

STATE OF NEBRASKA CONTRACT AMENDMENT

State Purchasing Bureau
301 Centennial Mall South, 1st Floor
Lincoln, Nebraska 68508

OR

P.O. Box 94847
Lincoln, Nebraska 68509-4847
Telephone: (402) 471-2401
Fax: (402) 471-2089

CONTRACT NUMBER
12250 OC

PAGE 1 of 3	ORDER DATE 02/16/11
BUSINESS UNIT 9002	BUYER JULIE DABYDEEN (AS)
VENDOR NUMBER: 507042	
VENDOR ADDRESS: THE THOMPSON CO, LLC 3636 W STOLLEY PARK ROAD PO BOX 1466 GRAND ISLAND NEBRASKA 68803-5656	

THE CONTRACT PERIOD IS:

SEPTEMBER 01, 2010 THROUGH AUGUST 31, 2011

THIS CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

NO ACTION ON THE PART OF THE VENDOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE EQUIPMENT OR SUPPLIES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE EQUIPMENT OR SUPPLIES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR ITEMS FROM OTHERS SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR AND THE STATE OF NEBRASKA.

Original Bid Document 12250 OC

Contract to supply and deliver Frozen Food Items as per the attached specifications, terms and conditions for a period of one (1) year beginning September 1, 2010 through August 31, 2011. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the vendor and the State of Nebraska.

Contract subject to thirty (30) days cancellation by either party upon written notice.

Quantities shown are estimates only and are not to be construed to mean firm quantities. The State of Nebraska reserves the right to increase or decrease any quantities shown.

The State may request that payment be made electronically instead of by state warrant. ACH/EFT Enrollment Form can be found at:

<http://www.das.state.ne.us/accounting/forms/achenrol.pdf>

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system mean the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Responsibility Act of 1996, 8 U.S.C. 1324a, known as E-Verify Program, or an equivalent federal program designed 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 require 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.


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1. The signed Invitation to Bid Contract document;
2. The original ITB document;
3. Any Addenda and or Amendments to include Questions and Answers;
4. Warranty documents supplied with the bid;
5. The contract award.

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 1 receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) the contract award, 2) ITB addenda or amendments, to include Questions and Answers, with the latest dated amendment having the highest priority, 3) the original ITB, 4) the signed ITB Contract document, 5) warranty documents supplied with the bid.

Any remaining uncertainty or ambiguity shall not be interpreted against either party because such party prepared any portion of the Agreement, but shall be interpreted according to the application of rules of interpretation of contracts generally.

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.

VENDOR CONTACT: Tom Wald
 PHONE: 308-382-6581
 FAX: 308-382-1813

THIS IS THE SECOND RENEWAL OF THE CONTRACT AND IS INCLUSIVE OF AMENDMENTS 1-9. Attachment 1 is price changes effective September 1, 2010. (08/20/10 jc)

AMENDMENT TEN (10) - Amended prices per Attachment 1 effective immediately. (09/14/10 jc)

AMENDMENT ELEVEN (11) - Amended prices per Attachment 1 effective December 1, 2010. (11/23/10 jc)

AMENDMENT TWELVE (12) - Amended prices per Attachment 1 effective March 1, 2011. (02/16/11 jc)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	frozen items	1,031,000.0000	\$	1.0000


 BUYER INITIALS
R43500JNISM0001 100508

STANDARD CONDITIONS AND TERMS OF BID SOLICITATION AND OFFER Invitations to Bid and Contract Awards

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: <http://www.das.state.ne.us/materiel/purchasing/purchasing.htm>

SCOPE- These standard conditions and terms of bid solicitation and acceptance apply in like force to this inquiry and to any subsequent contract resulting therefrom.

PRICES- Prices quoted shall be net, including transportation and delivery charges fully prepaid by the bidder, F.O.B. destination named in the Invitation to Bid. 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.

EXECUTION- Bids must be signed in ink by the bidder on the State of Nebraska's Invitation to Bid form. All bids must be typewritten or in ink on the State of Nebraska's Invitation to Bid form. Erasures and alterations must be initialed by the bidder in ink. No telephone or voice bids will be accepted. Failure to comply with these provisions may result in the rejection of the bid.

FACSIMILE DOCUMENTS- The State Purchasing Bureau will only accept facsimile responses to Invitations to Bid on bids under \$25,000 and up to ten (10) pages. However, two party sealed bids containing facsimile pages are acceptable. No direct facsimile solicitation responses will be accepted for a commodity contract.

