

State of Nebraska
REQUEST FOR PROPOSAL FOR
CONTRACTUAL SERVICES FORM

RETURN TO:
 Department of Health and Human
 Services
 Division of Children and Family
 Services
 Food Distribution Program
 PO Box 95026
 Lincoln, NE 68509-5026
 Phone: (402) 471-9644
 Fax: (402) 742 2328

SOLICITATION NUMBER	RELEASE DATE
RFP 73135 O3	March 10, 2014
OPENING DATE AND TIME	PROCUREMENT CONTACT
April 18, 2014 2:00 p.m. Central Time	Chad Mohr

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

IMPORTANT NOTICE: Pursuant to § 84-602, all state contracts in effect as of January 1, 2014 will be posted to a public website beginning July 1, 2014. Any non-proprietary, non-copyrighted information or other information not specifically excluded by § 84-712.05 **WILL BE POSTED FOR PUBLIC VIEWING.**

PLEASE READ CAREFULLY!

SCOPE OF SERVICE

The State of Nebraska, Department of Health and Human Services, is issuing this Request for Proposal, RFP Number 73135 O3 for the purpose of selecting a qualified contractor to provide warehousing and delivery of USDA donated foods.

Written questions are due no later than March 21, 2014, and should be submitted via e-mail to chad.mohr@nebraska.gov. Written questions may also be sent by facsimile to (402) 742-2328.

A Pre-Proposal Conference will be held on March 17, 2014 from 3:00 to 5:00 PM central time at Nebraska State Office Building, 301 Centennial Mall South, Lower Level Conference Room D, Lincoln, Nebraska, 68509.

Bidder should submit one (1) original 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 The Department of Health and Human Services 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://dhhs.ne.gov> and <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 unless otherwise agreed to (see Section III) and certifies that 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.

ACDA: American Commodity Distribution Association

Addendum: Something to be added or deleted to an existing document; a supplement.

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

Agent/Representative: A person authorized to act on behalf of another.

Amend: To alter or change by adding, subtracting, or substituting.

Amendment: A written correction or alteration to a document.

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

ARO: After Receipt of Order

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): In a competitive bid, the final offer submitted which contains the bidder's (vendor's) most favorable terms for price.

Bid/Proposal: The offer submitted by a vendor in a response to written solicitation.

Bid Bond: An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the vendor will not withdraw the bid.

Bidder: A vendor who submits an offer bid in response to a written solicitation.

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

Business Day: Any weekday, except State-recognized holidays.

Calendar Day: Every day shown on the calendar including Saturdays, Sundays and State/Federal holidays.

Cancellation: To call off or revoke a purchase order without expectation of conducting or performing it at a later time.

CFR: Code of Federal Regulations.

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

Commodities: Any equipment, material, supply or goods; anything movable or tangible that is provided or sold.

Commodities Description: Detailed descriptions of the items to be purchased; may include information necessary to obtain the desired quality, type, color, size, shape or special characteristics necessary to perform the work intended to produce the desired results.

Competition: The effort or action of two or more commercial interests to obtain the same businesses from third parties.

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 parties creating obligations that are enforceable or otherwise recognizable at law; the writing that sets forth such an agreement.

Contract Administration: See Contract Management.

Contract Management: The management of contracts made with vendors, including negotiating and ensuring compliance with the terms and conditions, as well as documenting and agreeing on any changes or amendments that may arise during its implementation or execution. It can be summarized as the process of systematically and efficiently managing contract creation, execution, and analysis for the purpose of maximizing financial and operational performance and minimizing risk.

Contract Period: The duration of the contract.

Contractor: Any individual or entity having a contract to furnish commodities or services.

Cooperative Purchasing: The combining of requirements of two or more political entities to obtain advantages of volume purchases, reduction in administrative expenses or other public benefits.

Copyright: A property right in an original work of authorship fixed in any tangible medium of expression, giving the holder the exclusive right to reproduce, adapt and distribute the work.

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 terms and conditions or deliverables within the scope of the written solicitation or contract.

DHHS: Nebraska Department of Health and Human Services

EDI: Electronic Data Interchange.

Evaluation Committee: Committee(s) appointed by the requesting agency that advises and assists the procuring office in the evaluation of bids/proposals (offers made in response to written solicitations).

Evaluation: The process of examining an offer after opening to determine the vendor's responsibility, responsiveness to requirements, and to ascertain other characteristics of the offer that relate to determination of the successful award.

Extension: Continuance of a contract for a specified duration upon the agreement of the parties beyond the original Contract Period. Not to be confused with 'Renewal Period.'

FDP: Nebraska DHHS Food Distribution Program

FFS: Fee For Service is a method where the processor bills the costs of processing without the value of the USDA donated food included in the price.

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

Free on Board (F.O.B.) Point of Origin: The delivery charges are not included in the quoted price and are the responsibility of the agency. Agency is responsible for all claims associated with damages during delivery of product.

Foreign Corporation: A foreign corporation that was organized and chartered under the laws of another state, government, or country.

Late Bid/Proposal: An offer received after the Opening Date and Time.

Mandatory/Must: Required, compulsory or obligatory.

May: Discretionary, permitted; used to express possibility.

Module (see System): A collection of routines and data structures that perform a specific function of software.

Must: See Shall/Will/Must.

National Institute for Governmental Purchasing (NIGP): National Institute of Governmental Purchasing

NOI: (Net Off Invoice) is a USDA donated foods value pass through method where the processor bills the distributor at the commercial price, and the distributor bills the recipient agency at the commercial price, including warehouse and delivery fee, but less the value of the donated food.

Open Market Purchase: Authorization may be given to an agency to purchase items above direct purchase authority due to the unique nature, price, quantity, location of the using agency or time limitations by the AS Materiel Division, State Purchasing Bureau.

Opening Date and Time: Specified date and time for the public opening of received, labeled and sealed formal proposals.

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: The contracting out of a business process which an organization may have previously performed internally or has a new need for, to an independent organization from which the process is purchased back. .

Payroll & Financial Center (PFC): Electronic procurement system of record.

Performance Bond: An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the contractor fulfills any and all obligations under the 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.

Pre-Bid/Pre-Proposal Conference: A meeting scheduled for the purpose of clarifying a written solicitation and related expectations.

Product: Something that is distributed commercially for use or consumption and that is usually (1) tangible personal property, (2) the result of fabrication or processing and (3) an item that has passed through a chain of commercial distribution before ultimate use or consumption.

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 scheme, program or method worked out for the accomplishment of an objective, including all documentation, commodities and services to be provided under the contract.

Proposal: See Bid/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 written objection to a proposed award by a vendor to the same written solicitation.

Public Proposal Opening: The process of opening correctly submitted offers at the time and place specified in the written solicitation and in the presence of anyone who wished to attend.

Recipient Agency: Agencies or organizations that receive donated foods, in accordance with agreements signed with DHHS or with another recipient agency.

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: The date of public release of the written solicitation to seek offers

Renewal Period: Optional contract periods subsequent to the original Contract Period for a specified duration with previously agreed to terms and conditions. Not to be confused with Extension.

Request for Information (RFI): A general invitation to vendors requesting information for a potential future solicitation. The RFI is typically used as a research and information gathering tool for preparation of a solicitation.

Request for Proposal (RFP): A written solicitation utilized for obtaining competitive offers.

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

Responsive Bidder: A bidder who has submitted a bid which conforms to all requirements of the solicitation document.

Shall/Will/Must: An order/command; mandatory.

Should: Expected; suggested, but not necessarily mandatory.

Software License: Legal instrument with or without printed material that governs the use or redistribution of licensed software.

Sole Source – Commodity: When an item is available from only one source due to the unique nature of the requirement, its supplier, or market conditions.

Sole Source – Services: A service of such a unique nature that the vendor selected is clearly and justifiably the only practical source to provide the service. Determination that the vendor selected is justifiably the sole source is based on either the uniqueness of the service or sole availability at the location required.

Specifications: The detailed statement, especially of the measurements, quality, materials, and functional characteristics, or other items to be provided under a contract.

SY: School Year

SY12: July 1, 2011 through June 30, 2012

SY13: July 1, 2012 through June 30, 2013

SY14: July 1, 2013 through June 30, 2014

SY15: July 1, 2014 through June 30, 2015

System (see Module): 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 prior to the stated expiration date. All obligations which are still executory on both sides are discharged but any right based on prior breach or performance survives.

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)).

USDA: United States Department of Agriculture.

USDA brown box: Foods ordered, procured, and purchased by the USDA in the form they are delivered by the USDA's delivery carrier.

Trademark: A word, phrase, logo or other graphic symbol used by a manufacturer or vendor to distinguish its product from those of others, registered with the U.S. Patent and Trademark Office.

Upgrade: Any change that improves or alters the basic function of a product of service.

Vendor: An individual or entity lawfully conducting business in the State of Nebraska, or licensed to do so who seeks to provide goods or services under the terms of a written solicitation.

VPM: Value Pass-through Method of USDA donated food.

WBSCM: Web Based Supply Chain Management, the USDA's website used by States to procure USDA Foods.

Will: See Shall/Will/Must.

Work Day: See Business Day.

I. SCOPE OF THE REQUEST FOR PROPOSAL

The State of Nebraska, Department of Health and Human Services, is issuing this Request for Proposal, RFP Number 73135 O3 for the purpose of selecting a qualified contractor to provide warehousing and delivery of USDA donated foods.

A contract resulting from this Request for Proposal will be issued approximately for a period of two (2) years, effective the date of the award through June 30, 2016. The contract has the option to be renewed for three (3) additional one (1) year periods as mutually agreed upon by DHHS and the contractor.

ALL INFORMATION PERTINENT TO THIS REQUEST FOR PROPOSAL CAN BE FOUND ON THE INTERNET AT: <http://www.das.state.ne.us/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.

ACTIVITY	DATE/TIME
1. Release Request for Proposal	March 10, 2014
2. Pre-Proposal conference Location: Department of Health and Human Services Division of Children and Family Services Food Distribution Program 301 Centennial Mall South Lower Level Conference Room D Lincoln, NE 68509	March 17, 2014 3:00 to 5:00 PM Central Time
3. Last day to submit written questions after Pre-Proposal conference	March 21, 2014
4. State responds to written questions through Request for Proposal "Addendum" and/or "Amendment" to be posted to the Internet at: http://www.das.state.ne.us/materiel/purchasing/rfp.htm	March 28, 2014
5. Proposal opening Location: Department of Health and Human Services Division of Children and Family Services Food Distribution Program 220 South 17 th Street Conference Room 2B Lincoln, NE 68509	April 18, 2014 2:00 PM Central Time
6. Review for conformance of mandatory requirements	April 18, 2014
7. Evaluation period	April 18 through April 25, 2014
8. "Oral Interviews/Presentations and/or Demonstrations" (if required)	April 29, 2014
9. Post "Letter of Intent to Contract" to Internet at: http://www.as.materielpurchasing@nebraska.gov/rfp.htm	May 1, 2014

	ACTIVITY	DATE/TIME
10.	Contract finalization period	May 2 – May 14, 2014
11.	Contract award	May 15, 2014
12.	Contractor start date	June 1, 2014

II. PROCUREMENT PROCEDURES

A. PROCURING OFFICE AND CONTACT PERSON

Procurement responsibilities related to this Request for Proposal reside with the Department of Health and Human Services. The point of contact for the procurement is as follows:

Name: Chad Mohr
Agency: Department of Health and Human Services
Address: 220 South 17th Street 2nd Floor
Lincoln, NE 68509

OR

Address: PO Box 95026
Lincoln, NE 68509
Telephone: (402) 471-9644
Facsimile: (402) 742-2328
E-Mail: chad.mohr@nebraska.gov

B. GENERAL INFORMATION

The Request for Proposal is designed to solicit proposals from qualified vendors who will be responsible for providing warehousing and delivery of 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;

3. state staff and/or contractor staff present at the Pre-Proposal conference when recognized by the DHHS staff facilitating the meeting for the purpose of addressing questions; and
4. 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 Department of Health and Human Services and clearly marked "RFP Number 73135 O3; Warehousing and Delivery of USDA Donated Foods Questions". It is preferred that questions be sent via e-mail to chad.mohr@nebraska.gov. Questions may also be sent by facsimile to (402) 742-2328, but must include a cover sheet clearly indicating that the transmission is to the attention of Chad Mohr, showing the total number of pages transmitted, and clearly marked "RFP Number 73135 O3; Warehousing and Delivery of USDA Donated Foods Questions".

It is recommended that Bidders submit questions sequentially numbered, include the RFP reference and page number using the following format.

<u>Question Number</u>	<u>RFP Section Reference</u>	<u>RFP Page Number</u>	<u>Question</u>

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. PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held on the date, time and location shown in the Schedule of Events. Attendance at the pre-proposal conference is optional in order to submit a proposal. Bidders will have an opportunity to ask questions at the conference to assist in the clarification and understanding of the Request for Proposal requirements. The State will make every reasonable attempt to answer those questions before the end of the conference. Bidders attending the pre-proposal meeting may submit further questions in writing for questions which the bidder requires an official written response as shown in the Schedule of Events.

Written answers to written questions along with a list of conference attendees 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. Verbal responses provided during the pre-proposal meeting shall not be binding on the State of Nebraska.

F. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS

The Evaluation Committee(s) may conclude after the completion of the Technical and Cost Proposal evaluation that oral interviews/presentations and/or demonstrations are required in order to determine the successful bidder. All bidders may not have an opportunity to interview/present and/or give demonstrations; the State reserves the right to select only the top scoring bidders to present/give oral interviews in its sole discretion. The scores from the oral interviews/presentations and/or demonstrations will be added to the scores from the Technical and Cost Proposals. The presentation process will allow the bidders to demonstrate their proposal offering, explaining and/or clarifying any unusual or significant elements related to their proposals. Bidders' key personnel may be requested to participate in a structured interview to determine their understanding of the requirements of this proposal, their authority and reporting relationships within their firm, and their management style and philosophy. Bidders shall not be allowed to alter or amend their proposals. Only representatives of the State and the presenting bidders will be permitted to attend the oral interviews/presentations and/or demonstrations.

Once the oral interviews/presentations and/or demonstrations have been completed the State reserves the right to make a contract award without any further discussion with the bidders regarding the proposals received.

Detailed notes of oral interviews/presentations and/or demonstrations may be recorded and supplemental information (such as briefing charts, et cetera) may be accepted; however, such supplemental information shall not be considered an amendment to a bidders' proposal. Additional written information gathered in this manner shall not constitute replacement of proposal contents.

Any cost incidental to the oral interviews/presentations and/or demonstrations shall be borne entirely by the bidder and will not be compensated by the State.

G. SUBMISSION OF PROPOSALS

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

Bidder should submit one (1) original of the entire proposal. 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 C, Bidder Contact 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 in Section II part A as specified 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) 471-9644 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.

H. 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 at the proposal opening. Vendors may also contact the State to schedule an appointment for viewing proposals after the Intent to Award has been posted to the website.

I. 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).

J. 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.

K. EVALUATION OF PROPOSALS

All responses to this Request for Proposal which fulfill all mandatory requirements will be evaluated. Each category will have a maximum possible point potential. The State will conduct a fair, impartial and comprehensive evaluation of all proposals in accordance with the criteria set forth below. Areas that will be addressed and scored during the evaluation include:

1. Corporate Overview shall include but is not limited to;
 - a. the ability, capacity and skill of the bidder to implement the system that meets the requirements of the Request for Proposal
 - b. the character, integrity, reputation, judgment, and efficiency of the bidder
2. Technical Approach shall include but is not limited to;
 - a. Contractor's ability to meet warehouse and food storage requirements
 - b. Contractor's ability to meet delivery requirements
 - c. Characteristics of property and equipment used to meet the requirements of the RFP
 - d. Contractor's ability to meet documentation, recording and retention requirements
3. 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.

Evaluation criteria will become public information at the time of the Request for Proposal opening. Evaluation criteria and a list of respondents will be posted to the Internet at: <http://www.das.state.ne.us/materiel/purchasing/rfp.htm> Evaluation criteria will not be released prior to the proposal opening.

L. EVALUATION COMMITTEE

Proposals will be independently evaluated by members of the Evaluation Committee(s). The committee(s) will consist of staff with the appropriate expertise to conduct such proposal evaluations. Names of the members of the Evaluation Committee(s) will not become public information.

Prior to award, bidders are advised that only the point of contact indicated on the front cover of this Request For Proposal For Contractual Services Form can clarify issues or render any opinion regarding this Request for Proposal. No individual member of the State, employee of the State or member of the Evaluation Committee(s) is empowered to make binding statements regarding this Request for Proposal.

M. 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. Corporate Overview;
3. Technical Approach; and
4. Cost Proposal.

N. 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: financial stability of the company, 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.

O. 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.

P. 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. Bidders should include completed Section III with their proposal response.

A. GENERAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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 in ink 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 & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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 stated below:

STANDARD PROTEST/GRIEVANCE PROCEDURES FOR VENDORS USED BY DEPARTMENT OF HEALTH AND HUMAN SERVICES, DIVISION OF CHILDREN AND FAMILY SERVICES

This standard policy is used for commodity or services purchases processed by the Department of Health and Human Services, Division of Children and Family Services, Food Distribution Program. All protests/grievances are to be forwarded to the Director of The Division of Children and Family Services. Administrative procedures are as follows:

- a. Within ten (10) business days of the posting of the award (commodity) or intent to award (service), grievances/protests are to be expressed in writing and mailed to Director of the Division of Children and Family Services, 301 Centennial Mall South, PO Box 95026, Lincoln, NE 68509-5026. The letter should state the RFP number and specific issues that are to be addressed, and should provide a point of contact and an address to which a response can be sent. A response will be made in writing by the Director of the Division of Children and Family Services generally within ten (10) business days of receipt of the grievance/protest.

- b. If the response from the Director of the Division of Children and Family Services has not satisfied the grievance of the bidder, the bidder shall mail a protest letter stating the bid number, the specific issues that are to be addressed, and requesting a meeting with the CEO of the Department of Health and Human Services and the Director of the Division of Children and Family Services to: CEO of the Department of Health and Human Services, 301 Centennial Mall South PO Box 95026, Lincoln, NE 68509-5026, and shall be received by the CEO's office within ten (10) business days of the date of the response of the Director of the Division of Children and Family Services.
- c. A meeting will be scheduled with the bidder, the CEO of the Department of Health and Human Services, and the Director of the Division of Children and Family Services for the bidder to present to the CEO the issues to be considered.
- d. A written response of the final decision of the CEO of the Department of Health and Human Services will be sent to the bidder, generally within ten (10) business days unless additional time is necessary to fully examine the issues presented.

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

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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 & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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 & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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 this 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 this 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 & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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 this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contractors' employees to be engaged in work on the project under this 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 this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect contractor and any subcontractor performing work covered by this contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this 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	\$3,000,000
Products/Completed Operations Aggregate	\$2,000,000
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	\$2,000,000 combined single limit
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d. UMBRELLA/EXCESS LIABILITY

Over Primary Insurance	\$3,000,000 per occurrence
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e. INSURANCE ENDORSEMENT

Contractor will provide proof of an added property insurance endorsement to cover any damage or loss to USDA foods while in their care that includes the amount of any insurance coverage, which has been purchased to protect the value of USDA food items which are being stored or transported.

4. EVIDENCE OF COVERAGE

The Contractor should furnish the State, with their proposal response, a certificate of insurance coverage complying with the above requirements, which shall be submitted to the Department of Health and Human Services, Division of Children and Family Services, Food Distribution Program at 220 South 17th Street 2nd Floor, Lincoln, NE 68509-5029 (facsimile (402) 742-2328). 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 Department of Health and Human Services, Division of Children and Family Services, Food Distribution Program at 220 South 17th Street 2nd Floor, Lincoln, NE 68509-5029 (facsimile (402) 742-2328) 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 & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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 & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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 & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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 & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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 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 & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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 & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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 & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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 & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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 & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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 & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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 & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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 & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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 & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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 & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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 & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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 & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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 & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

The contractor shall use its best efforts to ensure that its employees, agents and subcontractors comply with site rules and regulations while on State or recipient agency's 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 & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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 & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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.
- j. Noncompliance of the requirements for contracts contained in 7 CFR § 250

Z. FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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 & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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 & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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 & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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

- a. In the event there is a shortage or damage to an item noted on the signed delivery document and the contractor neglects to resolve the discrepancy within one (1) week, the contractor shall be assessed a penalty in the amount of \$100.00 payable to the recipient agency for each twenty-four (24) hour period thereafter in which the identified requirement is not completed.
 - 1) Resolving the discrepancy means issuing account credit to the recipient agency for the full case value of the damaged USDA donated food plus the warehouse and delivery fee, and processing fee if applicable; OR redelivering the shorted item(s) within one (1) week or as agreed upon with the recipient agency.
- b. In the event the contractor substitutes items, brands, or code numbers without prior written approval from DHHS, the contractor shall be assessed a penalty in the amount of \$100.00 payable to the recipient agency for each occurrence as determined by DHHS.
- c. In the event the contractor fails to submit required documentation and reports within five (5) calendar days following the last working day of the month for which documents and reports pertain, the contractor shall be assessed a penalty in the amount of \$100.00 payable to DHHS for each twenty-four (24) hour period thereafter in which the identified requirement is not completed.
- d. In the event the contractor fails to pay to DHHS the FDP Administration Fee due to DHHS within ten (10) days of the last day of the month in which the remittance of the Fees were due or immediately at contract termination, cancellation or expiration, the contractor shall be assessed a penalty of \$100.00 payable to DHHS for each twenty-four (24) hour period thereafter in which the identified requirement is not completed.

DD. PERFORMANCE BOND

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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 one hundred thousand dollars (\$100,000.00). The check or bond if 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 or recipient agency. 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 & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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. PAYMENT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

Recipient Agent through written agreement with DHHS Food Distribution Program 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 recipient 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. §

GG. INVOICES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

Invoices for payments must be submitted by the contractor to the recipient agency receiving the services with sufficient detail to support payment.

- a) The contractor shall invoice each recipient agency the firm fixed price per case for warehousing and delivery of USDA donated foods.
- b) The contractor shall invoice each recipient agency the firm fixed price per case for warehousing when the recipient agency picks up USDA donated food items at the contractor’s warehouse.
- c) The contractor shall use separate accounts from or sub accounts of any commercial account the recipient agency may have with the contractor for the purpose of tracking USDA foods business separately from commercial business.

- d) The contractor must submit invoices to the recipient agency on the contractor's original descriptive business invoice form and must use a unique invoice number with each invoice submitted.
- e) The contractor will collect a FDP Administration Fee on behalf of DHHS.
 - 1) DHHS will establish the amount of the Fee by written notice to the contractor.
 - 2) The Fee may range from zero (0) to seventy five (75) cents per case of USDA food delivered by contractor or picked up by recipient agency. The contractor will collect the FDP Administration Fee in addition to the firm, fixed price per case from the recipient agency.
 - 3) The number of cases of USDA food items on the monthly Manifest (less any inventory shortage of USDA foods which causes USDA food items to not be delivered or picked up) will be used by DHHS to determine the amount of the FDP Administration Fee to be collected by the contractor.
 - 4) The per case Fee will be collected by the contractor from recipient agencies per case of USDA brown box and FFS (Fee For Service) items picked up or delivered.
 - 5) The contractor will remit to DHHS the total of FDP Administration Fees assessed to recipient agencies within 45 calendar days of the last day of the month in which the FDP Administration Fees were assessed.
 - 6) The Fee shall be identified on the contractor's invoice as "FDP Administration Fee".
 - 7) The FDP Administration Fee will apply to any USDA food delivered or picked up.
 - 8) DHHS may at its discretion, waive the requirement of collecting the FDP Administration Fee for items containing substitutable USDA foods that are sold to recipient agencies on commercial accounts via any indirect discount value pass through method (VPM) as defined by the American Commodity Distribution Association (ACDA) or for any other reason as determined and communicated by DHHS.
 - 9) Upon the event of contract termination, cancellation, or expiration, the contractor shall immediately pay any and all uncollected or previously unremitted FDP Administration Fees to DHHS.

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.

HH. AUDIT REQUIREMENTS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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.

II. TAXES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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.

JJ. INSPECTION AND APPROVAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

Final inspection and approval of all work required under the contract shall be performed by the designated State officials or designated recipient agencies. 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.

KK. CHANGES IN SCOPE/CHANGE ORDERS

YES	NO	NO & PROVIDE ALTERNATIVE	
			1.
NOTES/COMMENTS:			

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.

LL. SEVERABILITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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.

MM. CONFIDENTIALITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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.

NN. PROPRIETARY INFORMATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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.

OO. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION/COLLUSIVE BIDDING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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.

PP. PRICES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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.

Federal regulations allow a price increase not to exceed normal inflation. 2.3% is the 10 year average inflation as reported by the United States Department of Labor, Bureau of Labor Statistics for the categories of General Freight Trucking and General Warehouse and Storage combined for the years 2003 through 2013.

The annual price increase will be determined by multiplying the original prices by 1.023. The price increase will be determined by multiplying the original prices by 1.046 for the second annual price increase, and then multiplying the original prices by 1.069 for the third annual price increase, and then multiplying the original prices by 1.092 for the fourth annual price increase. The first annual price increase of 2.3% will be accomplished by contract amendment. Subsequent price increases of 2.3% will be accomplished with contract renewals agreed upon by DHHS and the contractor.

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 or the State’s recipient agencies 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 or the State’s recipient agencies 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.

QQ. BEST AND FINAL OFFER

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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.

RR. ETHICS IN PUBLIC CONTRACTING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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.

SS. INDEMNIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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.

TT. NEBRASKA TECHNOLOGY ACCESS STANDARDS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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.

UU. ANTITRUST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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

VV. DISASTER RECOVERY/BACK UP PLAN

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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.

WW. TIME IS OF THE ESSENCE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

Time is of the essence in this 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.

XX. RECYCLING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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).

YY. DRUG POLICY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

Contractor certifies that 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.

ZZ. EMPLOYEE WORK ELIGIBILITY STATUS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of 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.
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.

AAA. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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.

BBB. RESULTS BASED ACCOUNTABILITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

The contractor agrees to cooperate with DHHS in the development of any desired outcomes, performance measures, and reporting requirements necessary for implementation of the Division of Children and Families' Results Based Accountability initiative.

IV. PROJECT DESCRIPTION AND SCOPE OF WORK

A. PROJECT OVERVIEW

1. Background

- a) The United States Department of Agriculture (USDA) acquires agricultural commodities through price support programs, surplus removal, and direct purchase programs from national markets to provide nutritious high quality food to recipient agencies. The State of Nebraska, Department of Health and Human Services (DHHS) is the State Distributing Agency responsible for the distribution of USDA food commodities. DHHS administers the distribution of USDA donated foods to approximately 381 recipient agencies that participate in the National School Lunch Program (NSLP), 27 recipient agencies that participate in the Summer Food Service Program (SFSP), and 91 recipient agencies that participate in the Child and Adult Care Feeding Program (CACFP). Recipient agencies utilize foods to prepare meals for consumption in the NSLP, SFSP, and CACFP. These food items are approximately 18% of the foods consumed in schools throughout the United States.
- b) DHHS provides for the administration, operation, and distribution of USDA foods to eligible recipient agencies. Program staff has responsibility for:
 - 1) Managing the order process for USDA foods for recipient agencies including diversions to commercial processors,
 - 2) Ensuring quality and timeliness of food delivery to recipient agencies,
 - 3) Inspecting warehouses for proper storage and reconciliation of inventory,
 - 4) Auditing of warehouse, distribution operations, and inventory practices and controls,
 - 5) Initiation and review of commercial food processors for agreements to increase the availability of product mix to recipient agencies,
 - 6) Compliance with USDA regulations allowing continued participation in national food assistance programs.

2. Transition

- a) Immediately upon award of the contract, the contractor shall provide the name of one (1) individual that shall be designated as the primary contact person to ensure strict adherence to the contractual requirements and communicate with DHHS. In addition, the contractor shall provide the name of one (1) backup individual who shall assume the responsibilities of the primary contact person in his/her absence.
- b) Upon award of the contract, the contractor shall:
 - 1) Work with DHHS and any other organizations designated by DHHS to ensure an orderly transition of services and responsibilities under the contract and to ensure the continuity of those services required by DHHS.
 - 2) As required, pick up and transport all USDA inventory remaining in the State contracted warehouse located at 2325 Gomez Ave, (frozen) and/or 3640 D Street (dry) Omaha, NE to the contractor's warehouse as directed by DHHS in order to assume responsibilities under contract award. The amount of carryover inventory for this year is estimated to be 20,000 cases, 10,000 frozen and 10,000 dry.
 - 3) The contractor shall obtain all required Federal, State, and local health inspections and shall provide DHHS with evidence that inspections/approvals are current.

- c) Upon expiration, termination, or cancellation of the contract, the contractor shall:
- 1) Assist DHHS to ensure an orderly and smooth transfer of responsibility and continuity of those services required under the terms of the contract to an organization designated by DHHS. If requested by DHHS, the contractor shall provide and/or perform any or all of the following responsibilities:
 - 2) Deliver, without charge all records, documentation, reports, data, recommendations, or printing elements, etc., which were required to be produced under the terms of the contract to DHHS and/or to DHHS's designee within seven (7) days after receipt of the written request in a format and condition that are acceptable to DHHS.
 - 3) Discontinue accepting new assignments under the terms of the contract on the date specified by DHHS, in order to ensure the completion of such service prior to the expiration of the contract.
 - 4) Prepare for shipment, in the same manner as described within the RFP, any remaining USDA Foods inventory.
 - 5) Provide dock access to any subsequent contractor for the purpose of loading and transporting existing inventory.
 - 6) Load any and all remaining USDA Foods onto subsequent contractor's trailers for transportation.
 - 7) Cooperate with DHHS and any subsequent contractor to accommodate any reasonable request.

B. PROJECT ENVIRONMENT

1. Historical Data

- a) Historical data and other information applicable to the DHHS food distribution program are represented in Attachments A through H.
- 1) The average case weight for the 2012 school year was 34.77 pounds.
 - 2) The average case weight for the 2013 school year was 27.72 pounds.
 - 3) The average case weight for the 2014 school year through December 2013 is 35.32 pounds.
- b) The following table represents the total weight in pounds and payments to contractors for the past three years.

	Warehouse		Transportation	
	WEIGHT	PAYMENT	WEIGHT	PAYMENT
NSLP				
SY12	8,058,386	\$491,690	6,481,725	\$1,050,057
SY13	7,342,903	\$469,594	5,770,583	\$951,434
SY14 YTD (Dec. 2013)	4,235,017	\$297,766	3,335,941	\$573,836
CACFP				
SY12	371,629	\$22,849	371,629	\$51,778
SY13	333,821	\$20,814	333,821	\$53,689
SY14 YTD (Dec. 2013)	179,414	\$11,561	179,414	\$29,773
SFSP				
SY12	38,785	\$2,348	38,785	\$2,402
SY13	62,361	\$3,832	62,361	\$7,726
SY14				

c) The following table represents the number pounds recipient agencies picked up at the warehouse and the number of pounds that were shipped direct to recipient agencies or their warehouse.

	SELF PICK UP		DIRECT SHIP	
	POUNDS	RECIPIENT AGENCIES	POUNDS	RECIPIENT AGENCIES
SY12	1,576,661	7	2,902,460	3
SY13	1,572,320	7	3,127,555	3
SY14 YTD (Dec. 2013)	899,075	7	1,471,991	3

d) Self pick up recipient agencies at the time of this RFP are:

- 1) Father Flanagan’s Boys’ Home
- 2) Westside Community Schools
- 3) Papillion-La Vista Schools*
- 4) McCook Public Schools**
- 5) North Platte Public Schools**
- 6) Millard Public Schools**
- 7) Ralston Public Schools**

e) Direct ship recipient agencies at the time of this RFP are:

- 1) Omaha Public Schools***
- 2) Lincoln Public Schools***
- 3) Bellevue Public Schools

*some direct ship, mostly self pick up

**some direct ship to co-op contracted warehouse, mostly contractor pick up

***some deliveries, mostly direct ship

2. DHHS General Procedures

- a) DHHS shall order USDA brown-box and further processed FFS USDA foods for delivery to the contractor’s warehouse. To conserve warehouse space and increase inventory turns, the types of USDA brown-box items have been consolidated into the highest moving and most popular for SY15. The list of items has been reduced from over 150 to approximately 45 items for SY15.
- b) Brown-box USDA foods are defined as foods ordered, procured, and purchased by the USDA in the form they are delivered by the USDA’s delivery carrier (Example: green beans). The brown-box item number will remain constant; however, the USDA vendor may vary due to USDA contract awards.

- 1) Forty five brown-box items as represented in Attachment G are to be offered to recipient agencies for school year 2015 (SY15). The number and types of items to be offered are subject to change and are determined by a demand survey conducted annually and availability from the USDA. DHHS reserves the right to add, change or substitute items throughout the school year.
- 2) After the items in demand are determined, the quantities of each item to be requested are determined by conducting an annual quantity survey. The total demand for an item in cases is divided by the number of cases to fill a full truck load from the USDA. This determines the

- number of truckloads to request for arrival throughout the school year. All fulfilled requests for USDA brown box items will arrive one item per truck load unless the USDA changes their policy to allow two items per truck load.
- 3) The demand may be rounded up or down to full truck loads. Trucks may be split between the recipient agency's warehouse and the contractor's warehouse if a recipient agency or group of recipient agencies such as a co-op can meet demand equal to at least one fourth of a truck load.
 - 4) All brown-box items are shipped freight prepaid by the USDA.
- c) Further processed FFS USDA food items (FFS items) shall be defined as end products used by schools which are produced and shipped by further processors which received raw/bulk USDA foods on behalf of DHHS or the recipient agency. (Example: bulk, frozen, cut-up chicken made into chicken nuggets).
- 1) Up to sixty six (66) FFS items as represented in Attachment H will be ordered by DHHS from sixteen (16) processors on behalf of recipient agencies for SY15. The number of processors and types of FFS items to be offered are subject to change and are determined by processing RFPs, State Participation Agreements with processors, and demand surveys conducted periodically.
 - 2) FFS items are ordered by DHHS for delivery into the contractor's warehouse on a month to month basis as determined by recipient agencies' monthly demand.
 - 3) To determine monthly demand for FFS items, recipient agencies fill out a monthly offering sheet specifying how many cases of each item they are requesting and then submit the sheet to DHHS.
 - 4) For SY15 DHHS will pay the processing fee for all FFS items. The contractor understands and agrees that recipient agencies may also order FFS items from processors to be delivered directly to their own warehouse, either independently contracted or owned.
 - 5) All FFS items ordered by DHHS are shipped freight prepaid by the processor.
- d) The goal of DHHS is to have depleted all inventory by July 1 of each year by not ordering more than the actual demand as determine by periodic surveys. In general, DHHS will avoid scheduling trucks of USDA brown box foods to be delivered later than March 1.
- e) DHHS shall make no guarantee as to minimum or maximum quantities of food requiring storage or delivery.
- f) DHHS reserves the right to add or delete recipient agencies to the program during the term of the contract. The contractor shall also provide warehousing and delivery service for any new recipient agencies identified by DHHS pursuant to the same terms, conditions, and prices.

