714	35	36.5	F
FRENCH TOAST STIX MA	MICHAEL FOODS	85880	15.41	18	F
MRS. C BBQ SAUCE	MRS. CLARK	52928	41.46	44.19	D
MRS. C FRENCH DRESSI	MRS. CLARK	52912	36.8	39.58	D
MRS. C HONEY MUST	MRS. CLARK	59222	36.64	38	D
MRS. C ITALIAN DRESS	MRS. CLARK	52910	34.8	37.56	D

MRS. C MAYONNAISE	MRS. CLARK	52914	30.8	33.72	D
MRS. C RANCH CUP	MRS. CLARK	52975	20.23	25	D
MRS. C RANCH DRESSIN	MRS. CLARK	52906	31.24	33.96	D
MRS. C RC MAYONNAISE	MRS. CLARK	52960	31.44	34.17	D
MRS. C RC RANCH DRES	MRS. CLARK	52907	32	34.71	D
MRS. C RC SALAD DRES	MRS. CLARK	52923	35.65	37.05	D
MRS. C SALAD DRESSIN	MRS. CLARK	52900	33	35.73	D
MRS. C SALSA	MRS. CLARK	52990	32	34.17	D
MRS. C SPAGHETTI SAU	MRS. CLARK	52980	32	34	D
MRS. C TARTAR SAUCE	MRS. CLARK	52918	32	34.73	D
MRS. C. HONEY MUSTAR	MRS. CLARK	52977	20.23	24	D
MRS. CLARK SALSA CUP	MRS. CLARK	52991	27.5	33	D
MRS.C BBQ SAUCE CUPS	MRS. CLARK	52978	20.23	24	D
MRS.C MARINARA CUPS	MRS. CLARK	52981	27.5	30	D
MRS.C RANCH CUP	MRS. CLARK	52976	20.23	24	D
MRS. C MARG SPREAD	MRS. CLARK	520429-A	10	15	F
PAN SPRAY COATING	MRS. CLARK	10372	16.5	22	F
CHEESE, CHEESY BREAD	NATIONAL FOOD GROUP, INC	150MC	26.25	27.25	F
CHIC, HOMESTYLE NUG	PILGRIM'S PRIDE CORPORATION	6143	30	31.5	F
CHICK, 8 PC ROASTED	PILGRIM'S PRIDE CORPORATION	8820	30	31.5	F
CHICK, BRD POPCORN	PILGRIM'S PRIDE CORPORATION	69130	20	21	F
CHICK, SPICY PATTY	PILGRIM'S PRIDE CORPORATION	66560	30	31.5	F
CHICK, TENDER BREAD	PILGRIM'S PRIDE CORPORATION	6243	30	31.2	F
CHEESE, RS BRD STICK	RICH PRODUCTS CORP.	65219	24	25.33	F
PB & GRAPE SAND WW	THE J.M. SMUCKER COMPANY	5150006611	12.6	15	F
PB & GRAPE SOY WW	THE J.M. SMUCKER COMPANY	5150006859	11.25	12.1	F
PB & GRAPE WW SANDW	THE J.M. SMUCKER COMPANY	5150006854	12.6	13.5	F
PB & STRAW SAND WW	THE J.M. SMUCKER COMPANY	5150006620	12.6	15	F
PB & STRAW WW SANDW	THE J.M. SMUCKER COMPANY	5150006855	12.6	13.5	F
CHIC, BREAST FILET	TYSON FOODS, INC	16710-328	30	31	F
CHIC, BUFF TEND GLZ	TYSON FOODS, INC	5814-328	20.63	22	F
CHIC, DARK FAJITA	TYSON FOODS, INC	4621-928	30	31	F
CHIC, DICED FC	TYSON FOODS, INC	3481-328	40	41.5	F
CHIC, SPICY POPCORN	TYSON FOODS, INC	2241	28.9	32	F