VALID BID TIME- Bids shall be firm for a minimum of sixty (60) calendar days after the opening date, unless otherwise stipulated by either party in the Invitation to Bid.

DISCOUNTS- Prices quoted shall be inclusive of ALL trade discounts. Cash discount terms of less than thirty (30) days will not be considered as part of the bid. Cash discount periods will be computed from the date of receipt of a properly executed claim voucher or the date of completion of delivery of all items in a satisfactory condition, whichever is later.

PAYMENT- Payment will be made by the responsible agency in conjunction with the State of Nebraska Prompt Payment Act 81-2401 through 2408. The State may request that payment be made electronically instead of by state warrant.

COLLUSIVE BIDDING- The bidder guarantees that the prices quoted have been arrived at without collusion with other eligible bidders and without effort to preclude the State of Nebraska from obtaining the lowest possible competitive price.

LUMP SUM OR ALL OR NONE BIDS- The State reserves the right to purchase item-by-item, by groups or as a total when the State may benefit by so doing. Bidders may submit a bid on an "all or none" or "lump sum" basis but should also submit a bid on an item-by-item basis. The term "all or none" means a conditional bid which requires the purchase of all items on which bids are offered and bidder declines to accept award on individual items; a "lump sum" bid is one in which the bidder offers a lower price than the sum of the individual bids if all items are purchased but agrees to deliver individual items at the prices quoted.

SPECIFICATIONS- Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for reference and not intended to limit competition, but will be used as the standard by which equivalent material offered will be judged. The State Purchasing Director will be the sole judge of equivalency. The bidder may offer any brand which meets or exceeds the specification. When a specific product is required, the Invitation to Bid will so state. Any item bid is to be the latest current model under standard production at the time of order. No used or refurbished equipment will be accepted, unless otherwise stated.

ALTERNATE/EQUIVALENT BIDS- Bidder may offer bids which are at variance from the express specifications of the Invitation to Bid. The State reserves the right to consider and accept such bids if, in the judgement of the State Purchasing Director, the bid will result in goods and/or services equivalent to or better than those which would be supplied in the original bid specifications. Bidders must indicate on the Invitation to Bid the manufacturer's name, number and shall submit with their bid, sketches, descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. Bids which do not comply with these requirements are subject to rejection. In the absence of any stated deviation or exception, the bid will be accepted as in strict compliance with all terms, conditions and specifications, and the bidder shall be held liable therefore.

SAMPLES- When requested, samples shall be furnished at the bidders expense prior to the opening of the bid, unless otherwise specified. Each sample must be labeled clearly and identify the bidders name, the Invitation to Bid number and the item number. Samples submitted must be representative of the commodities or equipment which would be delivered if awarded the bid. The State of Nebraska reserves the right to request samples even though this may not have been set forth in the Invitation to Bid. Samples not destroyed in testing will be returned at bidders expense, if requested, or will be donated to a public institution.

RECYCLING- 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 Section 81-15,159.

LATE BIDS- All bids will be time and date stamped upon receipt by the State Purchasing Bureau, and this shall be the official time and date of receipt. Bids received after the time of the bid opening will be considered late bids and will be returned to the bidder unopened. The State Purchasing Bureau is not responsible for late bids or lost requests due to mail service inadequacies, traffic or other similar reasons.

BID OPENING- Openings shall be public on the date and time specified on the Invitation to Bid form. It is the bidder's responsibility to assure the bid is delivered at the designated date, time and place of the bid opening. Telephone bids are not acceptable. A bid may not be altered after opening of the bids.

NO BID- If not submitting a bid, respond by returning the Invitation to Bid form explaining the reason in the space provided. Failure to respond to an Invitation to Bid may be cause for the removal of the bidder's name from the mailing list. NOTE: To qualify as a respondent, bidder must submit a "NO BID" and it must be received no later than the stated bid opening date and time.

AWARD- All purchases, leases, or contracts which are based on competitive bids will be awarded to the lowest responsible bidder, determined according to the provisions of State Statute Section 81-161, R.R.S. 1943. The State reserves the right to reject any or all bids, wholly or in part and to waive any deviations or errors that are not material, do not invalidate the legitimacy of the bid and do not improve the bidders competitive position. All awards will be made in a manner deemed in the best interest of the State.

BID TABULATIONS- Tabulations will be furnished upon written request. A self-addressed, stamped envelope which must include the agency and solicitation number must be enclosed. Bid tabulations will not be provided by telephone or facsimile. Bid files may be examined during normal working hours by appointment. Bid tabulations are available on the website at: <http://www.das.state.ne.us/materiel/purchasing/bidtabs.htm>

PERFORMANCE AND DEFAULT- The State reserves the right to require a performance bond from the successful bidder, as provided by law, without expense to the State. Otherwise, in case of default of the contractor, the State may procure the articles from other sources and hold the contractor responsible for any excess cost occasioned thereby.