C. PROJECT REQUIREMENTS

1. General Requirements

- a) The contractor shall store, supervise, manage, and deliver cases of perishable and non-perishable USDA foods to recipient agencies pursuant to the Manifest provided by DHHS on a month to month basis.
- b) The contractor shall provide food warehousing and delivery services for DHHS in accordance with the provisions and requirements stated herein. The contractor shall provide services to the sole satisfaction of and in accordance with the instructions provided by DHHS and in accordance with the Code of Federal Regulation 7, Part 250 as well as any applicable USDA Instructions or Policy Memos.
- c) Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services required herein.

- d) DHHS's drop point for the delivery of food from the USDA and processor's delivery carriers shall be the contractor's main warehouse. However, the contractor shall understand that some recipient agencies receive food from the USDA at their own facility or separately contracted facility.
- e) The bidder must provide the following services:
 - 1) Receive, unload, handle, and store inbound shipments of USDA foods and processed USDA food items (processed items)
 - 2) Load and deliver outbound shipments of USDA Foods and processed items to recipient agencies.
 - 3) Collect and remit the FDP Administration Fee.
 - 4) Submit receiving, warehousing and delivery inventories and documents of all USDA foods and processed items to DHHS and USDA as necessary.
- f) Delivery time frames:
 - 1) The distribution of NSLP and CACFP food to recipient agencies is scheduled primarily based on ten (10) monthly distributions during the months of August through May.
 - 2) The distribution of SFSP is scheduled primarily during the months of June and July.
 - 3) Recipient agencies are those public and private entities which have entered into a written agreement with the DHHS for the receipt of USDA donated food.

D. BUSINESS REQUIREMENTS

The bidder must provide information on the bidder's flat rate pricing and minimum order requirement in response to this Request for Proposal on Form A and Form B.

- a) Flat rate pricing: The contractor will bid the firm fixed price per case for warehouse and delivery and warehouse only service on a flat rate basis. Flat rate means that the price will be consistent throughout the state for any location and for any number of cases delivered that meets minimum quantity requirements (if any) and any number of cases pick up at the contractor's warehouse by the recipient agency.
- b) DHHS will allow the contractor to require a minimum number of no more than ten (10) cases per delivery drop point to qualify for delivery service. DHHS will not allow a minimum number of cases per order if a recipient agency chooses to pick up their order at the contractor's warehouse.

E. SCOPE OF WORK

The bidder must provide information on the bidder's ability to meet Warehouse and Food Storage Requirements in response to this Request for Proposal.

1. Warehouse and Food Storage Requirements

- a) The contractor shall:
 - 1) Designate an individual to receive a USDA Authentication user ID and password for the purpose of receiving shipments into WBSCM.
 - 2) Record any long, short or damage discrepancies on the signed bill of lading from the carrier that delivers the donated food before the driver is released.

- 3) Within forty eight (48) hours of receiving a USDA brown box shipment, enter the receipt into WBSCM. Enter appropriate data regarding long, short, and/or damaged shipments in the WBSCM receipting process.
- 4) Within five (5) calendar days of receiving any shipment, the contractor shall submit to DHHS a PDF copy of the delivery receipt or manifest that was signed for that shows the USDA Sales Order Number or State of Nebraska Purchase Order Number, item codes and quantities, lot numbers, and pertinent dates such as ship date, received date, best by date, best if used by date, expiration date, pack date, etc.
- 5) Immediately notify DHHS if a shipment of USDA brown box food is received and the item does not appear on the Sales Order Status Report.
- 6) Not accept any food that is damaged or is of a questionable condition without the written permission of DHHS. Document, record and report damaged, defective, or contaminated items as detected to DHHS (digital pictures are required). In certain situations the contractor will be required by DHHS to refuse delivery of partial or complete shipments.
- 7) Notify DHHS as soon as any hidden damage, defect, or contamination of USDA brown box items not detected at the time of receipt is evident (digital pictures are required) and submit a completed FDP-101 disposal form provided by DHHS.
- 8) Dispose of damaged, defective, contaminated or recalled items as instructed by DHHS.
- 9) Be permitted to submit claims to DHHS for reimbursement of reasonable disposal expenses as determined by DHHS incurred for disposal of damaged, defective, contaminated USDA foods that are not due to the contractors fault or negligence.
- 10) Be permitted to submit claims to DHHS for reimbursement of reasonable disposal expenses as determined by DHHS incurred for disposal of recalled USDA foods.
- 11) The contractor shall enforce access restrictions to the food while the food is in storage facilities and during transport. Food inventories must be locked and monitored during storage and transport.
- 12) Have implemented a Hazard Analysis Critical Control Point (HACCP) Plan and have the ability to provide specific information within the plan relating to the recall of products which contain USDA Foods upon request of DHHS. Contractor must:
 - i. Have evidence of a product traceability system from product receipt to delivery to designated site.
 - ii. Have evidence of conducting a mock recall including USDA Foods a minimum of one time per year.
 - iii. Have 24/7 accessibility of staff and telephone contact information in the event of a USDA Hold/Recall.
 - iv. Agree not to contact individual recipient agencies concerning product involved in a recall prior to discussion with DHHS.
 - v. Have a procedure to insure recalled product is not shipped to RA's.
 - vi. Have notification capability to provide updates on USDA Hold and Recall data for recipient agencies.
 - vii. Cooperate with State and Federal Authorities in the event of a recall.
- 13) Take other protective measures as deemed necessary by DHHS.
- 14) Allow recipient agencies the option to pick up food from the contractor's warehouse in accordance with the firm, fixed price per case for pick up.
 - i. Recipient agencies that elect to pick up at contractor's warehouse will use their own vehicles to transport product from the warehouse to the recipient agency's facility.
 - ii. Contractor's warehouse personnel will place the product at the platform out loading (dock) door on exchangeable pallets.
 - iii. The RAs' personnel will count and sign for receipt of the product, taking responsibility for the product, and load the product into its own vehicle.

- iv. For recipient agencies that have vehicles that are suitable in size and are equipped to handle mechanical loading by contractor's equipment and personnel, contractor's personnel will load these vehicles.
- v. Pick-ups at contractor's warehouse will be made on prescheduled days and hours of the week as requested by recipient agencies and approved by the contractor.

The bidder must provide information on the bidder's ability to meet Contractor Delivery Requirements in response to this Request for Proposal.

2. Contractor Delivery Requirements

- a) By the 23rd of each month, the contractor shall receive a monthly Manifest and Bills of Lading (BOLs) from DHHS designating the recipient agencies and the quantities of USDA items and processed items to be delivered within the next month. The contractor shall not deviate from this schedule, unless communicated to and approved by DHHS.
- b) Upon receipt of the monthly Manifests and BOLs from DHHS, the contractor shall compare the Manifest totals and the receipt totals for each processed item and notify DHHS immediately of any discrepancies.
- c) Release and deliver all cases of USDA food to recipient agencies on a first-in, first-out (FIFO) basis.
- d) Deliveries to recipient agencies will be made at least monthly subject to minimum case count quantities (if any) unless otherwise agreed upon by the recipient agency and contractor in writing. Where changes to the schedule are necessary, contractor will provide and communicate written notice of the change(s) at least two (2) weeks in advance.
- e) The contractor shall deliver food Monday through Friday excluding days when the recipient agency is closed and excluding the following specified holidays:
 - 1) Labor Day
 - 2) Columbus Day
 - 3) Veterans Day
 - 4) Thanksgiving Day, and the day before and the day after Thanksgiving Day
 - 5) December 20 – January 2 for Christmas and New Years
 - 6) Martin Luther King Jr. Day
 - 7) Presidents' Day
 - 8) Good Friday
 - 9) Monday after Easter
 - 10) Memorial Day
 - 11) Independence Day
- f) Delivery hours are from 6:30 a.m. – 5:00 p.m. however, individual arrangements for delivery may be mutually agreed upon between contractor and the recipient agencies in writing.
- g) Contractor must meet the following requirements for all outbound shipments:
 - 1) Contractor shall communicate and coordinated with processors to establish when the processor's shipment of FFS items will arrive.
 - 2) Contractor shall obtain the monthly Manifest and BOLs from DHHS.
 - 3) Contractor must sort BOLs into routes (build routes) and may consolidated shipments with commercial orders. DHHS will as much as possible assist in sorting and building routes by incorporating contractor's route identification system prior to the creation of BOLs. Any route identification system requested by the contractor may not be changed more than twice per school year unless approved by DHHS.

- 4) Contractor shall establish a delivery schedule (shipping times and dates) to ensure that recipient agencies receive their deliveries at approximately the same time each month.
- 5) Contractor may optionally provide an online or other method for recipient agencies to schedule delivery.
- 6) Contractor shall pick USDA foods and processed items to fill orders.
- 7) Contractor shall unitize individual recipient agency orders on industry standard exchangeable pallets.
- 8) Contractor shall shrink-wrap or secure pallets with metal or plastic bands.
- 9) Contractor shall load outbound shipments.
- 10) Contractor shall verify that all case counts pulled for each order are accurate and loads match the corresponding BOL.
- 11) Contractor shall deliver USDA food and processed items to approximately 450 recipient agencies.
- 12) USDA food and processed items may be combined with deliveries of commercial foods and other items.
- 13) Contractor shall require the authorized receiver or the designated representative of the recipient agency verify the accuracy of quantities, brand, and code numbers of each item and condition of the food and sign for the delivery.
- 14) Exceptions (e.g. damages, errors, etc.) shall be noted on the receiving document by the authorized receiver or designated representative and initialed by both the contractor's truck driver and the authorized receiver or designated representative. If deliveries are made wherein damages or errors are noted on the delivery receipt, the contractor shall:
 - i. Resolve the discrepancy by: issuing account credit to the recipient agency for the full case value of the damaged USDA donated food plus the warehouse and delivery fee, and processing fee if applicable; OR redelivering the shorted item(s) within one (1) week to correct the discrepancy, unless the recipient agency elects to have the food delivered on their next scheduled delivery day. However, if the contractor previously communicated the shortage with the recipient agency, the one week requirement will not apply.
 - ii. Not be required to issue credits for discrepancies not detected at the time of delivery except for hidden damage.
 - iii. In the event of hidden damage to USDA foods not noted on the delivery receipt at the time of delivery, contractor shall issue credit for any warehouse and delivery charges for the item to the recipient agency. Contractor shall notify DHHS within one week, collect the damaged item if so directed by DHHS and submit a completed FDP-101 disposal form provide by DHHS.
 - iv. Acknowledge and agree that FNS Instruction 410-1 rev. 2 or any succeeding or revised document shall be followed in the event of a loss of USDA Food. The instruction is posted here:
<http://www.fns.usda.gov/sites/default/files/FNS-410.pdf>
- 15) Contractor shall understand and agree that all deliveries are inside deliveries. USDA food items shall be placed by the contractor's driver inside the door at the recipient agency's drop point unless a different place is agreed upon in writing by the contractor and recipient agency.
- 16) Contractor shall exchange pallets with recipient agencies. If recipient agencies refuse to surrender their pallets, contractor may bill them replacement cost as determined by DHHS for the pallets.
- 17) There is no limit to the number of drop points a recipient agency may have as long as the minimum order quantity (if any) is met for each drop point. Designated drop points may be schools, school storage facilities, or unless disapproved by DHHS, commercial warehouse

facilities of the recipient agency's choice. Drop points shall be coordinated with the contractor by the recipient agency.

- i. If multiple recipient agencies utilize the same commercial warehouse facility, deliveries for each recipient agency shall be kept separate when delivering to the commercial warehouse for ease in verifying items, brands, and code numbers for each recipient agency.
- ii. In the event a recipient agency utilizes a commercial warehouse storage facility, the contractor must contact the recipient agency's commercial warehouse to secure a delivery time.

18) In the event a scheduled delivery will not be delivered as initially communicated or arranged with a recipient agency, (e.g. sick driver, bad weather, equipment malfunction, etc.), the contractor shall call by telephone the recipient agency immediately to notify them of the cancelled delivery. Outside of weather induced cancellations, all cancelled deliveries must be rescheduled by the contractor for delivery to the recipient agency within 24 hours of the original scheduled delivery. New delivery arrangements must be communicated by the contractor to the recipient agency to allow for accommodations to be made.

19) Except for an emergency/disaster situation or a situation of distress, if a delivery is refused by a recipient agency, the contractor shall notify DHHS immediately. The contractor shall follow the instructions provided by DHHS regarding the refused shipment. The contractor shall allow DHHS one (1) hour following the contractor's notification for DHHS to provide the contractor with instructions regarding the refused shipment.

- iii. DHHS may instruct the contractor to deliver a refused shipment to another recipient agency in the balance of the route. The contractor shall deliver the shipment to the alternate recipient agency and shall invoice the alternate recipient agency.
- iv. If a refused shipment cannot be delivered to another recipient agency in the balance of the route, the contractor shall return the food to the contractor's warehousing facility, return the items into inventory, and notify DHHS of the inventory adjustment. The contractor shall be paid by the recipient agency in accordance with the firm, fixed price per case for the attempted delivery.

20) In the event of an emergency or disaster situation, as determined by the Governor or President, or a situation of distress as defined by the USDA, and upon request of and in accordance with either DHHS's or USDA's instructions, the contractor shall deliver specified foods to designated sites, regardless of the volume of cases of food, as soon as possible but shall be no later than 48 hours after notification by DHHS even if such occurs on a weekend or holiday. The contractor shall give priority to such deliveries over all other deliveries.

21) Contractor shall not substitute items, brands or code numbers without prior approval from DHHS.

F. TECHNICAL REQUIREMENTS

The bidder must provide information on the bidder's physical assets in response to this Request for Proposal.

- a) Contractors equipment used in the performance of duties must:
 - 1) Accommodate recipient agency's drop points (either ground level or loading dock).
 - 2) Be maintained in accordance with manufacturer specifications.
 - 3) Not be used for transporting any substance that may be harmful to the quality or safety of foods.
 - 4) Freezer units must be pre-chilled to 0 degrees for loading and shall remain at the required temperature until the product has been offloaded at the recipient agency's drop point.
 - 5) Cooler units shall be pre-chilled to between thirty-six degrees Fahrenheit and forty degrees Fahrenheit degrees for loading and shall remain at the required temperature until the product has been offloaded at the recipient agency's drop point.
 - 6) Dry units shall provide protection from freezing.

- b) The contractor's warehousing facility must:
 - 1) Be capable of storing all of DHHS's food. Refer to SY13 usage data and SY15 survey data for an estimate of yearly storage capacity.
 - 2) Have adequate docking facilities for the loading and unloading of inbound and outbound truck shipments.
 - 3) Have adequate cooler, dry, and freezer storage capabilities for storage of perishable and non-perishable food. DHHS shall have the right to determine which foods are to be placed in cooler, dry, and freezer storage and the contractor shall accept such determination. However, the contractor may substitute dry storage space with an equal or greater amount of cooler storage space.
 - 4) Be maintained in a clean, dry, and orderly manner to ensure the safety, wholesomeness, and sanitary condition of the stored food.
 - 5) Be kept free of damaged food or food of questionable condition.
 - 6) Maintain foods at proper storage temperatures per USDA foods fact sheets posted here: <http://www.fns.usda.gov/fdd/nslp-usda-foods-fact-sheets>
 - 7) Store frozen items at a required maximum of zero degrees Fahrenheit, store dry items ideally between fifty degrees Fahrenheit and seventy degrees Fahrenheit, and store cooler items ideally between thirty-six degrees Fahrenheit and forty degrees Fahrenheit.
 - 8) Store all grain products such as pasta, rice, oats, and flour in the cooler if ideal conditions are not available in the dry storage warehouse.
 - 9) Be sanitary and free from rodent, bird, insect, and other animal infestation.