CHICKEN UNBRED PATT	TYSON FOODS, INC	15476-328	30.45	33	F
CHICKEN, CHUNKS WG	TYSON FOODS, INC	2155-328	27.09	28.25	F
CHICKEN, NUGGET BR	TYSON FOODS, INC	3736_328	27.05	30	F
CHED YEL SHRED BAG	USDAA DONATED FOODS	100003	30	30.99	C
CHEESE AMER LVS 6/5	USDAA DONATED FOODS	100017	30	32.01	C
CHEESE CHD WHT BLK	USDAA DONATED FOODS	100004	42.5	47.26	C
CHEESE CHED YEL CUTS	USDAA DONATED FOODS	100006	42.5	47.26	C
CHEESE PROC YEL SLC	USDAA DONATED FOODS	100018	30	32.01	C
CHEESE, CHED WHT SHR	USDAA DONATED FOODS	100002	30	30.99	C
CHEESE, WHT SLC LVS	USDAA DONATED FOODS	100019	30	32.01	C
CHS AMER SKM YEL SLC	USDAA DONATED FOODS	100036	30	32.01	C
APPLE SLICES CAN	USDAA DONATED FOODS	100206	39	45.01	D
APPLESAUCE CAN 6/10	USDAA DONATED FOODS	100208	40.5	46.49	D
APRICOTS CAN 6/10	USDAA DONATED FOODS	100209	40.5	46.01	D
APRICOTS DICED CAN	USDAA DONATED FOODS	100216	40.5	46.01	D
APRICOTS DICED EX LT	USDAA DONATED FOODS	110230	40.5	46.01	D
BEANS, GREEN CAN	USDAA DONATED FOODS	100307	38	46.02	D
BEANS, PINTO CAN	USDAA DONATED FOODS	100365	40.5	47.99	D
BEANS, RED KIDNEY	USDAA DONATED FOODS	100370	40.5	41.5	D
BEANS, REFREIED CAN	USDAA DONATED FOODS	100362	42	48.8	D
BEANS, SMALL RED	USDAA DONATED FOODS	100366	40.5	47.99	D
BEANS, VEGETARIAN	USDAA DONATED FOODS	100364	40.5	47.99	D
CARROTS CAN 6/10	USDAA DONATED FOODS	100309	39.5	47.01	D
CHERRIES DRIED 8/2LB	USDAA DONATED FOODS	100298	16	22	D
CHERRIES RD TRT CAN	USDAA DONATED FOODS	100228	38.62	44.99	D
CKN BONED CAN	USDAA DONATED FOODS	100877	37.5	43.99	D
CORN WHOLE KERNEL	USDAA DONATED FOODS	100313	39.75	46.98	D
CRANBERRY SAUCE CAN	USDAA DONATED FOODS	100214	48	50.02	D
FLOUR AP 4/10 LB	USDAA DONATED FOODS	100398	40	40.8	D
FLOUR AP 8/5 LB	USDAA DONATED FOODS	100400	40	40.8	D
FLOUR BRD ENRCH BLCH	USDAA DONATED FOODS	110147	40	40.8	D
FLOUR BREAD 4/10 LB	USDAA DONATED FOODS	100404	40	40.8	D
FLOUR WHOLE WHEAT	USDAA DONATED FOODS	100407	40	40.8	D
FLOUR, WW BAG 8/5LB	USDAA DONATED FOODS	100410	40	40.8	D
MACARONI ELBOW 20LB	USDAA DONATED FOODS	100429	20	21	D
MACARONI WHOLE GRAIN	USDAA DONATED FOODS	100919	20	21	D
MIXED FRUIT CAN 6/10	USDAA DONATED FOODS	100212	39.75	45.99	D