IN-STATE PREFERENCE- A resident bidder shall be allowed a preference against a nonresident from a state which gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the nonresident bidders. Where the lowest responsible bid from a resident bidder is equal in all respects to one from a nonresident bidder from a state which has no preference law, the resident bidder shall be awarded the contract.

NONDISCRIMINATION- 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, to be employed in the performance of such contracts, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, sex, disability, or national origin. (State Statute Sections 48-1101 through 48-1125) The bidder 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 Invitation to Bid.

TAXES- Purchases made by the State of Nebraska are exempt from the payment of Federal Excise Taxes, and exemption certificates will be furnished on request. State and local taxes are exempt by State Statute Section 77-2704 (l) (m) R.R.S. 1943 and must not be included in the bid prices. Exemption by statute precludes the furnishing of State exemption certificates.

DRUG POLICY - Bidder 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.

GRIEVANCE AND PROTEST- Grievance and protest procedure is available by contacting the buyer. Protest must be filed within ten (10) days of award.

NE ACCESS TECHNOLOGY STANDARDS- Vendor agrees to ensure compliance with Nebraska Access Technology Standards. See website at:

<http://www.nitc.state.ne.us/standards/accessibility/>

Revised: 02/2004

Attachment 1 - Amended Pricing 03/01/11

State Item #	Product Description	Thompson Item Number	State's Current Price	State's New Price
Frozen Foods				
2.010	Tri Tater Bars. Hash brown potato triangles for oven preparation. Processed in Veg oil, no binders or fillers. Simplot	249211	\$ 17.88	\$ 18.48
2.011	Tater Gems (Logs). Oven preparation, processed in Veg oil, no binders or fillers. Simplot Performers	249254	\$ 17.35	\$ 17.95
2.013	Potatoes, Old Fashioned, Sliced. Simplot	248355	\$ 20.80	\$ 21.88
2.035	Cauliflower. Must meet US Grade A. Uniform cluster size 1 1/2" to 2" across top (No. 2 1/2" size). Count range 25-35 units per 32 oz. container. Good white to light Crm color.	257184	\$ 24.91	\$ 30.07
2.054	Spinach, Chopped. Must meet US Grade A. 1/4" x 1/4", uniform bright Grn color, tender leaves, maximum 22% stem by weight	257338	\$ 30.43	\$ 33.31
4.111	Turkey Bratwurst, Jennie-O PC2750 No Substitutes	221562	\$ 29.63	\$ 30.94
5.050	Chocolate Eclairs. Rich	279749	\$ 28.45	\$ 29.38

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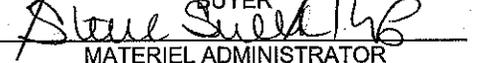
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GRIEVANCE AND PROTEST- Grievance and protest procedure is available by contacting the buyer. Protest must be filed within ten (10) days of award.

NE ACCESS TECHNOLOGY STANDARDS- Vendor agrees to ensure compliance with Nebraska Access Technology Standards. See website at:

<http://www.nitc.state.ne.us/standards/accessibility/>

Revised: 02/2004

Attachment 1 - Amended Pricing 12/01/10

State Item #	Product Description	Thompson Item Number	State's Current Price	State's New Price
Frozen Items				
2.002	1/2" Crinkle Cut French Fries. Deep fat fry. Simplot Payette, #2230159B	248258	\$14.15	\$14.75
2.005	Fries 5/16 Regular Cut, Grade A	248312	\$13.95	\$14.55
2.048	Vegetable Blend, Oriental	223243	\$26.50	\$27.10
2.069	Vegetables, Normandy Blend. Must meet US Grade A. Veg blend must contain the following: Broccoli cuts 1" minimum 30% head materials 40%; Cauliflower 3/4" to 1 1/4" 30%, and Crinkle Cut Carrots, uniform small or medium 30%	273724	\$26.10	\$30.60
4.001	Bacon, Precooked. Farmland	244953	\$30.58	\$36.25
4.002	Precooked Bacon Round	244589	\$33.53	\$46.44
4.003	Bacon PK Raw	244929	\$45.08	\$46.11
4.004	Bacon 18/22 single slice NO SUBSTITUTE (Jmorrell#6508 Gold Label)	583413	\$30.49	\$39.76
4.018	Bf Link Sausage. Swift	246417	\$22.99	\$27.79
4.020	Bf Stew. USDA Grade Choice	245437	\$21.20	\$22.30
4.042	Chicken Thighs IQF. Tyson	250775	\$34.20	\$46.14
4.064	Polish Sausage, O'Brien	245844	\$25.07	\$27.38
4.065	Polish Sausage, 6/1. O'Brien	245976	\$23.99	\$27.50
4.066	Pork fritter raw brd	252026	\$25.43	\$25.93
4.067	Pork Cubes, Diced, Roman Picc.	248932	\$30.80	\$33.45
4.071	Raw Pork Tenderloin Hormel 1990	272981	\$2.34	2.63/lb.
4.073	Sausage PC LK SKLS	246905	\$22.45	\$25.45
4.074	Pork Sausage Patty, Precooked. Swift	246557	\$17.52	\$19.42
4.075	Sausage Patty 1.5oz	242349	\$25.17	\$25.52
4.088	Turkey Franks, 8/1. Jennie-O - BID PER #	250783	\$8.90	\$14.90
4.090	Ham Patty CLD 120485	244295	\$25.22	\$26.25
4.099	Burgers, Garden Veggie	246948	\$42.50	\$43.18
4.100	Pork Ground Fine Unseasoned 80/20	265128	\$16.46	\$17.14
4.110	Turkey Sausage Lin, Jennie-O PC6140 No Substitutes	221589	\$30.60	\$30.80
4.112	Raw Bratwurst Pattie	182702	\$19.42	\$19.89
5.026	Orange Cake. Sara Lee #8243	242446	\$50.84	\$52.12
5.028	Brownies, sheet. Sara Lee #8241	242128	\$54.71	\$56.10
5.080	Pie Strawberry Rhubarb	237361	\$31.35	\$33.70
6.002	Apricot Juice. Caltex	241857	\$16.34	\$18.14

STATE OF NEBRASKA CONTRACT AMENDMENT

State Purchasing Bureau
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Lincoln, Nebraska 68508
OR
P.O. Box 94847
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Telephone: (402) 471-2401
Fax: (402) 471-2089

CONTRACT NUMBER
12250 OC

PAGE 1 of 3	ORDER DATE 09/14/10
BUSINESS UNIT 9002	BUYER JULIE DABYDEEN (AS)
VENDOR NUMBER: 507042	
VENDOR ADDRESS: THE THOMPSON CO, LLC 3636 W STOLLEY PARK ROAD PO BOX 1466 GRAND ISLAND NEBRASKA 68803-5656	

THE CONTRACT PERIOD IS:

SEPTEMBER 01, 2010 THROUGH AUGUST 31, 2011

THIS CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

NO ACTION ON THE PART OF THE VENDOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE EQUIPMENT OR SUPPLIES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE EQUIPMENT OR SUPPLIES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR ITEMS FROM OTHERS SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR AND THE STATE OF NEBRASKA.

Original Bid Document 12250 OC

Contract to supply and deliver Frozen Food Items as per the attached specifications, terms and conditions for a period of one (1) year beginning September 1, 2010 through August 31, 2011. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the vendor and the State of Nebraska.

Contract subject to thirty (30) days cancellation by either party upon written notice.

Quantities shown are estimates only and are not to be construed to mean firm quantities. The State of Nebraska reserves the right to increase or decrease any quantities shown.

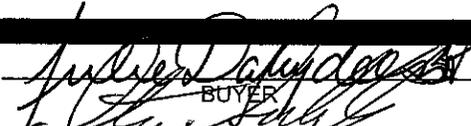
The State may request that payment be made electronically instead of by state warrant. ACH/EFT Enrollment Form can be found at:

<http://www.das.state.ne.us/accounting/forms/achenrol.pdf>

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system mean the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Responsibility Act of 1996, 8 U.S.C. 1324a, known as E-Verify Program, or an equivalent federal program designed 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 require 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.


BUYER
MATERIEL ADMINISTRATOR

STATE OF NEBRASKA CONTRACT AMENDMENT

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 Lincoln, Nebraska 68508
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CONTRACT NUMBER
12250 OC

PAGE 2 of 3	ORDER DATE 09/14/10
BUSINESS UNIT 9002	BUYER JULIE DABYDEEN (AS)
VENDOR NUMBER: 507042	

The parties hereby agree that the following documents are incorporated into the contract resulting from this Invitation to Bid:

1. The signed Invitation to Bid Contract document;
2. The original ITB document;
3. Any Addenda and or Amendments to include Questions and Answers;
4. Warranty documents supplied with the bid;
5. The contract award.