- c) DHHS will train the contractor to obtain the Sales Order Status Report on the USDA's Web Based Supply Chain Management (WBSCM) website. This report provides estimated delivery dates of USDA brown box foods. The USDA delivery carriers are required to contact the contractor to schedule an unloading appointment at least 24 hours in advance. In the event a USDA delivery carrier fails to make an appointment, the contractor must unload the USDA product as soon as conveniently possible within the normal, daily unloading hours.
- d) The contractor shall accept sole responsibility for unloading all food.
- e) The contractor shall understand and agree that the title of USDA donated food shall pass from the Federal Government to the State of Nebraska upon receipt of the food by the contractor from the USDA's or processor's delivery carrier.

G. PROJECT PLANNING AND MANAGEMENT

The bidder must provide information on the ability to meet Documentation, Recording and Retention Requirements in response to this Request for Proposal.

1. Documentation, Recording and Retention Requirements

- a) At a minimum, the contractor shall have a scanner, fax machine, a computer that is compatible with Microsoft Excel, and internet to sufficiently accept, record, and transfer Manifests and/or BOLs by email or electronic data exchange from DHHS. DHHS uses Excel files currently and may convert to CSV files during the term of the contract. Contractor agrees to accommodate either file format or other widely used file format as designated by DHHS.
- b) The contractor shall establish and maintain complete and accurate inventory records pertaining to the receipt, storage, and delivery of foods for DHHS. Contractor agrees to record and track lot numbers, and pertinent dates such as: use by, pack, best by, sell by or expiration for all items received. The contractor shall retain such records for a period of five (5) years from the close of the State's fiscal year to which they pertain or longer, if required to resolve claims, action, recalls, or audit findings.
- c) The contractor shall submit copies of signed delivery receipts in alphabetical order by recipient agency name in PDF format to DHHS within five (5) calendar days following the last working day of the month for which the delivery receipts pertain. The PDF copies may be delivered on a CD-R or other digital media storage device approved by DHHS. Contractor shall submit a complete inventory list of USDA Food items in Excel or other common EDI format to DHHS within five (5) calendar days following the last working day of the month. At a minimum the Excel (or other approved format) inventory report will include the USDA item or processor item code, item description as defined by DHHS, balance on hand on the first of the month, number of cases issued, number of cases adjusted, and final balance on hand at the end of the month. Any shortages or damages shall be logged and reported to DHHS monthly.
- d) The contractor shall either (1) visually take and post to a master sheet, two times per day, the room temperatures for freezer, cooler, and dry storage, or (2) maintain an accurate continuous recording temperature chart for freezer, cooler, and dry storage. The contractor shall keep the master sheets or charts on file.
- e) The contractor shall understand and agree that all records, documents, equipment, inventory and facilities shall be available for inspection and review by representatives of the State of Nebraska, recipient agencies, Comptroller General of the United States, the USDA, DHHS, and the State Auditor's office or any of their duly authorized representatives at any reasonable time and place.

2. Annual Physical Inventory

- a) The contractor shall conduct an annual physical inventory of USDA Foods in June of every year with DHHS personnel.
- 1) The physical inventory shall be reconciled with the contractor's book inventory.
 - 2) Reconciliation records shall be maintained by DHHS.
 - 3) Food items that have been lost, stolen, damaged, disposed of, or found to be out of condition shall be identified and recorded.
 - 4) The contractor shall reconcile overage and shortage discrepancies between physical inventory and book inventory, if such exist. The contractor shall determine the value of any irreconcilable overages and shortages by computing the value of such shortages and overages based on the value established by state and federal officials.
 - 5) The contractor shall be liable for: (1) all losses of, damages to, or improper distribution of foods which occurs as a result of the contractor's fault or negligence, and (2) all inventory shortages for items in the care, custody, and control of the contractor that cannot be properly accounted for.
 - 6) The contractor shall agree and understand that if the value of overages exceeds the value of shortages, no settlement is required.
 - 7) The contractor shall adjust inventory records after settlement to correspond with physical inventory.
 - 8) If requested by DHHS, the contractor shall conduct additional physical inventories of food items to reconcile discrepancies.
 - 9) Acknowledge and agree that FNS Instruction 410-1 rev. 2 or any succeeding or revised document shall be followed in the event of a loss of USDA Food. The instruction is posted here:

<http://www.fns.usda.gov/sites/default/files/FNS-410.pdf>

V. PROPOSAL INSTRUCTIONS

This section documents the mandatory requirements that must be met by bidders in preparing the Technical and Cost Proposal. Bidders should identify the subdivisions of "Project Description and Scope of Work" clearly in their proposals; failure to do so may result in disqualification. Failure to respond to a specific requirement may be the basis for elimination from consideration during the State's comparative evaluation.

Proposals are due by the date and time shown in the Schedule of Events. Content requirements for the Technical and Cost Proposal are presented separately in the following subdivisions:

A. TECHNICAL PROPOSAL SUBMISSION

The Technical Proposal shall consist of three (3) sections:

1. SIGNED in ink "State of Nebraska Request For Proposal For Contractual Services" form;
2. Corporate Overview; and
3. Technical Approach.

a) REQUEST FOR PROPOSAL FORM

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 stated in this Request for Proposal unless otherwise agreed to and certifies bidder maintains a drug free work place environment.

The Request For Proposal For Contractual Services form must be signed in ink and returned by the stated date and time in order to be considered for an award.

b) CORPORATE OVERVIEW

The Corporate Overview section of the Technical Proposal must consist of the following subdivisions:

a. BIDDER IDENTIFICATION AND INFORMATION

The bidder must provide the full company or corporate name, address of the company's headquarters, entity organization (corporation, partnership, proprietorship), state in which the bidder is incorporated or otherwise organized to do business, year in which the bidder first organized to do business, whether the name and form of organization has changed since first organized, and Federal Employer Identification Number and/or Social Security Number.

b. FINANCIAL STATEMENTS

The bidder must provide financial statements applicable to the firm. If publicly held, the bidder must provide a copy of the corporation's most recent audited financial reports and statements, and the name, address and telephone number of the fiscally responsible representative of the bidder's financial or banking organization.

If the bidder is not a publicly held corporation, either the reports and statements required of a publicly held corporation, or a description of the organization, including size, longevity, client base, areas of specialization and expertise, and any other pertinent information must be submitted in such a manner that proposal evaluators may reasonably formulate a determination about the stability and financial strength of the organization. Additionally, a non-publicly held firm must provide a banking reference.

The bidder must disclose any and all judgments, pending or expected litigation, or other real or potential financial reversals, which might materially affect the viability or stability of the organization, or state that no such condition is known to exist.

c. CHANGE OF OWNERSHIP

If any change in ownership or control of the company is anticipated during the twelve (12) months following the proposal due date, the bidder must describe the circumstances of such change and indicate when the change will likely occur. Any change of ownership to an awarded vendor(s) will require notification to the State.

d. OFFICE LOCATION

The bidder's office location responsible for performance pursuant to an award of a contract with the State of Nebraska must be identified.

e. RELATIONSHIPS WITH THE STATE

The bidder shall describe any dealings with the State over the previous five (5) years. If the organization, its predecessor, or any party named in the bidder's proposal response has contracted with the State, the bidder shall identify the contract number(s) and/or any other information available to identify such contract(s). If no such contracts exist, so declare.

f. BIDDER'S EMPLOYEE RELATIONS TO STATE

If any party named in the bidder's proposal response is or was an employee of the State within the past twelve (12) months, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare.

If any employee of any agency of the State of Nebraska is employed by the bidder or is a subcontractor to the bidder, as of the due date for proposal submission, identify all such persons by name, position held with the bidder, and position held with the State (including job title and agency). Describe the responsibilities of such persons within the proposing organization. If, after review of this information by the State, it is determined that a conflict of interest exists or may exist, the bidder may be disqualified from further consideration in this proposal. If no such relationship exists, so declare.

g. CONTRACT PERFORMANCE

If the bidder or any proposed subcontractor has had a contract terminated for default during the past five (5) years, all such instances must be described as required below. Termination for default is defined as a notice to stop performance delivery due to the bidder's non-performance or poor performance, and the issue was either not litigated due to inaction on the part of the bidder or litigated and such litigation determined the bidder to be in default.

It is mandatory that the bidder submit full details of all termination for default experienced during the past five (5) years, including the other party's name, address and telephone number. The response to this section must present the bidder's position on the matter. The State will evaluate the facts and will score the bidder's proposal accordingly. If no such termination for default has been experienced by the bidder in the past five (5) years, so declare.

If at any time during the past five (5) years, the bidder has had a contract terminated for convenience, non-performance, non-allocation of funds, or any other reason, describe fully all circumstances surrounding such termination, including the name and address of the other contracting party.

h. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

The bidder shall provide a summary matrix listing the bidder's previous projects similar to this Request for Proposal in size, scope and complexity. The State will use no more than three (3) narrative project descriptions submitted by the bidder during its evaluation of the proposal.

The bidder must address the following:

- i. Bidder must provide narrative descriptions to highlight the similarities between their experience and this Request for Proposal. These descriptions must include:
 - a) The time period of the project;
 - b) The scheduled and actual completion dates;
 - c) The contractor's responsibilities;
 - d) For reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number and e-mail address); and
 - e) Each project description shall identify whether the work was performed as the prime contractor or as a subcontractor. If a bidder performed as the prime contractor, the description must provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.
- ii. Contractor and subcontractor(s) experience must be listed separately. Narrative descriptions submitted for subcontractors must be specifically identified as subcontractor projects.
- iii. If the work was performed as a subcontractor, the narrative description shall identify the same information as requested for the contractors above. In addition, subcontractors shall identify what share of contract costs, project responsibilities, and time period were performed as a subcontractor.

i. SUMMARY OF BIDDER'S PROPOSED PERSONNEL/MANAGEMENT APPROACH

The bidder must present a detailed description of its proposed approach to the management of the project.

The bidder must identify the specific professionals who will work on the State's project if their company is awarded the contract resulting from this Request for Proposal. The names and titles of the team proposed for assignment to the State project shall be identified in full, with a description of the team leadership, interface and support functions, and reporting relationships. The primary work assigned to each person should also be identified.

The bidder shall provide resumes for all personnel proposed by the bidder to work on the project. The State will consider the resumes as a key indicator of the bidder's understanding of the skill mixes required to carry out the requirements of the Request for Proposal in addition to assessing the experience of specific individuals.

Resumes must not be longer than three (3) pages. Resumes shall include, at a minimum, academic background and degrees, professional certifications, understanding of the process, and at least three (3) references (name, address, and telephone number) who can attest to the competence and skill level of the individual. Any changes in proposed personnel shall only be implemented after written approval from the State.

j. SUBCONTRACTORS

If the bidder intends to subcontract any part of its performance hereunder, the bidder must provide:

- i.** Name, address and telephone number of the subcontractor(s);
- ii.** Specific tasks for each subcontractor(s);
- iii.** Percentage of performance hours intended for each subcontract; and
- iv.** Total percentage of subcontractor(s) performance hours.

c) TECHNICAL APPROACH

The technical approach section of the Technical Proposal must consist of the following subsections:

- a. Contractor's ability to meet warehouse and food storage requirements
- b. Contractor's ability to meet delivery requirements
- c. Description of physical assets (facilities and equipment) used to perform requirements of the contract
- d. Contractor's ability to meet documentation, recording and retention requirements.

B. COST PROPOSAL REQUIREMENTS

This section describes the requirements to be addressed by bidders in preparing the Cost Proposal. The bidder must submit the Cost Proposal in a section of the proposal that is a separate section or is packaged separately as specified in the RFP from the Technical Proposal section. The Cost proposal shall consist of Form A, Pricing Sheet and Form B, Minimum Order Sheet.

1. PRICES

Prices quoted shall be net, including transportation and delivery charges fully prepaid by the bidder, F.O.B. recipient agency drop point. No additional charges will be allowed for packing, packages, or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern.

2. MINIMUM ORDER QUANTITY

The bidder must indicate if any number of cases will be required of the recipient agency to order to obtain delivery service by completing Form B and returning with the RFP response within the Cost Proposal.

C. PAYMENT SCHEDULE

The payment schedule for the project is tied to specific dates and deliverables. Invoices will be submitted by the contractor to the recipient agency based on the completion and acceptance of related deliverables. No invoice will be approved unless the associated deliverables have been accepted and approved by the recipient agency.

- a. DHHS may instruct the contractor to deliver a refused shipment to another recipient agency in the balance of the route. The contractor shall deliver the shipment to the alternate recipient agency and shall invoice the alternate recipient agency.
- b. If a refused shipment cannot be delivered to another recipient agency in the balance of the route, the contractor shall return the food to the contractor's warehousing facility, return the items into inventory, and notify DHHS of the inventory adjustment. The contractor shall be paid by the recipient agency in accordance with the firm, fixed price per case for the attempted delivery.

Form A

Pricing Sheet

Request for Proposal Number 73135 O3

Flat Rate Price – Warehouse and Delivery	
Quantity of cases per recipient agency per month as indicated on the monthly Manifest or other delivery instruction provided by DHHS	Warehouse and delivery fee per case (Enter one price for both services combined)
Quantity of 1 case or more	\$_____ per case delivered

Flat Rate Price – Warehouse Pick-up	
Quantity of cases which will be picked up per month at contractor's warehouse by recipient agency	Warehouse pick-up fee per case.
Quantity of 1 case or more	\$_____ per case picked up

Form B

Minimum Order Sheet

Request for Proposal Number 73135 O3

Minimum quantity of cases of USDA Foods per recipient agency per month required to receive a delivery, if any. No more than ten (10) cases can be required.

_____ **Cases**

Form C

Bidder Contact Sheet

Request for Proposal Number 73135 O3

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

SY13 Historical Deliveries to NSLP Recipients

Name	City	Cases
St. Ludger School	Creighton	10
Esu#11/New View School	Oxford	9
Mark Of Honor Youth Lodge	Macy	10
Youth Service Center-Lancaster Co.	Lincoln	10
Villa Marie School	Waverly	18
Child Guidance Center Rtp	Lincoln	27
Ne Center For Visually Impaired	Nebraska City	24
Our Redeemer Lutheran School	North Platte	22
Dawson County Law Enforcement	Lexington	36
Grace Children's Home, Inc.	Henderson	39
Loup County Public School	Taylor	47
St. Augustine Indian Mission	Winnebago	46
St. Mary's/Osmond	Osmond	45
Leigh High School	Leigh	49
Amherst Public School	Amherst	53
Hampton Lutheran School	Hampton	46
Community Action Partnership Of Western	Scottsbluff	37
Jackson Public School	Jackson	59
Messiah Lutheran School	Lincoln	68
Zion Lutheran School2	Hastings	59
Hastings Hjcdp	Hastings	60
Cedars Home Emergency Shelter	Lincoln	92
Creek Valley/Lodgepole	Lodgepole	47
Exeter-Milligan/Milligan	Milligan	66
Leigh Elementary School	Leigh	71
Dundy County /Benkelman	Benkelman	57
St. Leonard School	Madison	70
Christ Lutheran School Juniata	Juniata	74
Nova Therapeutic Community	Omaha	73
Fillmore Co./Geneva	Geneva	68
Rising City Public Schools	Rising City	73
Sarpy County Juvenile Justice Center	Papillion	74
Deshler Lutheran School	Deshler	76
West Boyd School/Butte	Butte	79
St. Michael School-Lincoln	Lincoln	114
Faith Lutheran School	Lincoln	112
Greeley/Wolbach-Greeley	Greeley	88
Pawnee City Public Schools	Pawnee City	78
Silver Lake Public School	Roseland	91
Cody-Kilgore Unified School	Cody	139
Zion Lutheran School3	Kearney	91
Bruning-Davenport/Davenport	Davenport	52
Wilcox-Hildreth/Hildreth	Hildreth	94
Arcadia Public Schools	Arcadia	112
St. James School	Crete	104
Elba Public School	Elba	96
St. Paul Lutheran School	Utica	91
Spalding Academy	Spalding	100
Wheeler Central Public Schools	Bartlett	99

Leyton Ps/Dalton	Dalton	81
Harvard Public School	Harvard	108
Lynch Public School	Lynch	120
St. Stephen The Martyr	Omaha	130
St. Mary's School2	Lincoln	148
East Catholic Elementary	Fordyce	120
Norfolk Catholic Schools	Norfolk	128
Keya Paha Co. High School	Springview	111
North Loup Scotia Schools	Scotia	125
Trinity Lutheran School	Grand Island	124
Cedar Rapids Public School	Cedar Rapids	115
Pope John/St. Boniface School	Elgin	133
Shickley Public School	Shickley	128
St. Joseph School2	York	128
David City-Bellwood/Bellwood	Bellwood	128
St. Patrick School	Lincoln	153
Epworth Village, Inc.	York	135
St. Bernard School	Omaha	142
Creek Valley/Chappel	Chappell	95
Nebraska Lutheran Schools	Waco	128
Coleridge Public School	Coleridge	135
Emmanuel Lutheran School	York	142
Holy Family School	Lindsay	134
Holy Ghost School	Omaha	133
St. Michael's School	Albion	135
All Saints Catholic School East	Omaha	160
Santee Public School	Niobrara	138
Spalding Public Schools	Spalding	134
Bruning-Davenport/Bruning	Bruning	90
St. John Lutheran School	Seward	156
Lincoln Lutheran Jr/Sr High	Lincoln	157
Wilcox-Hildreth/Wilcox	Wilcox	149
Dodge Public Schools	Dodge	151
St. Peter & Paul School	Omaha	152
North Loup Scotia/North Loup	North Loup	151
Chambers Public School Dist. #0137	Chambers	157
Holy Name School	Omaha	160
S Central Unified/Nelson	Nelson	156
S Central Ne Unified/Lawrence	Lawrence	167
Ne Department Of Correctional Services	Omaha	135
Arnold Public School	Arnold	155
Sandhill Public School	Dunning	156
St. Anthony School	Columbus	156
Sacred Heart School	Lincoln	205
Mccool Junction Public School	Mccool Junction	170
Giltner Public School	Giltner	161
Juniata Elementary School	Juniata	160
Newcastle Public School	Newcastle	166
Ne Unified #1/Clearwater	Clearwater	167
Blessed Sacrament School	Lincoln	215
Meridian Public School	Daykin	242
Callaway Public School	Callaway	171
St. Edward Public School	St. Edward	170
Greeley/Wolbach-Wolbach	Wolbach	151
Hitchcock Co Ps/Trenton	Trenton	123
Sumner-Eddyville-Miller School	Sumner	170
St. Agnes Academy	Alliance	121