MIXED FRUIT EX LT	USDAA DONATED FOODS	110233	39.75	45.99	D
OATS ROLLED 12/3 LB	USDAA DONATED FOODS	100466	36	37.01	D
OIL VEGETABLE 6/1 GL	USDAA DONATED FOODS	100439	46.2	54.01	D
PEACHES CLING CAN	USDAA DONATED FOODS	100219	39.75	45.99	D
PEACHES CLING DICED	USDAA DONATED FOODS	100220	39.75	45.99	D
PEACHES DCD EX LT	USDAA DONATED FOODS	110234	39.75	45.99	D
PEACHES, CLING SLC	USDAA DONATED FOODS	110236	39.75	45.99	D
PEANUT BUTTER SMTH	USDAA DONATED FOODS	100396	30	32.01	D
PEAR HALVES CAN 6/10	USDAA DONATED FOODS	100226	39.5	46.02	D
PEAR SLICES CAN 6/10	USDAA DONATED FOODS	100224	39.5	46.02	D
PEARS DCD EXLT SUCR	USDAA DONATED FOODS	110237	39.5	46.02	D
PEARS DICED CAN 6/10	USDAA DONATED FOODS	100225	39.5	46.02	D
PEARS, SLC EXLT SUCR	USDAA DONATED FOODS	110239	39.5	46.02	D
PEAS CAN 6/10	USDAA DONATED FOODS	100315	39.5	47.01	D
RICE BRN LONG 24/2LB	USDAA DONATED FOODS	100500	48	49.01	D
RICE BRN LONG 30/2LB	USDAA DONATED FOODS	100501	60	61.02	D
ROTINI MACARONI 20LB	USDAA DONATED FOODS	100432	20	21.4	D
ROTINI WHOLE GRAIN	USDAA DONATED FOODS	100434	20	21.4	D
SPAG SAUCE MEATLESS	USDAA DONATED FOODS	100336	39.75	45.99	D
SPAGEETTIWH GRN 20LB	USDAA DONATED FOODS	100427	20	21	D
SPAGHETTI 20LB CTN	USDAA DONATED FOODS	100425	20	21	D
SWEET POTATOES MASH	USDAA DONATED FOODS	100318	41	47.52	D
TOMATO DICED CAN	USDAA DONATED FOODS	100329	38.25	43.99	D
TOMATO PASTE CAN	USDAA DONATED FOODS	100327	41.62	46.99	D
TOMATO SALSA CAN	USDAA DONATED FOODS	100330	39.75	46.98	D
TOMATO SAUCE CAN	USDAA DONATED FOODS	100334	39.75	45.99	D
APPLE SLICES FRZ CTN	USDAA DONATED FOODS	100258	30	32.01	F
APRICOT FRZ CUP	USDAA DONATED FOODS	100261	26.4	29.41	F
BEANS, GREEN FRZ CTN	USDAA DONATED FOODS	100351	0	32.01	F
BEEF CRUMB W/SPP	USDAA DONATED FOODS	100134	40	43	F
BEEF FINE GND LFT	USDAA DONATED FOODS	110261	40	43	F
BEEF FINE GROUND FRZ	USDAA DONATED FOODS	100158	40	43	F
BEEF SPP PATTY FZN	USDAA DONATED FOODS	100160	40	43	F
BLUEBERRY CULT FRZ	USDAA DONATED FOODS	100244	30	32.01	F
BLUEBERRY WILD FRZ	USDAA DONATED FOODS	100242	24	25.01	F
CARROTS FRZ	USDAA DONATED FOODS	100352	30	32.01	F
CATFISH STRIPS BRD	USDAA DONATED FOODS	100201	40	43	F

CHED RDU FAT YEL SHR	USDAA DONATED FOODS	100012	30	30.99	F
CHERRIES FRZ IQF CTN	USDAA DONATED FOODS	100237	40	42	F
CHERRIES RD TRT FRZ	USDAA DONATED FOODS	100235	30	32.01	F
CHICK, OVN RSTD 8 PC	USDAA DONATED FOODS	110080	30	31.5	F
CHICKN FAJITA STRIPS	USDAA DONATED FOODS	100117	30	31.5	F
CKN DICED CTN 40 LB	USDAA DONATED FOODS	100101	40	42	F
CORN COB FRZ CASE	USDAA DONATED FOODS	100349	30	31.5	F
CORN FRZ CTN 30 LB	USDAA DONATED FOODS	100348	30	32.01	F
EGGS WHOLE FRZ	USDAA DONATED FOODS	100046	30	32.49	F
MOZ LITE SHRED FRZ	USDAA DONATED FOODS	100034	30	32.01	F
MOZ LM PART SKIM FRZ	USDAA DONATED FOODS	100022	48	50.02	F
MOZZ LM PT SKIM SHRD	USDAA DONATED FOODS	100021	30	32.01	F
PANCAKES WW FZN 144	USDAA DONATED FOODS	100937	10.8	12	F
PEACH DICED FRZ CUP	USDAA DONATED FOODS	100241	26.4	30.7	F
PEACH FRSTN SLC FRZ	USDAA DONATED FOODS	100239	20	22	F
PEAS GREEN FRZ	USDAA DONATED FOODS	100350	30	32.01	F
PORK HAM WATERAD SLC	USDAA DONATED FOODS	100187	40	43	F
PORK HAM WATERADD	USDAA DONATED FOODS	100184	40	42.96	F
PORK ROAST LEG FRZ	USDAA DONATED FOODS	100173	40	43.2	F
POTATO OVENS FRY PKG	USDAA DONATED FOODS	100357	30	32.01	F
POTATO ROUNDS FRZ PK	USDAA DONATED FOODS	100358	30	32.01	F
POTATO WEDGE FATFREE	USDAA DONATED FOODS	100356	30	32.01	F
POTATO WEDGE FRZ PK	USDAA DONATED FOODS	100355	30	32.01	F
STRAWBERRY FRZ CTN	USDAA DONATED FOODS	100253	30	32.01	F
STRAWBERRY FRZ CUP	USDAA DONATED FOODS	100256	27	31.29	F
STRAWBERRY SLICE FRZ	USDAA DONATED FOODS	100254	30	32.01	F
TURKEY BRST DELI FRZ	USDAA DONATED FOODS	100121	40	42	F
TURKEY BRST SMKD DEL	USDAA DONATED FOODS	100122	40	42	F
TURKEY CONSUMER PK	USDAA DONATED FOODS	100123	50	53	F
TURKEY HAMS SMKD FRZ	USDAA DONATED FOODS	100126	40	42	F
TURKEY ROASTS FRZ	USDAA DONATED FOODS	100125	40	42	F
WHOLE WHEAT TORTILLA	USDAA DONATED FOODS	100938	27	29	F