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 1 receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) the contract award, 2) ITB addenda or amendments, to include Questions and Answers, with the latest dated amendment having the highest priority, 3) the original ITB, 4) the signed ITB Contract document, 5) warranty documents supplied with the bid.

Any remaining uncertainty or ambiguity shall not be interpreted against either party because such party prepared any portion of the Agreement, but shall be interpreted according to the application of rules of interpretation of contracts generally.

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.

VENDOR CONTACT: Tom Wald
 PHONE: 308-382-6581
 FAX: 308-382-1813

THIS IS THE SECOND RENEWAL OF THE CONTRACT AND IS INCLUSIVE OF AMENDMENTS 1-9. Attachment 1 is price changes effective September 1, 2010. (08/20/10 jc)

AMENDMENT TEN (10) - Amended prices per Attachment 1 effective immediately. (09/14/10 jc)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	frozen items	1,031,000.0000	\$	1.0000


 BUYER INITIALS
 R43500\NISM0001 10C506

STANDARD CONDITIONS AND TERMS OF BID SOLICITATION AND OFFER Invitations to Bid and Contract Awards

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: <http://www.das.state.ne.us/materiel/purchasing/purchasing.htm>

SCOPE- These standard conditions and terms of bid solicitation and acceptance apply in like force to this inquiry and to any subsequent contract resulting therefrom.

PRICES- Prices quoted shall be net, including transportation and delivery charges fully prepaid by the bidder, F.O.B. destination named in the Invitation to Bid. 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.

EXECUTION- Bids must be signed in ink by the bidder on the State of Nebraska's Invitation to Bid form. All bids must be typewritten or in ink on the State of Nebraska's Invitation to Bid form. Erasures and alterations must be initialed by the bidder in ink. No telephone or voice bids will be accepted. Failure to comply with these provisions may result in the rejection of the bid.

FACSIMILE DOCUMENTS- The State Purchasing Bureau will only accept facsimile responses to Invitations to Bid on bids under \$25,000 and up to ten (10) pages. However, two party sealed bids containing facsimile pages are acceptable. No direct facsimile solicitation responses will be accepted for a commodity contract.

VALID BID TIME- Bids shall be firm for a minimum of sixty (60) calendar days after the opening date, unless otherwise stipulated by either party in the Invitation to Bid.

DISCOUNTS- Prices quoted shall be inclusive of ALL trade discounts. Cash discount terms of less than thirty (30) days will not be considered as part of the bid. Cash discount periods will be computed from the date of receipt of a properly executed claim voucher or the date of completion of delivery of all items in a satisfactory condition, whichever is later.

PAYMENT- Payment will be made by the responsible agency in conjunction with the State of Nebraska Prompt Payment Act 81-2401 through 2408. The State may request that payment be made electronically instead of by state warrant.

COLLUSIVE BIDDING- The bidder guarantees that the prices quoted have been arrived at without collusion with other eligible bidders and without effort to preclude the State of Nebraska from obtaining the lowest possible competitive price.

LUMP SUM OR ALL OR NONE BIDS- The State reserves the right to purchase item-by-item, by groups or as a total when the State may benefit by so doing. Bidders may submit a bid on an "all or none" or "lump sum" basis but should also submit a bid on an item-by-item basis. The term "all or none" means a conditional bid which requires the purchase of all items on which bids are offered and bidder declines to accept award on individual items; a "lump sum" bid is one in which the bidder offers a lower price than the sum of the individual bids if all items are purchased but agrees to deliver individual items at the prices quoted.

SPECIFICATIONS- Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for reference and not intended to limit competition, but will be used as the standard by which equivalent material offered will be judged. The State Purchasing Director will be the sole judge of equivalency. The bidder may offer any brand which meets or exceeds the specification. When a specific product is required, the Invitation to Bid will so state. Any item bid is to be the latest current model under standard production at the time of order. No used or refurbished equipment will be accepted, unless otherwise stated.

ALTERNATE/EQUIVALENT BIDS- Bidder may offer bids which are at variance from the express specifications of the Invitation to Bid. The State reserves the right to consider and accept such bids if, in the judgement of the State Purchasing Director, the bid will result in goods and/or services equivalent to or better than those which would be supplied in the original bid specifications. Bidders must indicate on the Invitation to Bid the manufacturer's name, number and shall submit with their bid, sketches, descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. Bids which do not comply with these requirements are subject to rejection. In the absence of any stated deviation or exception, the bid will be accepted as in strict compliance with all terms, conditions and specifications, and the bidder shall be held liable therefore.