Wynot Public School	Wynot	190
Dorchester Public Schools	Dorchester	191
S Central Ne Unified/Clay Center	Clay Center	181
Cedars Northbridge Child Dev Center	Lincoln	235
Exeter-Milligan/Exeter	Exeter	186
Theford Rural High School	Theford	133
Cross County/Stromsburg	Stromsburg	206
Silver Lake Elementary	Bladen	170
West Boyd School/ Spencer	Spencer	184
Rock County High School	Bassett	186
Assumption School	Omaha	235
Cathedral Of Risen Christ	Lincoln	247
Hyannis High School/Dist. 11	Hyannis	143
Centennial Public School	Utica	193
St. Teresa School	Lincoln	232
Trinity Lutheran School 1	Fremont	195
Heartland Community School	Henderson	190
Scribner-Snyder Community Schools	Scribner	191
High Plains Comm Sch/ Polk	Polk	200
Loomis Public School	Loomis	203
Gordon-Rushville/ Rushville	Rushville	142
Archbishop Bergan Elementary	Fremont	207
Bayard Public Schools	Bayard	146
St. Margaret Mary's School	Omaha	202
Niobrara Public School	Niobrara	208
Humboldt/Table Rock/Table Rock	Table Rock	153
St. John The Baptist School	Plattsmouth	189
Stuart Public School	Stuart	213
Youth Rehab & Treatment Geneva	Geneva	217
Hay Springs Public School	Hay Springs	145
Laurel Public School	Laurel	215
Newman Grove Public School	Newman Grove	213
Ne Unified #1/Orchard	Orchard	213
Ewing Public School	Ewing	215
Hampton Public School	Hampton	222
Our Lady Of Lourdes School	Omaha	207
Litchfield Public Schools	Litchfield	221
Conestoga Jr. Sr. High School	Murray	228
Crawford Public School	Crawford	148
St. Francis School	Humphrey	222
Ansley Public Schools	Ansley	213
St. Philip Neri School	Omaha	223
Fillmore Co./Fairmont	Fairmont	207
Archbisop Bergan Jr/Sr High School	Fremont	220
Anselmo-Merna Public School	Merna	209
Cambridge Public Schools	Cambridge	254
Ne Unified #1/Verdigre	Verdigree	242
Banner County School	Harrisburg	168
Lyons-Decatur Northeast School	Lyons	231
Hayes Center Public School	Hayes Center	170
Howells Public Schools	Howells	221
St. Patrick's School	Mccook	173
Sargent Public School	Sargent	223
Wauneta Palisade Schools	Wauneta	164
Brady Public School	Brady	162
Wallace Public School	Wallace	166
Clarkson Public Schools	Clarkson	253

Hitchcock Co Ps/Culbertson	Culbertson	164
Palmyra Ps/Bennet	Bennet	232
Johnson Co / Cook	Cook	194
Mullen Public School	Mullen	186
Palmer Public School	Palmer	274
Sterling Public School	Sterling	200
Conestoga Elementary Sch	Murray	276
St. John's	Lincoln	308
Maywood Public School	Maywood	181
Lewiston Consolidated Schools	Lewiston	239
Elgin Public School	Elgin	251
Hartington Public Schools	Hartington	250
Diller-Odell/Odell	Odell	337
St. Mary's David City	David City	275
Osmond Community School	Osmond	263
Leyton Ps/Gurley	Gurley	194
St. Mary's School	O'neill	293
Red Cloud Community Schools	Red Cloud	282
Twin River/Silver Creek	Silver Creek	282
Wausa Public School	Wausa	283
St. Robert Bellarmine School	Omaha	264
Eustis-Farnam Ps/Eustis	Eustis	289
Pleasanton Public School	Pleasanton	273
South Platte Public Schools	Big Springs	190
Pender Public School	Pender	296
Randolph Public Schools	Randolph	274
Paxton Consolidated Schools	Paxton	203
Madison Elementary Sch	Madison	283
Axtell Community School	Axtell	308
Bloomfield Public Schools	Bloomfield	294
Deshler Public School	Deshler	277
Allen Consolidated Schools	Allen	302
Bertrand Community School	Bertrand	272
St. Thomas More School	Omaha	301
Madison High School	Madison	312
Shelton Public School	Shelton	307
Mead Public Schools	Mead	311
St. Joseph School1	Lincoln	448
St. Isidore Grade School	Columbus	296
West Point Central Catholic	West Point	313
Friend Public School	Friend	307
West Holt High School	Atkinson	272
Twin River/Genoa	Genoa	317
St. Gerald School	Ralston	301
Falls City Sacred Heart	Falls City	307
Fullerton Public School	Fullerton	330
Palmyra Ps/Palmyra	Palmyra	295
Maxwell Public School	Maxwell	243
Emerson Hubbard Community Schools	Emerson	345
Aquinas Middle/High School	David City	335
Alma Public School	Alma	343
Elm Creek Public School	Elm Creek	314
Kearney Catholic High School	Kearney	328
Mary Our Queen	Omaha	342
Kenesaw Public School	Kenesaw	340
Winside Public School	Winside	327
Winnebago Public School	Winnebago	344

Cedar Bluffs Public School	Cedar Bluffs	347
Walthill Public School	Walthill	354
Potter-Dix Public Schools	Potter	273
Weeping Water Public School	Weeping Water	339
Lourdes Sch/St Mary Church	Nebraska City	330
St. Bernadette School	Bellevue	374
Elwood Public School	Elwood	325
Stapleton Public School	Stapleton	249
Lake Minatare School	Minatare	229
Crofton Community School	Crofton	291
Humphrey Public School	Humphrey	341
Bancroft-Rosalie Community School	Bancroft	349
Osceola Public School	Osceola	365
Thayer Central	Hebron	451
Tri County Public School	Dewitt	452
Freeman Public School	Adams	327
Johnson-Brock Public Schools	Johnson	301
Christ Lutheran School Norfolk	Norfolk	343
Medicine Valley Public Schools	Curtis	289
Hastings Catholic Schools	Hastings	365
Humboldt/Table Rock/Humboldt	Humboldt	272
Pius X School	Lincoln	492
Homer Community School	Homer	399
Ainsworth Community Schools	Ainsworth	344
Ravenna Public School	Ravenna	413
St. Peter's School	Lincoln	503
Elkhorn Valley Schools	Tilden	440
Burwell Jr/Sr High School	Burwell	419
Blue Hill Public School	Blue Hill	402
Loup City Public School	Loup City	405
Yutan Public Schools	Yutan	396
Hastings Middle School	Hastings	378
Wakefield Community School	Wakefield	438
Stanton Community Schools	Stanton	446
Plainview Public School	Plainview	463
Bennington Elementary	Bennington	415
Ord Public School	Ord	411
Arapahoe Public School	Arapahoe	436
Holy Trinity School	Hartington	427
Franklin Public Schools	Franklin	426
Umo Ho Nation Public School Macy	Macy	450
Shelby Public School	Shelby	434
Tekamah-Herman Schools	Tekamah	433
Superior Public School	Superior	432
St. Patrick's School Elkhorn	Elkhorn	437
Doniphan Trumbull Public School	Doniphan	421
S Central Unified/Sandy Creek	Fairfield	451
Minatare Public Schools	Minatare	316
Garden County High School	Oshkosh	352
Lakeview Community Schools	Columbus	443
Creighton Community Public School	Creighton	451
St. James Seton School	Omaha	448
Perkins County	Grant	381
North American Martyrs School	Lincoln	671
Elmwood-Murdock Public School	Murdock	476
Battle Creek Public School	Battle Creek	566
Bridgeport Public School	Bridgeport	371

Dundy County/Stratton	Stratton	267
Ponca Public School	Ponca	487
Southern Public Schools	Wymore	490
Overton Public School	Overton	479
Chase County Schools	Imperial	366
East Butler Public School	Brainard	490
Wilber-Clatonia Public Schools	Wilber	509
Sutton Public Schools	Sutton	496
Centura Public School	Cairo	505
Malcolm Public School	Malcolm	501
Wood River Rural School	Wood River	541
Oakland-Craig Public Schools	Oakland	504
Gordon-Rushville/Gordon	Gordon	369
Dc West / Valley	Valley	522
Hastings High School	Hastings	478
Southern Valley School	Oxford	510
Johnson Co / Tecumseh	Tecumseh	471
Sutherland Public School	Sutherland	387
Sw Consolidated/ Bartley	Bartley	395
Logan View Jr/Sr High School	Hooper	569
Minden Public School	Minden	557
Bennington Pine Creek Elem	Bennington	527
Fairbury Public Schools	Fairbury	939
Morrill Public Schools	Morrill	435
Chadron Public Schools	Chadron	458
North Platte Catholic Schools	North Platte	432
Fort Calhoun Community Schools	Fort Calhoun	655
Wisner-Pilger School	Wisner	599
O'neill Public School	O'neill	545
Valentine Elementary/Middle Sch	Valentine	389
Bennington Public School	Bennington	621
South Sarpy School Dist. 46	Springfield	620
Louisville Public School	Louisville	679
North Bend Central High School	North Bend	653
Kimball Public Schools	Kimball	422
Nebraska City Public Schools	Nebraska City	668
Alliance Public Schools	Alliance	471
Broken Bow Public School	Broken Bow	595
Neligh-Oakdale Public School	Neligh	690
West Kearney High/Kearney Yrtc	Kearney	663
Hemingford Public School	Hemingford	495
Boone Central/Albion	Albion	677
Pierce Public Schools	Pierce	673
St. Vincent Depaul	Omaha	709
Schuyler Middle School	Schuyler	693
Hershey Public School	Hershey	524
Gibbon Public Schools	Gibbon	684
Milford Public Schools	Milford	761
Bishop Neumann High School	Wahoo	742
St. Pius X/St. Leo School	Omaha	725
Ogallala Public Schools	Ogallala	471
Adams Central Jr/Sr High	Hastings	794
Arlington Public School	Arlington	758
Auburn Public Schools	Auburn	657
St. Wenceslaus School	Omaha	832
Raymond Central Public School	Raymond	829
Scotus Central Secondary School	Columbus	779

David City-Bellwood/David City	David City	807
West Point Public Schools	West Point	806
Syracuse-Dunbar-Avoca Schools	Syracuse	906
St. Paul Public School	St. Paul	908
Ashland-Greenwood Public Schools	Ashland	912
Schuyler Central High School	Schuyler	884
Holdrege Public School	Holdrege	883
Wayne Public Schools	Wayne	916
Central City Public Schools	Central City	928
Mitchell Public Schools	Mitchell	742
Gothenburg Public Schools	Gothenburg	1019
York Public Schools	York	1005
Norris School Dist. 160	Firth	1195
Falls City Public School	Falls City	1152
Sidney Public Schools	Sidney	828
Aurora Public Schools	Aurora	1265
Beatrice Public Schools	Beatrice	2264
Wahoo Public Schools	Wahoo	1358
Cozad City Schools	Cozad	1464
Hastings Watson Elem.	Hastings	1246
Seward Public School	Seward	1533
Waverly High School	Waverly	1704
Plattsmouth Community Schools	Plattsmouth	1637
Northwest High School	Grand Island	1757
Gering Public Schools	Gering	1268
Crete Public School	Crete	1792
Blair Community Schools	Blair	1988
Lexington Public Schools	Lexington	2166
South Sioux City Community School	So. Sioux City	2663
Norfolk Public School	Norfolk	3194
Gretna Public Schools	Gretna	3462
Scottsbluff Public School	Scottsbluff	2338
Columbus Public Schools	Columbus	4473
Elkhorn Public Schools Dist. 10	Elkhorn	4887
Fremont Public School	Fremont	4976
Grand Island Public Schools	Grand Island	6810
Kearney Public Schools	Kearney	5632

Attachment B

SY13 Historical Deliveries to CACFP Recipients

Name	City	Cases
Lil Indians Day Care	Macy	7
Tabitha Intergeneration Center	Lincoln	24
Tiny Treasures	Omaha	19
Happy Hearts	Plattsmouth	24
Sparkle Haven Child Care	Fremont	22
Kids World Day Care	Plattsmouth	27
Kids Ark Learning Center	Omaha	27
Little Sprouts Childcare	Geneva	42
Sunny Days Daycare Center	Beatrice	52
All Belong To Christ D	Cairo	31
Zion Community Day Care	Leigh	37
The Peaceful Place Inc.	South Sioux City	37
Ladybug Crossing	North Platte	23
Mccook Cc-Child Developme	Mccook	27
King's Kids Academy	Omaha	40
Dodge County Project Head Start	Fremont	39
Only Quality Kids	Bellevue	46
Wise Kids, Inc.	Omaha	45
Valley Kids Club, Inc	Valley	47
Busy Feet	Lincoln	52
Carousel Daycare & Preschool	Lincoln	65
Precious Angel Daycare Center	Broken Bow	45
Wee Care Day Care	Beatrice	81
Country Care Child Care Center	Waterloo	49
Merrick County Child Care Inc	Central City	62
Building Blocks Child Care/Preschool	Gothenburg	56
Head Start – Grand Island	Grand Island	59
Kidz Of The Future	Omaha	56
Gold Crest Child Day Care	Adams	54
Little Folks Child Care	Mccook	42
Zac's Place	Lincoln	75
Tender Loving Tots	Omaha	57
Salem Children's Center	Omaha	64
Kids Imagination Station	Lincoln	98
Jack & Jill Daycare (Site #1)	North Platte	56
Golden Child Development Ctr	Mitchell	55
Redeemer Child Development Cntr.	Hooper	65
Maddie's Mine, Inc.	Lincoln	85
Christ Academy	Lincoln	82
Volunteers Of Amercia	Lewellen	62
Kids Count 2 Childcare/Preschool	Omaha	77
Panhandle Day Care Center	Scottsbluff	59
Little Tots Daycare Center	O'neill	73
Little Hearts Development Center	Omaha	77

Helping Hands Child Care	Norfolk	79
The Learning Tree	Gering	60
Rainbow Center	Columbus	86
Chosen One Child Development Cntr.	Omaha	78
Little Lamb Preschool	North Platte	58
Bethany Daycare	Lincoln	94
Sherry's House	Norfolk	90
Lifechangers Academy li	Omaha	95
Crayon Castle Child Care	Omaha	101
Kdl Child Care Center	Grand Island	94
Pumpkin Patch Child Care	Kearney	100
Loving Hands Daycare	Plattsmouth	101
Kiddie Kampus Day Care	Omaha	105
Joyful Noise @ Gering Zion	Gering	76
Merry Manor Day Care	Lincoln	126
Nared's Peewee Palace	Omaha	87
First Baptist Church Day Care	Fremont	128
First Step Learning Center	Nebraska City	101
Kidtopia Childcare Inc	Kearney	105
Donnas Little Darlings	Omaha	118
Child Saving Institute	Omaha	124
St. Mark's Kidzone	Lincoln	177
Building Blocks Learning Ctr.	Lincoln	159
Tender Heart Daycare	Hastings	131
Goodwill Day Services	Grand Island	138
Wesley Center	Norfolk	155
Little Hearts Care Center	Omaha	152
Kidzkare Llc	Grand Island	178
Plattsmouth Early Childhood Center	Plattsmouth	159
Little Blossoms Child Care	Blair	154
Mosaic	Grand Island	176
Jodis Childcare	Norfolk	158
Fremont Family Ymca	Fremont	155
Kindersivity Child Care Center	Fremont	172
Trinity Lutheran Child Care	Fremont	187
St. Pauls Christian Childcare Center	Grand Island	184
Lifechangers Academy	Omaha	208
North Platte Community Day Care	North Platte	150
Creative Corner Inc.	Grand Island	170
Cathedral Daycare/St. Mary's Cathedral	Grand Island	224
St. Paul Child Care	Omaha	216
Pilgrim Luth Child Care	Bellevue	258
Sonshine World-New Life Assembly	Kearney	239
Achievers Academy	Omaha	234
Trinity Infant Child Care	Lincoln	341
Head Start – Hastings	Hastings	296
Community Alliance Rehab	Omaha	315