## ATTACHMENT B

### Request for Proposal Number 4517Z1

		BEGINNING INVENTORY		RECEIVED DURING MONTH		ISSUED DURING MONTH	
		CASES	POUNDS	CASES	POUNDS	CASES	POUNDS
JULY	DRY	26312	983232.6	1716	74004	7112	297359.9
	CHILLED	3313	105245.2	0	0	688	22009.5
	FROZEN	27145	944700	8853	286551	8863	289384.8
AUGUST	DRY	20916	759876.7	3282	132816	7112	297359.9
	CHILLED	2625	83235.68	2770	60953	688	22009.5
	FROZEN	27135	941866.2	12903	398547.5	8863	289384.8
SEPTEMBER	DRY	17086	595332.8	5808	223349.5	3300	124265
	CHILLED	4707	122179.2	4280	118755	2054	40413.29
	FROZEN	31175	1051029	10850	340630	10998	336488.9
OCTOBER	DRY	19594	694417.3	12408	495953.2	8810	338127
	CHILLED	6933	200520.9	400	4568	1113	27902.2
	FROZEN	31027	1055170	23231	698670.9	14404	469049.2
NOVEMBER	DRY	23192	852243.5	13790	539893.1	12146	450517.6
	CHILLED	6220	177186.7	1550	46710.2	2103	49662.29
	FROZEN	39854	1284792	15686	497835.8	13971	432055.6
DECEMBER	DRY	24836	941618.9	8700	369425.8	15233	613248.5
	CHILLED	5667	174234.6	1600	65551	1964	49690.94
	FROZEN	41569	1350572	9996	264258.4	13022	429116.6
JANUARY	DRY	18303	697796.2	13638	610367.1	9967	412187.1
	CHILLED	5303	190094.7	890	25785.9	1808	46659.49
	FROZEN	38543	1185714	20089	616755.7	10461	342822.3
FEBRUARY	DRY	21974	895976.2	9709	427080.8	5874	243089.8
	CHILLED	4385	169221.1	0	0	979	25711.41
	FROZEN	48171	1459647	8477	256892	10001	328308.3

MARCH	DRY	25809	1079967	6234	264162.8	9709	417464.6
	CHILLED	3406	143509.7	890	25785.9	1064	30168.55
	FROZEN	46647	1388231	16749	467915.2	13793	424926.9
APRIL	DRY	22334	926665.3	2044	87071.96	7050	291894.9
	CHILLED	3232	139127	0	0	620	18801.93
	FROZEN	49603	1431219	2558	79829	9802	294148.1
MAY	DRY	17328	721842.4	366	11633.03	9181	407770.8
	CHILLED	2612	120325.1	0	0	1695	58240.88
	FROZEN	42359	1216900	1082	44202	12497	390820.6
JUNE	DRY	8513	325704.6	0	0	891	38601.14
	CHILLED	917	62084.2	0	0	134	4353.41
	FROZEN	30944	870281.4	0	0	653	19336.68

**Form B**

**Cost Proposal**

**Request for Proposal Number 4517Z1**

Bidder Name: \_\_\_\_\_

For each shipment received a one-time payment of;

COST	UNIT
\$	Per 100 pounds of food that requires dry storage and handling
\$	Per 100 pounds of food that requires frozen or chilled storage and handling

Please provide the physical location (address) of the warehouse(s) being bid:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_