SAMPLES- When requested, samples shall be furnished at the bidders expense prior to the opening of the bid, unless otherwise specified. Each sample must be labeled clearly and identify the bidders name, the Invitation to Bid number and the item number. Samples submitted must be representative of the commodities or equipment which would be delivered if awarded the bid. The State of Nebraska reserves the right to request samples even though this may not have been set forth in the Invitation to Bid. Samples not destroyed in testing will be returned at bidders expense, if requested, or will be donated to a public institution.

RECYCLING- 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 Section 81-15,159.

LATE BIDS- All bids will be time and date stamped upon receipt by the State Purchasing Bureau, and this shall be the official time and date of receipt. Bids received after the time of the bid opening will be considered late bids and will be returned to the bidder unopened. The State Purchasing Bureau is not responsible for late bids or lost requests due to mail service inadequacies, traffic or other similar reasons.

BID OPENING- Openings shall be public on the date and time specified on the Invitation to Bid form. It is the bidder's responsibility to assure the bid is delivered at the designated date, time and place of the bid opening. Telephone bids are not acceptable. A bid may not be altered after opening of the bids.

NO BID- If not submitting a bid, respond by returning the Invitation to Bid form explaining the reason in the space provided. Failure to respond to an Invitation to Bid may be cause for the removal of the bidder's name from the mailing list. NOTE: To qualify as a respondent, bidder must submit a "NO BID" and it must be received no later than the stated bid opening date and time.

AWARD- All purchases, leases, or contracts which are based on competitive bids will be awarded to the lowest responsible bidder, determined according to the provisions of State Statute Section 81-161, R.R.S. 1943. The State reserves the right to reject any or all bids, wholly or in part and to waive any deviations or errors that are not material, do not invalidate the legitimacy of the bid and do not improve the bidders competitive position. All awards will be made in a manner deemed in the best interest of the State.

BID TABULATIONS- Tabulations will be furnished upon written request. A self-addressed, stamped envelope which must include the agency and solicitation number must be enclosed. Bid tabulations will not be provided by telephone or facsimile. Bid files may be examined during normal working hours by appointment. Bid tabulations are available on the website at: <http://www.das.state.ne.us/materiel/purchasing/bidtabs.htm>

PERFORMANCE AND DEFAULT- The State reserves the right to require a performance bond from the successful bidder, as provided by law, without expense to the State. Otherwise, in case of default of the contractor, the State may procure the articles from other sources and hold the contractor responsible for any excess cost occasioned thereby.

IN-STATE PREFERENCE- A resident bidder shall be allowed a preference against a nonresident from a state which gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the nonresident bidders. Where the lowest responsible bid from a resident bidder is equal in all respects to one from a nonresident bidder from a state which has no preference law, the resident bidder shall be awarded the contract.

NONDISCRIMINATION- 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, to be employed in the performance of such contracts, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, sex, disability, or national origin. (State Statute Sections 48-1101 through 48-1125) The bidder 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 Invitation to Bid.

TAXES- Purchases made by the State of Nebraska are exempt from the payment of Federal Excise Taxes, and exemption certificates will be furnished on request. State and local taxes are exempt by State Statute Section 77-2704 (l) (m) R.R.S. 1943 and must not be included in the bid prices. Exemption by statute precludes the furnishing of State exemption certificates.

DRUG POLICY - Bidder 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.

GRIEVANCE AND PROTEST- Grievance and protest procedure is available by contacting the buyer. Protest must be filed within ten (10) days of award.

NE ACCESS TECHNOLOGY STANDARDS- Vendor agrees to ensure compliance with Nebraska Access Technology Standards. See website at:

<http://www.nitc.state.ne.us/standards/accessibility/>

Revised: 02/2004

Attachment 1

State Item #	Product Description	Thompson Item Number	State's Amended Price
2.015	Potatoes, Raw Cubed	249297	\$28.20
4.005	Pizza meat - Hamburger	250155	\$41.40
4.008	Beef Patties 4 oz Marinated/Thk&Jcy (Sysco Classic or Holten)	277967	\$32.70
4.063	Pepperoni sliced	250023	\$27.99
4.077	Pizza Meat - Sausage	250163	\$39.25
4.105	Beef Patties homestyle	272868	\$32.25
6.005	Grapefruit Juice Portions. Caltex	241903	\$20.55
6.006	Orange Juice Portions. Caltex	238392	\$15.89
6.007	Pineapple Juice Portions. Caltex	241946	\$20.59