Attachment C

SY13 Historical Deliveries to SFSP Recipients

Name	City	Cases
York Public School Sfsp	York	2
Hay Springs Public Schools Sfsp	Hay Springs	2
Madison High School Sfsp	Madison	2
Fairbury Sfsp	Fairbury	6
Stanton Public School Sfsp	Stanton	3
Winnebago Tribe Of Ne Sfsp	Winnebago	7
Hastings Public School Sfsp	Hastings	6
Gibbon Public School Sfsp	Gibbon	8
Gordon-Rushville Sfsp	Rushville	8
Falls City Area Ministerial Association	Falls City	10
Garden County Hs Sfsp	Oshkosh	9
Santee Public School Sfsp	Niobrara	12
Harvard Sfsp	Harvard	13
Johnson Co Central Ps Sfsp	Tecumseh	16
Overton Sfsp	Overton	32
Minatare Public School Sfsp	Minatare	34
Sidney Public School Sfsp	Sidney	30
Holy Name Sfsp	Omaha	54
South Sioux Community Sch Sfsp	So. Sioux City	53
Fremont Ps Sfsp	Fremont	60
Mitchell Public School Sfsp	Mitchell	117
Scottsbluff School Sfsp	Scottsbluff	126
Kearney Public School Sfsp	Kearney	224
Salem Children's Center Sfsp	Omaha	354

Attachment E

SY13 Detailed Usage History by Item*

Commodity	Case Size	Schools			Child Care			SSFP		
		Cases	Gross Wt.	Value	Cases	Gross Wt.	Value	Cases	Gross Wt.	Value
*BEEF, SALISBURY PATTIE	C 170 PATTIE	0	0.00	0.00	14	462.00	811.44	0	0.00	0.00
*BEEF, TERIYAKI BLASTERS	C 97 SERV	20	400.00	823.60	3	60.00	123.54	0	0.00	0.00
*BEEF, TERIYAKI BLASTERS	C 98 SER	0	0.00	0.00	8	160.00	200.32	0	0.00	0.00
*PORK, BREADED PATTY	C 130 SER	50	1700.00	672.62	13	442.00	199.83	0	0.00	0.00
*PORK, SAUSAGE PATTY	C 250 SER	0	0.00	0.00	6	120.00	135.36	0	0.00	0.00
APPLE, SLICE, UNSWT, CAN	C 6/#10 CAN	1574	70830.00	39523.14	196	8820.00	4921.56	39	1755.00	979.29
APPLE, SLICE, UNSWT, FRZ	C 30 LB CTN	1154	36928.00	15402.02	15	480.00	200.25	11	352.00	136.18
APPLESAUCE, UNSWT, CAN	C 6/#10 CAN	5302	246543.00	95064.86	84	3906.00	1506.12	0	0.00	0.00
APPLESAUCE, UNSWT, CAN	C 6/10	4024	182884.16	134240.64	242	10901.28	8073.12	0	0.00	0.00
APRICOTS, CUP, FRZ	C 96/4.5 OZ	769	21070.60	24292.71	11	301.40	347.49	0	0.00	0.00
APRICOTS, CUP, FRZ	C 96/4.5OZ	3414	98717.34	113562.54	29	794.60	916.11	0	0.00	0.00
APRICOTS, DCD, EXLTSY, CA	C 6/#10 CAN	2	92.00	43.58	0	0.00	0.00	0	0.00	0.00
APRICOTS, DICE, PEEL, SY	C 6/10 CAN	661	27431.50	17833.78	55	2282.50	1483.90	22	913.00	593.56
APRICOTS, HLVS, SYR, CAN	C 6/10	1153	49585.85	32805.91	136	5644.00	3661.12	28	1288.28	882.28
BEANS, GREEN, FRZ	C 30 LB CTN	668	21376.00	12191.00	34	1088.00	620.50	0	0.00	0.00
BEANS, GREEN, FRZ	C 30LB	3566	113697.20	63399.22	0	0.00	0.00	45	1440.45	795.60
BEANS, GREEN, LS, CAN	C 6/#10 CAN	100	4600.00	1416.00	0	0.00	0.00	0	0.00	0.00
BEANS, GREEN, LS, CAN	C 6/10	6692	301114.32	153061.04	284	11918.40	6001.72	0	0.00	0.00
BEANS, PINTO, LS, CAN	C 6/#10 CAN	251	12048.00	3047.14	9	432.00	109.26	0	0.00	0.00
BEANS, PINTO, LS, CAN	C 6/10	484	23227.16	7627.84	0	0.00	0.00	0	0.00	0.00
BEANS, RED KIDNEY, LS CAN	C 6/#10	34	1632.00	485.18	17	816.00	242.59	0	0.00	0.00
BEANS, RED KIDNEY, LS CAN	C 6/10	215	10317.85	3734.55	0	0.00	0.00	0	0.00	0.00
BEANS, REFRIED, LS, CAN	C 6/#10	608	29670.40	12999.04	22	1069.70	420.70	0	0.00	0.00
BEANS, REFRIED, LS, CAN	C 6/10	518	25278.40	9826.46	0	0.00	0.00	0	0.00	0.00
BEANS, SMALL RED, LS, CAN	B 6/10	1289	61859.11	20520.88	27	1295.73	429.84	0	0.00	0.00
BEANS, SMALL RED, LS, CAN	C 6/#10 CAN	449	21552.00	5751.69	11	528.00	140.91	0	0.00	0.00
BEANS, VEGETARIAN, LS, CA	C 6/#10 CAN	76	3648.00	1396.12	22	1056.00	296.14	0	0.00	0.00
BEANS, VEGETARIAN, LS, CA	C 6/10	4058	188980.30	65420.82	60	2490.00	1085.40	49	2351.51	762.93
BEEF, BREADED STICKS	C 125 SER	107	3531.00	3508.50	0	0.00	0.00	0	0.00	0.00
BEEF, BREADED STICKS	C 125 SERV	1	33.00	21.81	0	0.00	0.00	0	0.00	0.00
BEEF, CHARBROIL PATTY	C 105 PATTY	379	6064.00	12878.42	12	192.00	407.76	0	0.00	0.00
BEEF, CRUMB, COOKED, FRZ	C 4/10 LB	1827	78561.00	184106.79	57	2451.00	5743.89	0	0.00	0.00
BEEF, CRUMB, COOKED, FRZ	C 4/10LB	0	0.00	0.00	16	688.00	1703.68	21	903.00	2236.08
BEEF, FINE GND, LFT, FRZ	C 40 LB	3568	153424.00	320798.88	0	0.00	0.00	0	0.00	0.00
BEEF, FINE GND, LFT, FRZ	C 40LB	425	17425.00	41395.00	4	164.00	389.60	0	0.00	0.00

SY13 Detailed Usage History continued

Commodity	Case Size	Schools			Child Care			SSFP		
		Cases	Gross Wt.	Value	Cases	Gross Wt.	Value	Cases	Gross Wt.	Value
BEEF, FINE GRND, RAW, FRZ	C 40 LB CTN	2654	114122.00	250351.82	22	946.00	2075.26	0	0.00	0.00
BEEF, FINE GRND, RAW, FRZ	C 40LB	18	774.00	1633.50	229	9847.00	20781.75	0	0.00	0.00
BEEF, PATTY, FRZ	C 40 LB	375	15375.00	30667.50	38	1558.00	3107.64	0	0.00	0.00
BEEF, PATTY, FRZ	C 40LB	1205	51815.00	93604.40	0	0.00	0.00	0	0.00	0.00
BEEF, TACO FILLING, RS	C 150 SER	257	8224.00	10256.87	0	0.00	0.00	0	0.00	0.00
BLUEBERRY, CULT, FRZ	C 30LB	1311	41141.96	36306.32	9	279.00	167.76	0	0.00	0.00
CARROTS, SLICED, FRZ	C 30 LB CTN	1014	32448.00	21689.46	36	1152.00	408.54	14	448.00	299.46
CARROTS, SLICED, FRZ	C 30LB	1320	42253.20	27825.60	0	0.00	0.00	0	0.00	0.00
CARROTS, SLICED, FRZ	C 6/#10 CAN	68	3196.00	998.92	10	470.00	146.90	0	0.00	0.00
CARROTS, SLICED, FRZ	C 6/10	512	20224.00	8724.48	172	6794.00	2930.88	0	0.00	0.00
CATFISH, STRIP, BRD, FRZ	B 4/10LB	942	40506.00	155128.56	58	2494.00	9551.44	0	0.00	0.00
CHEESE SAUCE CUPS	C 140 CUPS	199	5970.00	2907.39	3	90.00	43.83	0	0.00	0.00
CHEESE STRING RED FAT	B 360 COUNT	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00
CHEESE, 5 CHS PIZZA	C 72 SERV	1462	39578.50	20277.94	53	1440.50	735.11	0	0.00	0.00
CHEESE, AM/SKM, YEL, SLC	C 6/5# SLC	1657	53024.00	99867.39	117	3744.00	7043.77	0	0.00	0.00
CHEESE, AMER, PAST, LVS	B 6/5LB	133	4257.33	7682.08	29	928.29	1675.04	0	0.00	0.00
CHEESE, AMER, PAST, LVS	C 6/5LB	1122	35448.60	66529.98	35	1085.00	2152.15	0	0.00	0.00
CHEESE, AMER, WHT, SLC	B 6/5LB	301	9635.01	16819.88	12	384.12	670.56	91	2912.91	5085.08
CHEESE, AMER, WHT, SLC	C 6/5LB	444	13764.00	26240.40	18	558.00	1063.80	0	0.00	0.00
CHEESE, AMER, YEL, SLC, L	C 6/5 LB SLC	2795	89440.00	168693.13	59	1888.00	3211.72	0	0.00	0.00
CHEESE, AMER, YEL, SLC, L	C 6/5LB	3956	126631.56	219281.08	25	800.25	1385.75	0	0.00	0.00
CHEESE, CHED STICK	C 168 /1 OZ	12	137.04	233.16	0	0.00	0.00	0	0.00	0.00
CHEESE, CHED STICK	C 168 SERV	1060	12105.20	17150.80	53	605.26	857.54	0	0.00	0.00
CHEESE, CHED, WHT, LVS	B 4/10LB	35	1654.10	2936.50	12	567.12	1006.80	2	94.52	167.80
CHEESE, CHED, WHT, LVS	C 4/10 LB	184	8004.00	16896.72	6	261.00	550.98	0	0.00	0.00
CHEESE, CHED, WHT, SHRD	B 6/5LB	337	10443.63	19569.59	25	774.75	1451.75	14	433.86	812.98
CHEESE, CHED, WHT, SHRD	C 6/5 LB	448	13888.00	28340.48	10	310.00	632.60	0	0.00	0.00
CHEESE, CHED, YEL, LVS	B 4/10LB	293	13847.18	25259.53	16	756.16	1379.36	12	567.12	1034.52
CHEESE, CHED, YEL, LVS	C 4/10LB	26	1228.76	2241.46	7	330.82	603.47	0	0.00	0.00
CHEESE, CHED, YEL, SHRD	C 6/5 LB	1038	32178.00	68684.46	13	403.00	860.21	0	0.00	0.00
CHEESE, CHED, YEL, SHRD	C 6/5LB	691	21414.09	39849.97	81	2510.19	4671.27	0	0.00	0.00
CHEESE, CHEESY BRD IW	C 105 SERV	682	18584.50	10980.20	6	163.50	96.60	16	436.00	257.60
CHEESE, LT MOZZ STCK	C 168 SERV	668	7628.56	10808.24	10	114.20	161.80	0	0.00	0.00
CHEESE, MOZZ STRING STCK	C 168 SERV	952	10871.84	15403.36	46	525.32	744.28	0	0.00	0.00
CHEESE, RS BRD STICK	C 85 SERV	563	14260.79	9373.95	14	354.62	233.10	0	0.00	0.00

SY13 Detailed Usage History continued

Commodity	Case Size	Schools			Child Care			SSFP		
		Cases	Gross Wt.	Value	Cases	Gross Wt.	Value	Cases	Gross Wt.	Value
CHEESE, RS QUESO SAUCE	C 212 SERV	271	11246.50	5636.80	4	166.00	83.20	0	0.00	0.00
CHEESE, RS ULT CHED SAUCE	C 140	315	9607.50	4328.10	0	0.00	0.00	0	0.00	0.00
CHEESE, RS ULT CHED SAUCE	C 212 SERV	379	15728.50	7883.20	17	705.50	353.60	0	0.00	0.00
CHEESE, WG GRDL SDWCH B	C 96 SERV	590	13570.00	8183.30	21	483.00	291.27	15	345.00	208.05
CHEESE, WG GRDL SDWCH IW	C 96 SERV	227	5902.00	4197.23	4	104.00	73.96	0	0.00	0.00
CHEESE, WG GRDL SDWCH IW	C 96 SERV	287	6601.00	2953.23	10	230.00	102.90	0	0.00	0.00
CHEESE, WW GRDL SNDWICH B	C 96 SERV	563	14638.00	10409.87	7	182.00	129.43	10	260.00	184.90
CHEESE,MOZ LITE SHRED FRZ	C 30 LB	182	5824.00	11720.80	38	1216.00	2447.20	0	0.00	0.00
CHEESE,MOZ LITE SHRED FRZ	C 30LB	1	32.01	57.72	0	0.00	0.00	0	0.00	0.00
CHEESE,MOZ LM PART SKIM	C 8/6 LB LVS	168	8400.00	13982.64	15	750.00	1248.45	0	0.00	0.00
CHEESE,MOZ LM PART SKIM	C 8/6LB	542	26606.96	50021.86	7	343.00	649.25	6	294.00	556.50
CHEESE,MOZ LM PT SKIM SHR	C 30 LB BOX	3149	100768.00	200046.66	63	2016.00	4014.36	10	320.00	637.20
CHERRIES DRIED PKG 8/2 LB	B 8/2 LB	341	7502.00	19535.89	14	308.00	802.06	0	0.00	0.00
CHERRIES DRIED PKG 8/2 LB	B 8/2LB	0	0.00	0.00	0	0.00	0.00	39	858.00	2321.67
CHERRIES DRIED PKG 8/2 LB	C 8/2 LB	515	11330.00	29504.35	16	352.00	916.64	0	0.00	0.00
CHERRIES, RED, TART, PIT,	B 6/10	0	0.00	0.00	0	0.00	0.00	203	9132.97	6014.89
CHERRIES, RED, TART, PIT,	C 6/#10 CAN	259	11655.00	7280.49	38	1710.00	1068.18	0	0.00	0.00
CHERRIES, RED, TRT, PT, F	C 30 LB CTN	1188	38016.00	26176.80	21	672.00	390.60	0	0.00	0.00
CHIC, BREAST FILET BREAD	C 110 SERV	4495	139345.00	83337.30	79	2449.00	1464.66	42	1302.00	778.68
CHIC, BREAST PATTY GLZ	C 174 SERV	1572	51876.00	40714.80	48	1584.00	1211.04	19	627.00	492.10
CHIC, BUFFALO TEND GLZD	C 84 SERV	1162	25564.00	13084.12	29	638.00	326.54	16	352.00	180.16
CHIC, DARK FAJITA STRIPS	C 160 SERV	880	27280.00	28969.60	27	837.00	888.84	0	0.00	0.00
CHIC, MADARINE ORANGE	C 142 SERV	960	35040.00	32496.00	21	766.50	710.85	0	0.00	0.00
CHIC, SPICY GINGER GARLI	C 240	154	6776.00	4328.94	8	352.00	224.88	0	0.00	0.00
CHIC, SPICY POPCORN	C 120 SERVI	937	29984.00	16313.17	18	576.00	313.38	0	0.00	0.00
CHICK, 8 PC ROAST, FC, FZ	C 30LB	2317	72172.50	163719.22	9	270.00	635.94	0	0.00	0.00
CHICK, 8 PC ROAST, FC, FZ	C CTN-30 LB	334	10521.00	23767.44	4	126.00	284.64	0	0.00	0.00
CHICK, 8 PC ROASTED, FC	C 92 SERV	658	20727.00	14318.08	5	157.50	108.80	0	0.00	0.00
CHICK, BONED, FC, CAN	C 12/50 OZ	484	21296.00	40912.52	58	2552.00	4902.74	12	528.00	1014.36
CHICK, BR SPICY PATTY	C 156 SERV	953	30019.50	13875.68	9	283.50	131.04	0	0.00	0.00
CHICK, BREADED POPCORN	C 103 SERV	3565	74865.00	31585.90	84	1764.00	744.24	0	0.00	0.00
CHICK, CHUNKS WG BREAD	C 144 SERV	2886	81529.50	27359.28	32	904.00	303.36	30	847.50	284.40
CHICK, DICED FC	C 320 SERV	1380	57270.00	95275.20	54	2241.00	3728.16	0	0.00	0.00
CHICK, DICED, FC FRZ	C 40 LB CTN	1527	64134.00	136788.66	88	2795.10	8081.48	28	1176.00	2508.24
CHICK, FAJITA STRIPS	C 30 LB CTN	474	497.70	27894.90	23	54.60	1359.05	0	0.00	0.00