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
301 Centennial Mall South, 1st Floor
Lincoln, Nebraska 68508

OR

P.O. Box 94847
Lincoln, Nebraska 68509-4847
Telephone: (402) 471-2401
Fax: (402) 471-2089

CONTRACT NUMBER
12250 OC

PAGE 1 of 3	ORDER DATE 08/20/10
BUSINESS UNIT 9002	BUYER JULIE DABYDEEN
VENDOR NUMBER: 507042	
VENDOR ADDRESS: THE THOMPSON CO, LLC 3636 W STOLLEY PARK ROAD PO BOX 1466 GRAND ISLAND NEBRASKA 68803-5656	

AN AWARD HAS BEEN MADE TO THE VENDOR NAMED ABOVE FOR THE FURNISHING OF EQUIPMENT, MATERIAL, OR SUPPLIES AS LISTED BELOW FOR THE PERIOD:

SEPTEMBER 01, 2010 THROUGH AUGUST 31, 2011

NO ACTION ON THE PART OF THE VENDOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE EQUIPMENT OR SUPPLIES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE EQUIPMENT OR SUPPLIES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR ITEMS FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR AND THE STATE OF NEBRASKA.

Original/Bid Document 12250 OC

Contract to supply and deliver Frozen Food Items as per the attached specifications, terms and conditions for a period of one (1) year beginning September 1, 2010 through August 31, 2011. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the vendor and the State of Nebraska.

Contract subject to thirty (30) days cancellation by either party upon written notice.

Quantities shown are estimates only and are not to be construed to mean firm quantities. The State of Nebraska reserves the right to increase or decrease any quantities shown.

The State may request that payment be made electronically instead of by state warrant. ACH/EFT Enrollment Form can be found at:

<http://www.das.state.ne.us/accounting/forms/achenrol.pdf>

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

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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.


BUYER

MATERIEL ADMINISTRATOR

BP/rg

STATE OF NEBRASKA CONTRACT AWARD

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PAGE 2 of 3	ORDER DATE 08/20/10
BUSINESS UNIT 9002	BUYER JULIE DABYDEEN
VENDOR NUMBER: 507042	

The parties hereby agree that the following documents are incorporated into the contract resulting from this Invitation to Bid:

1. The signed Invitation to Bid Contract document;
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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.

VENDOR CONTACT: Tom Wald
PHONE: 308-382-6581
FAX: 308-382-1813

THIS IS THE SECOND RENEWAL OF THE CONTRACT AND IS INCLUSIVE OF AMENDMENTS 1-9. Attachment 1 is price changes effective September 1, 2010. (08/20/10 jc)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	frozen items	1,031,000.0000	\$	1.0000


BUYER INITIALS

STANDARD CONDITIONS AND TERMS OF BID SOLICITATION AND OFFER Invitations to Bid and Contract Awards

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: <http://www.das.state.ne.us/materiel/purchasing/purchasing.htm>

SCOPE- These standard conditions and terms of bid solicitation and acceptance apply in like force to this inquiry and to any subsequent contract resulting therefrom.

PRICES- Prices quoted shall be net, including transportation and delivery charges fully prepaid by the bidder, F.O.B. destination named in the Invitation to Bid. 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.

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FACSIMILE DOCUMENTS- The State Purchasing Bureau will only accept facsimile responses to Invitations to Bid on bids under \$25,000 and up to ten (10) pages. However, two party sealed bids containing facsimile pages are acceptable. No direct facsimile solicitation responses will be accepted for a commodity contract.

VALID BID TIME- Bids shall be firm for a minimum of sixty (60) calendar days after the opening date, unless otherwise stipulated by either party in the Invitation to Bid.

DISCOUNTS- Prices quoted shall be inclusive of ALL trade discounts. Cash discount terms of less than thirty (30) days will not be considered as part of the bid. Cash discount periods will be computed from the date of receipt of a properly executed claim voucher or the date of completion of delivery of all items in a satisfactory condition, whichever is later.

PAYMENT- Payment will be made by the responsible agency in conjunction with the State of Nebraska Prompt Payment Act 81-2401 through 2408. The State may request that payment be made electronically instead of by state warrant.

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LUMP SUM OR ALL OR NONE BIDS- The State reserves the right to purchase item-by-item, by groups or as a total when the State may benefit by so doing. Bidders may submit a bid on an "all or none" or "lump sum" basis but should also submit a bid on an item-by-item basis. The term "all or none" means a conditional bid which requires the purchase of all items on which bids are offered and bidder declines to accept award on individual items; a "lump sum" bid is one in which the bidder offers a lower price than the sum of the individual bids if all items are purchased but agrees to deliver individual items at the prices quoted.