SY13 Detailed Usage History continued

Commodity	Case Size	Schools			Child Care			SSFP		
		Cases	Gross Wt.	Value	Cases	Gross Wt.	Value	Cases	Gross Wt.	Value
CHICK, FAJITA STRIPS	C 30LB	2529	79039.50	152794.59	51	1581.00	3093.15	0	0.00	0.00
CHICK, GENERAL TSO	C 171 SERV	1114	49016.00	23594.52	14	616.00	296.52	0	0.00	0.00
CHICK, MAND ORANGE	C 142 SERV	758	27667.00	25658.30	16	584.00	541.60	16	584.00	541.60
CHICK, NUGGET, FC	C 158 SERV	3500	110250.00	50295.00	147	4630.50	2112.39	0	0.00	0.00
CHICK, TENDER, BRD	C 125 SERV	2490	77688.00	36752.40	48	1497.60	708.48	0	0.00	0.00
CHICK, TERIYAKI	C 240 SERV	960	42240.00	26985.60	30	1320.00	843.30	0	0.00	0.00
CHIX, SMOKED TERIYAKI DK	C 207 SERVIN	41	1424.75	1048.37	1	34.75	25.57	0	0.00	0.00
CORN COB FRZ CSE 96	C 96	3220	101030.00	53009.40	53	1643.00	999.58	60	1890.00	940.20
CORN, WHL KERN, CAN	C 6/10	3199	144146.24	52611.30	186	7797.55	3334.38	0	0.00	0.00
CORN, WHL KERN, FRZ	C 30 LB CTN	584	18688.00	12287.36	63	2016.00	574.56	0	0.00	0.00
CORN, WHL KERN, FRZ	C 30LB	6220	197047.80	116719.40	0	0.00	0.00	0	0.00	0.00
CRANBERRY, SAUCE, CAN	C 6/#10 CAN	40	2000.00	762.00	8	400.00	152.40	0	0.00	0.00
EGG TAC-GO W/ HAM/CHEESE	C 96/3.35 OZ	125	2750.00	661.25	46	1012.00	243.34	9	198.00	47.61
EGG, BREAKFAST WRAP	C 75/3.1 OZ	35	542.50	134.05	46	713.00	176.18	0	0.00	0.00
EGG, FRITTATA, OM W/CHED	C 225/2.1 OZ	28	924.00	318.92	28	924.00	318.92	0	0.00	0.00
EGG, PATTY, GRDL, INDV	C 300 SERVIN	0	0.00	0.00	1	25.00	8.38	0	0.00	0.00
EGG, PATTY, GRDL, INDV	C 300/1.25OZ	151	3775.00	1401.28	28	700.00	259.84	0	0.00	0.00
EGG, SCRAMBLE PRE-COOKED	C 4/ 5LB BAG	4	88.00	39.52	22	484.00	217.36	0	0.00	0.00
EGGS, WHOLE, FRZ	C 6/5 LB CTN	227	7377.50	6072.25	35	1137.50	819.38	0	0.00	0.00
EGGS, WHOLE, FRZ	C 6/5LB	2483	79829.33	73629.19	27	837.00	650.97	7	227.43	219.03
FLOUR, AP, ENRCH, BLCH	C 8/5	788	32150.40	9684.52	41	1672.80	503.89	0	0.00	0.00
FLOUR, AP, ENRCH, BLCH	C 8/5 LB BAG	1108	45206.40	12897.12	0	0.00	0.00	0	0.00	0.00
FLOUR, BRED, ENRCH, BLCH	C 8/5 LB	1066	43540.20	14460.92	4	164.00	55.32	0	0.00	0.00
FLOUR, WW BAG	C 8/5 LB	485	19885.00	4913.05	31	1271.00	314.03	0	0.00	0.00
FLOUR, WW BAG	C 8/5LB	2101	85720.80	25169.98	0	0.00	0.00	0	0.00	0.00
FRENCH TOAST STIX, WG, GL	C 85 SERV	189	3402.00	457.38	110	1980.00	266.20	0	0.00	0.00
MACARONI, ELBOW, DRY	C 20 LB CTN	1636	34356.00	17910.35	194	4074.00	2149.52	22	462.00	243.76
MACARONI, WG, DRY	C 20 LB	591	12411.00	3741.03	28	588.00	177.24	0	0.00	0.00
MIXED FRUIT, EX LT SU, CA	C 6/10	3945	176763.03	97113.76	93	3696.75	1978.11	0	0.00	0.00
MIXED FRUIT, EX LT SYR, C	C 6/#10 CAN	378	17388.00	8040.06	10	460.00	207.18	0	0.00	0.00
MIXED FRUIT, EX LT SYR, C	C 6/10	3266	144035.86	88498.61	284	12086.52	6933.46	0	0.00	0.00
MRS. C BBQ SAUCE	C 4/1 GAL	254	10668.00	487.68	3	126.00	7.17	0	0.00	0.00
MRS. C BBQ SAUCE	C 480	1846	81574.74	3562.78	31	1369.89	59.83	0	0.00	0.00
MRS. C BBQ CUPS	C 216	516	12384.00	510.84	0	0.00	0.00	0	0.00	0.00
MRS. C BBQ CUPS	C 216 CUPS	61	1464.00	58.56	3	72.00	3.69	0	0.00	0.00

SY13 Detailed Usage History continued

Commodity	Case Size	Schools			Child Care			SSFP		
		Cases	Gross Wt.	Value	Cases	Gross Wt.	Value	Cases	Gross Wt.	Value
MRS. C FRENCH DRESSING	C 4/1 GAL	23	910.34	144.83	0	0.00	0.00	0	0.00	0.00
MRS. C FRENCH DRESSING	C 480	113	4472.54	941.29	5	197.90	41.65	0	0.00	0.00
MRS. C HONEY MUST	C 480	235	8930.00	538.15	0	0.00	0.00	0	0.00	0.00
MRS. C HONEY MUSTARD CUP	C 216	256	6144.00	325.12	5	120.00	6.35	0	0.00	0.00
MRS. C HONEY MUSTARD CUP	C 216/1.5 CU	33	792.00	31.35	1	24.00	1.24	0	0.00	0.00
MRS. C ITALIAN DRESSING	C 4/1 GAL	10	375.80	41.60	3	112.74	16.35	0	0.00	0.00
MRS. C ITALIAN DRESSING	C 480	266	9990.96	1481.62	0	0.00	0.00	0	0.00	0.00
MRS. C MARG SPREAD CUP	C 900	1428	21420.00	4569.60	15	225.00	48.00	0	0.00	0.00
MRS. C MARINARA CUPS	C 220	574	17220.00	2267.30	3	90.00	11.85	0	0.00	0.00
MRS. C MAYONNAISE	C 4/1 GAL	10	320.00	117.72	2	64.00	25.62	0	0.00	0.00
MRS. C MAYONNAISE	C 960	142	4788.24	2108.70	7	236.04	103.95	0	0.00	0.00
MRS. C RANCH CUP	C 216	681	16901.00	2583.56	8	200.00	24.64	0	0.00	0.00
MRS. C RANCH CUP	C 216 CUPS	35	840.00	182.70	0	0.00	0.00	0	0.00	0.00
MRS. C RANCH DRESSING	C 4/1 GAL	41	1353.00	324.31	2	66.00	18.30	0	0.00	0.00
MRS. C RANCH DRESSING	C 480	1434	48698.64	15200.40	12	407.52	127.20	0	0.00	0.00
MRS. C RC MAYONNAISE	C 4/1 GAL	23	793.50	121.97	2	69.00	11.63	0	0.00	0.00
MRS. C RC MAYONNAISE	C 960	257	8781.69	1732.18	2	68.34	13.48	0	0.00	0.00
MRS. C RC RANCH DRESSING	C 4/1 GAL	61	2008.12	227.54	2	65.84	8.05	0	0.00	0.00
MRS. C RC RANCH DRESSING	C 480	4895	169905.45	22859.65	13	451.23	60.71	0	0.00	0.00
MRS. C RC SALAD DRESSING	C 4/1 GAL	13	466.70	45.89	0	0.00	0.00	0	0.00	0.00
MRS. C RC SALAD DRESSING	C 960	301	11152.05	1426.74	4	148.20	18.96	0	0.00	0.00
MRS. C SALAD DRESSING	C 4/1 GAL	6	214.38	38.34	1	35.73	8.49	0	0.00	0.00
MRS. C SALAD DRESSING	C 960	203	7253.19	1739.71	2	71.46	17.14	0	0.00	0.00
MRS. C SALSA	C 256	721	24636.57	1860.18	15	512.55	38.70	0	0.00	0.00
MRS. C SPAGHETTI SAUCE	C 128	2252	76568.00	10359.20	28	952.00	128.80	0	0.00	0.00
MRS. C TARTAR SAUCE	C 4/1 GAL	37	1250.97	264.68	3	101.43	22.58	0	0.00	0.00
MRS. C TARTAR SAUCE	C 480	110	3820.30	1003.20	3	104.19	27.36	0	0.00	0.00
MRS. CLARK SALSA CUP	C 220	459	15147.00	1005.21	5	165.00	10.95	0	0.00	0.00
OATS, ROLLED	C 12/3 LB PK	388	14356.00	5191.44	25	925.00	334.50	0	0.00	0.00
OIL, VEGETABLE	C 6/1 GAL	883	44292.64	28986.65	39	1840.80	1267.89	8	432.08	265.92
OIL, VEGETABLE	C 6/1 GAL BT	110	5940.00	3987.50	8	432.00	290.00	0	0.00	0.00
PAN SPRAY COATING	C 12/22 OZ	106	2332.00	685.20	3	66.00	19.50	0	0.00	0.00
PAN SPRAY COATING	C 1248	365	8030.00	3179.15	28	616.00	243.88	0	0.00	0.00
PANCAKES, WG	C 144 COUNT	4611	55164.00	38513.10	137	1616.60	1053.53	76	912.00	646.00
PB & GRAPE SAND WH WHEAT	B 72 SERVING	0	0.00	0.00	0	0.00	0.00	35	525.00	115.50

SY13 Detailed Usage History continued

Commodity	Case Size	Schools			Child Care			SSFP		
		Cases	Gross Wt.	Value	Cases	Gross Wt.	Value	Cases	Gross Wt.	Value
PB & GRAPE SAND WH WHEAT	C 72 SERVING	459	6885.00	1514.70	22	330.00	73.74	0	0.00	0.00
PB & GRAPE SOY WW SANDW	C 72 SERV	69	834.90	646.53	5	60.50	46.85	0	0.00	0.00
PB & GRAPE WW SANDWICH	C 72 SERV	1037	13999.50	9519.66	35	472.50	321.30	0	0.00	0.00
PB & STRAW SAND WH WHEAT	C 72 SERVING	0	0.00	0.00	2	30.00	6.72	0	0.00	0.00
PB & STRAW WW SANDWICH	C 72 SERV	649	8761.50	5957.82	31	418.50	284.58	0	0.00	0.00
PEACH, CLING, DCD, SU, CA	C 6/10	5716	254679.48	139526.92	97	3855.75	2312.48	149	6852.51	3662.42
PEACH, CLING, DCD, SY, CA	C 6/#10 CAN	1031	47426.00	24579.04	29	1334.00	691.36	0	0.00	0.00
PEACH, CLING, DCD, SY, CA	C 6/10	2923	132605.25	73013.12	267	11723.89	6855.62	0	0.00	0.00
PEACH, CLING, SLC, SU CAN	C 6/10	5965	267810.51	132394.65	30	1222.50	769.20	0	0.00	0.00
PEACH, CLING, SLC, SY CAN	C 6/#10 CAN	1155	53130.00	24751.65	53	2438.00	1135.79	0	0.00	0.00
PEACH, CLING, SLC, SY CAN	C 6/10	1779	81816.21	48940.29	47	2161.53	1292.97	0	0.00	0.00
PEACH, FRST, CUP FRZ	C 96/4.4 OZ	29	890.30	681.60	9	276.30	253.26	0	0.00	0.00
PEACH, FRST, CUP FRZ	C 96/4.4 OZ	5537	165481.40	154547.68	60	1644.00	1651.20	0	0.00	0.00
PEACH, FRST, SLC, FRZ	C 20 LB CTN	116	2552.00	1759.72	23	506.00	348.91	0	0.00	0.00
PEACH, FRST, SLC, FRZ	C 20LB	848	16960.00	12550.40	0	0.00	0.00	0	0.00	0.00
PEANUT BUTTER, SMOOTH,	C 6/5 LB	468	14976.00	22590.36	76	2432.00	3565.08	6	192.00	289.62
PEANUT BUTTER, SMOOTH,	C 6/5LB	737	22847.00	28787.22	0	0.00	0.00	0	0.00	0.00
PEAR, HLV, SY, CAN	C 6/#10 CAN	192	8832.00	4817.28	3	138.00	75.27	1	46.00	25.09
PEAR, HLV, SY, CAN	C 6/10	1079	45410.70	28876.87	91	3685.50	2368.73	101	4366.50	2756.53
PEAR, SLC, SU, CAN	C 6/10	4983	223840.86	135238.62	8	316.00	217.12	130	5982.60	3528.20
PEAR, SLC, SY, CAN	C 6/#10 CAN	26	1196.00	666.64	12	552.00	307.68	0	0.00	0.00
PEAR, SLC, SY, CAN	C 6/10	1739	69519.50	47303.61	83	3361.50	2273.37	0	0.00	0.00
PEARS DCD EXLT SUCR 6/10	C 6/10	4471	205755.42	117274.33	48	2208.96	1259.04	0	0.00	0.00
PEARS DICED CAN 6/10	C 6/10	4227	187163.30	114568.75	242	10043.24	6384.34	0	0.00	0.00
PEAS, GREEN, LS, CAN	C 6/#10 CAN	117	5499.00	1869.66	25	1175.00	399.50	0	0.00	0.00
PEAS, GREEN, LS, CAN	C 6/10	745	30172.50	15354.45	307	13833.15	6258.47	17	688.50	350.37
PEAS, GREEN, NS+, FRZ	C 30 LB CTN	614	19648.00	8370.12	58	1856.00	643.80	0	0.00	0.00
PEAS, GREEN, NS+, FRZ	C 30LB	2509	79505.09	49360.03	0	0.00	0.00	0	0.00	0.00
PORK HAM, CDK, FRZ	C 4/10LB	935	40167.60	52434.80	41	1761.36	2299.28	14	601.44	785.12
PORK HAM, CKD, SLCED, FRZ	C 8/5 LB PKG	394	16942.00	31866.72	8	344.00	647.04	0	0.00	0.00
PORK HAM, CKD, SLCED, FRZ	C 8/5LB	928	38224.00	63895.52	73	2993.00	5019.48	0	0.00	0.00
PORK, BREAKFAST LINK, RF	C 358 SERV	934	29498.00	28087.28	27	859.00	699.49	0	0.00	0.00
PORK, BRKFAST PATTY, RF	C 366 SERV	393	12379.50	11538.48	18	567.00	528.48	0	0.00	0.00
PORK, CHOP, BRD PTY	C 132 SERV	737	23584.00	19235.70	28	896.00	730.80	0	0.00	0.00
PORK, LEG ROAST, FRZ	C 32-40 LB	84	3360.00	4622.52	5	200.00	275.15	0	0.00	0.00

SY13 Detailed Usage History continued

Commodity	Case Size	Schools			Child Care			SSFP		
		Cases	Gross Wt.	Value	Cases	Gross Wt.	Value	Cases	Gross Wt.	Value
PORK, LEG ROAST, FRZ	C 32-40LB	873	36365.00	48225.62	24	984.00	1323.36	7	302.40	388.36
PORK, MEATBALLS , RF	C 176 SERV	341	10741.50	10451.65	26	819.00	796.90	0	0.00	0.00
PORK, MEATBALLS , RF	C 176 SERV	2	64.00	49.82	5	160.00	107.84	0	0.00	0.00
PORK, RIB SHP, BBQ, RS	C 168 SERV	1052	33138.00	35336.68	26	819.00	873.34	0	0.00	0.00
PORK, SHREDDED W BBQ	C 104 SER	129	4386.00	2794.14	10	340.00	177.88	0	0.00	0.00
PORK, SHREDDED W BBQ	C 120 SERV	641	20063.30	17089.06	56	1752.80	1492.96	0	0.00	0.00
POTATO, OVEN, FRZ	C 6/5 LB PKG	77	2464.00	943.25	14	448.00	171.50	0	0.00	0.00
POTATO, OVEN, FRZ	C 6/5LB	10480	331895.10	152798.40	147	4557.00	2143.26	34	1020.00	495.72
POTATO, ROUNDS, FRZ	C 6/5 LB PKG	178	5696.00	2881.82	18	576.00	291.42	0	0.00	0.00
POTATO, ROUNDS, FRZ	C 6/5LB	9080	290105.40	129753.20	160	5000.40	2286.40	0	0.00	0.00
POTATO, WEDGE FF, FRZ	C 6/5 LB PKG	86	2752.00	1107.68	29	928.00	373.52	0	0.00	0.00
POTATO, WEDGE, FRZ	C 6/5LB	904	28024.00	15404.16	55	1705.00	937.20	32	992.00	545.28
RICE, BRN, LONG, PB	C 24/2 LB PK	837	41013.00	26978.24	19	931.00	612.94	0	0.00	0.00
RICH BRN LONG PRBL 30/2LB	C 30/2 LB PK	276	16836.00	11059.32	1	61.00	24.39	0	0.00	0.00
RICH BRN LONG PRBL 30/2LB	C 30/2LB	1	61.02	34.67	0	0.00	0.00	0	0.00	0.00
ROTINI, SPITAL 20 LB	C 20 LB CTN	620	13268.00	6962.60	82	1754.80	920.86	7	149.80	78.61
ROTINI, WHOLE GRAIN	C 20 LB	95	2033.00	801.80	9	192.60	75.96	0	0.00	0.00
ROTINI, WHOLE GRAIN	C 20LB	45	963.00	423.00	0	0.00	0.00	0	0.00	0.00
SPAGHETTI, PASTA	C 20 LB CTN	1164	24444.00	13048.44	102	2142.00	1143.42	16	336.00	179.36
SPAGHETTI, SAUCE, NO MEAT	C 6/#10 CAN	1447	66562.00	17855.98	99	4554.00	1221.66	0	0.00	0.00
SPAGHETTI, SAUCE, NO MEAT	C 6/10	1954	87380.94	24561.78	0	0.00	0.00	0	0.00	0.00
SPAGHETTI, WG	B 20LB	279	5859.00	2338.02	7	147.00	58.66	0	0.00	0.00
SPAGHETTI, WG	C 20 LB CTN	2190	45990.00	24944.10	56	1176.00	391.44	0	0.00	0.00
SPAGHETTI, WG	C 20LB	0	0.00	0.00	0	0.00	0.00	5	105.00	41.90
STRAWBERRY, DCED, CUP FRZ	C 96/4.5 OZ	940	29422.00	31540.00	122	3818.60	4148.00	0	0.00	0.00
STRAWBERRY, DCED, CUP FRZ	C 96/4.5OZ	9550	294006.23	309266.79	0	0.00	0.00	0	0.00	0.00
STRAWBERRY, SLICE, FRZ	C 30 LB CTN	1100	35200.00	29167.67	57	1824.00	1511.64	0	0.00	0.00
STRAWBERRY, SLICE, FRZ	C 30LB	3289	102345.70	93452.97	0	0.00	0.00	0	0.00	0.00
STRAWBERRY, WHOLE, FRZ	C 30 LB CTN	1083	34656.00	30928.57	34	1088.00	924.94	0	0.00	0.00
STRAWBERRY, WHOLE, FRZ	C 30LB	2015	62276.60	62590.10	0	0.00	0.00	33	990.00	1034.22
SWEET POTATO, MASH, CAN	C 6/#10 CAN	92	4370.00	2053.44	25	1187.50	558.00	0	0.00	0.00
TOMATO SAUCE CAN 6/10	C 6/#10 CAN	252	11592.00	2950.92	21	966.00	245.91	0	0.00	0.00
TOMATO SAUCE CAN 6/10	C 6/10	870	36641.98	11031.60	40	1630.00	507.20	22	1011.78	278.96
TOMATO, DICED, CAN	C 6/#10 CAN	674	29656.00	11397.34	10	440.00	169.10	16	704.00	270.56
TOMATO, DICED, CAN	C 6/10	0	0.00	0.00	37	1627.63	548.71	0	0.00	0.00

SY13 Detailed Usage History continued

Commodity	Case Size	Schools			Child Care			SSFP		
		Cases	Gross Wt.	Value	Cases	Gross Wt.	Value	Cases	Gross Wt.	Value
TOMATO, PASTE, LS, CAN	C 6/#10 CAN	191	8977.00	4320.42	1	47.00	22.62	0	0.00	0.00
TOMATO, PASTE, LS, CAN	C 6/10	631	26893.22	14115.47	12	511.44	268.44	0	0.00	0.00
TOMATO, SALSA, LS, CAN	B 6/10	302	12306.50	5429.96	11	448.25	197.78	0	0.00	0.00
TOMATO, SALSA, LS, CAN	C 6/#10 CAN	863	40561.00	14265.51	20	940.00	320.20	0	0.00	0.00
TORTILLA, WHOLE GRAIN FRZ	C 12/24 1.5	2766	78939.00	50693.88	88	2464.00	1628.00	19	551.00	345.42
TURKEY BREAST	C 78 SERV	335	6700.00	4589.50	12	240.00	164.40	0	0.00	0.00
TURKEY CHILLED BULK	C 1LB	83636	83636.00	98690.48	0	0.00	0.00	0	0.00	0.00
TURKEY CHILLI W/ PINTO	B 75 SERVING	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00
TURKEY MEAT SAUCE (TOMATO)	B 80 SERVING	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00
TURKEY NOODLE SOUP	B 68 SERVING	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00
TURKEY POT PIE FILLING	B 80 SERVING	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00
TURKEY ROAST	C 187 SERV	121	4719.00	3331.13	25	975.00	688.25	0	0.00	0.00
TURKEY SMOKEHOUSE	C 64 SERV	24	456.00	300.96	20	380.00	250.80	12	228.00	150.48
TURKEY, BRST, DELI, SMK,	C 40 LB CTN	12	12.60	1480.80	31	32.55	3825.40	0	0.00	0.00
TURKEY, BRST, DELI, SMK,	C 40LB	1999	83358.00	166626.87	0	0.00	0.00	0	0.00	0.00
TURKEY, CORNDOG NUGGET	C 120 SERV	579	19686.00	8951.34	34	1156.00	525.64	0	0.00	0.00
TURKEY, DELI, BRST, FRZ	C 40 LB CTN	293	12306.00	36862.33	41	1189.65	5158.21	11	462.00	1383.91
TURKEY, DELI, BRST, FRZ	C 40LB	716	29356.00	60201.28	0	0.00	0.00	20	820.00	1681.60
TURKEY, HAMS, FRZ	C 40 LB CTN	849	35658.00	61569.48	62	2604.00	4496.24	0	0.00	0.00
TURKEY, HAMS, FRZ	C 40LB	327	13734.00	16278.06	0	0.00	0.00	0	0.00	0.00
TURKEY, ROASTS, FRZ	C 32-48 LB	532	25536.00	44033.64	31	1488.00	2565.87	0	0.00	0.00
TURKEY, ROASTS, FRZ	C 32-48LB	882	36597.00	61534.35	0	0.00	0.00	0	0.00	0.00
TURKEY, WHOLE, FRZ	B 30-60 LB	503	533.18	32574.28	56	59.36	3626.56	0	0.00	0.00
TURKEY, WHOLE, FRZ	B 30-60LB	0	0.00	0.00	0	0.00	0.00	2	106.00	111.22
TURKEY, WHOLE, FRZ	C 30-60 LB	111	117.66	7188.36	19	20.14	1230.44	0	0.00	0.00
TURNOVERS, CHERRY WG	B 80 SERV	793	16653.00	2030.08	47	987.00	120.32	0	0.00	0.00
WALNUT PIECES 30LB	B 30LB	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00
WALNUT PIECES 30LB	C 30LB	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00
Totals:		375,613	10,405,720.29	\$8,446,527.52	9,211	322,649.74	\$279,721.47	1,681	61,676.16	\$50,627.08

*Includes direct shipments, delivery and self pickup

Attachment F

USDA Brown Box Items

100101 - Chicken Diced Frozen 4/10 LB Bags
100121 - Turkey Breast Deli Frozen 4/9-11 LB per case
100125 - Turkey Roasts Frozen 4/8-12 LB per case
100158 - Beef Fine Ground Frozen 4 /10 LB Packages
100187 - Pork Ham Water Add Sliced Frozen 8/5 LB per case
100201 - Catfish Strips Breaded Oven Ready 4/10 LB Packages
100362 - Beans Refried 6/10 LB Cans
100206 - Apple Slices 6/10 LB Cans
100208 - Applesauce 6/10 LB Cans
100212 - Mixed Fruit Extra Light Syrup 6/10 LB Cans
100220 - Peaches Clingstone Diced Extra Light Syrup 6/10 LB Cans
100225 - Pears Bartlett Diced Extra Light Syrup 6/10 LB Cans
100244 - Blueberry Cultivated Unsweetened Frozen 30 LB Carton
100261 - Apricot Frozen Cup 96/4.5 oz.
100241 - Peach Freestone Diced Frozen Cup 96/4.4 oz.
100254 - Strawberry Slices Sweetened Frozen 30 LB Carton
100256 - Strawberry Frozen Cup 96/4.5 oz.
100293 - Raisins Box 144/1.33 oz. Single Serve
100307 - Beans Green 6/10 LB cans
100315 - Peas 6/10 LB Cans
100309 - Carrots Can Low Sodium 6/10 LB Cans
100313 - Corn Whole Kernel Liquid No Salt Added 6/10 LB Cans
100327 - Tomato Paste Can No Salt Added 6/10 LB Cans
100348 - Corn Frozen Whole Kernel 30 LB Carton
100350 - Peas Green Frozen 30 LB Carton
100352 - Carrots Frozen Sliced 30 LB Carton
100357 - Potatoes Oven Fry Frozen Package 6/5 LB Packages
100358 - Potatoes Rounds Frozen 6/5 LB Packages
110282 - Broccoli Florets Frozen 30 LB Package
100427 - Pasta Spaghetti Whole Grain 20 LB Bag
100919 - Pasta Macaroni Whole Grain 20 LB Bag
100410 - Flour Whole Wheat 8/5LB Bags
100400 - Flour All Purpose Enriched Bleached 8/5 LB Bags
100937 - Whole Wheat Pancakes 12 LB Case
100466 - Oats Rolled Package 12/3 LB Bags
100500 - Rice Brown Long-grain Parboiled 24/2 LB Bags
100046 - Eggs Whole Frozen 6/5 LB Packages
100003 - Cheese Cheddar Yellow Shred Bag 6/5 LB Pouch
100012 - Cheese Cheddar RDU Fat Shred Bag 6/5 LB Pouch
110396 - Cheese String Mozzarella LMPS Sticks 1 oz.
100021 - Cheese Mozzarella LM Part Skim Shredded Frozen 30 LB Case
100018 - Cheese American Yellow Sliced 6/5 LB Loaves
100036 - Cheese Blend American & Skim Milk Yellow 6/5 LB Loaves
100439 - Oil Vegetable Bottle 6/1 Gal Bottles
100396 - Peanut Butter Smooth 6/5 LB cans

Attachment G

USDA Foods FFS Items

CP5250 - Reduced Sodium Beef Taco Filling
CP5578 - Reduced Fat Beef Spaghetti Sauce
CP5876 - Cooked Ground Beef Crumbles
290907 - Healthy Selection Flame Broiled Beef Patty
CP5416 - Pulled Pork BBQ
CP5614 - Rib Shaped Pork Patties
CP5635 - Pork Breakfast Patty
CP5641 - Pork Breakfast Link
CP5694 - Pork Chop Shaped Patty
CP5036 - Pork Meatballs
4621-928 - Fully Cooked Boneless Skinless Fajita Strip
2155-328 - Whole Grain Breaded Chicken Chunks
3481-328 - Fully Cooked Diced Chicken
70344-928 - Hot 'N Spicy Whole Grain Tenders
15476-328 - Fully Cooked Glazed Chicken Breast Patty
16710-328 - Breaded Chicken Breast Filet
6143 - Home-style Chicken Nugget
6243 - Home-style Chicken Tender
66660 - Hot & Spicy Chicken Patty
69160 - Whole Grain Breaded Popcorn Chicken
15552-4 - Mandarin Orange Chicken
72003 - General Tso's Chicken
73001 - Teriyaki Chicken
73003 - Spicy Chicken
20437 - Turkey Corn Dog Nugget Fully Cooked
50112 - Sunrise Twist - Sausage Egg Cheese
50140 - Sunrise Twist - Egg & Cheese
40005 - Diced Eggs
40174 - Cheddar Cheese Omelet
40176 - Colby Cheese Omelet
40273 - WG Honey Ham TAC GO
40700 - Grilled Egg Patty
40827 - Pre-Cooked Scrambled Egg
54232 - Scramble Mix, Cook/Bag
85880 - Maple Glazed WG French Toast Sticks
22296 - WG Grilled Cheese 96/4.1 oz. Bulk Wrap
42096 - WG Grilled Cheese 96/3.6 oz. Bulk Wrap
62096 - WG Grilled Cheese 96/3.6 oz. Individual Wrap
92296 - WG Grilled Cheese 96/4.1 Individual Wrap
39940 - RS Ultimate Cheddar Cheese Pouch
39941 - RS Mucho Queso Cheese
44879 - Mild Cheddar Cheese
59701 - Mozzarella String
59703 - Lt Mozzarella String Cheese
8391 - 5" Reduced Sodium Wheat Pizza

USDA Foods FFS Items continued

151MC - Individually Wrapped Cheesy Bread
65219 - Reduced Sodium Cheese Stick
92123 - PB & Grape Jelly on WG Crustless
92127 - PB & Strawberry Jam on WG Crustless
10372 - Pan Spray Release Spray
52900 - Salad Dressing
52906 - Ranch Dressing
52907 - Reduced Calorie Ranch Dressing
52910 - Golden Italian Dressing
52912 - Red French Dressing
52914 - Mayonnaise
52918 - Tartar Sauce
52922 - Honey Mustard Dressing
52923 - Reduced Calorie Salad Dressing
52960 - Reduced Calorie Mayonnaise
520429A - Whipped Margarine Cups .18 oz.
52928 - BBQ Sauce
52980 - Spaghetti Sauce
52981 - Marinara Cups 2.0 oz.
52990 - Salsa
52991 - Salsa Cups 2.0 oz.

ATTACHMENT H

SY15 Brown Box Survey Results (estimated 70% of USDA Brown Box usage)

USDA Item	SY15 Survey Cases/Year
100220 - Peaches Clingstone Diced Extra Light Syrup 6/10 LB Cans	17509
100256 - Strawberry Frozen Cup 96/4.5 oz.	16257
100225 - Pears Bartlett Diced Extra Light Syrup 6/10 LB Cans	15692
100208 - Applesauce 6/10 LB Cans	14831
100212 - Mixed Fruit Extra Light Syrup 6/10 LB Cans	10063
100357 - Potatoes Oven Fry Frozen Package 6/5 LB Packages	8667
100158 - Beef Fine Ground Frozen 4 /10 LB Packages	8331
100241 - Peach Freestone Diced Frozen Cup 96/4.4 oz.	8164
100307 - Beans Green 6/10 LB cans	7147
110396 - Cheese String Mozzarella LMPS Sticks 1 oz.	6645
100358 - Potatoes Rounds Frozen 6/5 LB Packages	6577
100018 - Cheese American Yellow Sliced 6/5 LB Loaves	5080
100348 - Corn Frozen Whole Kernel 30 LB Carton	5038
100261 - Apricot Frozen Cup 96/4.5 oz.	4731
100254 - Strawberry Slices Sweetened Frozen 30 LB Carton	4067
100125 - Turkey Roasts Frozen 4/8-12 LB per case	3677
100937 - Whole Wheat Pancakes 12 LB Case	3543
100021 - Cheese Mozz. LM Part Skim Shredded Fzn 30 LB Case	3330
100313 - Corn Whole Kernal Liquid No Salt Added 6/10 LB Cans	3316
100121 - Turkey Breast Deli Frozen 4/9-11 LB per case	3026
100046 - Eggs Whole Frozen 6/5 LB Packages	3002
100362 - Beans Refried 6/10 LB Cans	2870
100352 - Carrots Frozen Sliced 30 LB Carton	2738
100350 - Peas Green Frozen 30 LB Carton	2663
100101 - Chicken Diced Frozen 4/10 LB Bags	2334
100400 - Flour All Purpose Enriched Bleached 8/5 LB Bags	2113
100003 - Cheese Cheddar Yellow Shred Bag 6/5 LB Pouch	1899
100427 - Pasta Spaghetti Whole Grain 20 LB Bag	1869
100206 - Apple Slices 6/10 LB Cans	1832
100293 - Raisins Box 144/1.33 oz. Single Serve	1797
100244 - Blueberry Cultivated Unsweetened Frozen 30 LB Carton	1779
100500 - Rice Brown Long-grain Parboiled 24/2 LB Bags	1703
100410 - Flour Whole Wheat 8/5LB Bags	1620
110282 - Broccoli Florets Frozen 30 LB Package	1530
100187 - Pork Ham Water Add Sliced Frozen 8/5 LB per case	1364
100012 - Cheese Cheddar RDU Fat Shred Bag 6/5 LB Pouch	1298
100036 - Cheese Blend Amer & Skim Milk Yellow 6/5 LB Loaves	996
100396 - Peanut Butter Smooth 6/5 LB cans	959
100309 - Carrots Can Low Sodium 6/10 LB Cans	741
100919 - Pasta Macaroni Whole Grain 20 LB Bag	661
100439 - Oil Vegetable Bottle 6/1 Gal Bottles	622
100327 - Tomato Paste Can No Salt Added 6/10 LB Cans	578
100315 - Peas 6/10 LB Cans	557
100466 - Oats Rolled Package 12/3 LB Bags	478
100201 - Catfish Strips Breaded Oven Ready 4/10 LB Packages	142