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SAMPLES- When requested, samples shall be furnished at the bidders expense prior to the opening of the bid, unless otherwise specified. Each sample must be labeled clearly and identify the bidders name, the Invitation to Bid number and the item number. Samples submitted must be representative of the commodities or equipment which would be delivered if awarded the bid. The State of Nebraska reserves the right to request samples even though this may not have been set forth in the Invitation to Bid. Samples not destroyed in testing will be returned at bidders expense, if requested, or will be donated to a public institution.

RECYCLING- 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 Section 81-15, 159.

LATE BIDS- All bids will be time and date stamped upon receipt by the State Purchasing Bureau, and this shall be the official time and date of receipt. Bids received after the time of the bid opening will be considered late bids and will be returned to the bidder unopened. The State Purchasing Bureau is not responsible for late bids or lost requests due to mail service inadequacies, traffic or other similar reasons.

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NO BID- If not submitting a bid, respond by returning the Invitation to Bid form explaining the reason in the space provided. Failure to respond to an Invitation to Bid may be cause for the removal of the bidder's name from the mailing list. NOTE: To qualify as a respondent, bidder must submit a "NO BID" and it must be received no later than the stated bid opening date and time.

AWARD- All purchases, leases, or contracts which are based on competitive bids will be awarded to the lowest responsible bidder, determined according to the provisions of State Statute Section 81-161, R.R.S. 1943. The State reserves the right to reject any or all bids, wholly or in part and to waive any deviations or errors that are not material, do not invalidate the legitimacy of the bid and do not improve the bidders competitive position. All awards will be made in a manner deemed in the best interest of the State.

BID TABULATIONS- Tabulations will be furnished upon written request. A self-addressed, stamped envelope which must include the agency and solicitation number must be enclosed. Bid tabulations will not be provided by telephone or facsimile. Bid files may be examined during normal working hours by appointment. Bid tabulations are available on the website at: <http://www.das.state.ne.us/materiel/purchasing/bidtabs.htm>

PERFORMANCE AND DEFAULT- The State reserves the right to require a performance bond from the successful bidder, as provided by law, without expense to the State. Otherwise, in case of default of the contractor, the State may procure the articles from other sources and hold the contractor responsible for any excess cost occasioned thereby.

IN-STATE PREFERENCE- A resident bidder shall be allowed a preference against a nonresident from a state which gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the nonresident bidders. Where the lowest responsible bid from a resident bidder is equal in all respects to one from a nonresident bidder from a state which has no preference law, the resident bidder shall be awarded the contract.

NONDISCRIMINATION- 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, to be employed in the performance of such contracts, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, sex, disability, or national origin. (State Statute Sections 48-1101 through 48-1125) The bidder 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 Invitation to Bid.

TAXES- Purchases made by the State of Nebraska are exempt from the payment of Federal Excise Taxes, and exemption certificates will be furnished on request. State and local taxes are exempt by State Statute Section 77-2704 (l) (m) R.R.S. 1943 and must not be included in the bid prices. Exemption by statute precludes the furnishing of State exemption certificates.

DRUG POLICY - Bidder 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.

GRIEVANCE AND PROTEST- Grievance and protest procedure is available by contacting the buyer. Protest must be filed within ten (10) days of award.

NE ACCESS TECHNOLOGY STANDARDS- Vendor agrees to ensure compliance with Nebraska Access Technology Standards. See website at:

<http://www.nitc.state.ne.us/standards/accessibility/>

Revised: 02/2004

**STATE OF NEBRASKA
SPECIAL BID CONDITIONS
FROZEN FOODS**

SCOPE

The intent of these requirements, which are in addition to those on the Invitation to Bid Form, Standard Conditions and Terms of the Bid Solicitation and Offer, is to establish a contract between the State of Nebraska and an acceptable vendor to **SUPPLY AND DELIVER FROZEN FOODS** to the Department of Health and Human Services, Department of Correctional Services and Game and Parks Commission.

NON-COMPLIANCE STATEMENT

Read this specification carefully. Any and all exceptions to this specification must be written on or attached to quotation request. Non-compliance can void your quotation.

TERMS OF CONTRACT

This contract is in effect for a period from September 1, 2010 through August 31, 2011. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the vendor and the State of Nebraska.

QUESTIONS AND ANSWERS

No interpretation related to the meaning of bid specifications or other pre-bid documents will be made orally to any Bidder by the State of Nebraska. Any request for bid interpretation must be put in writing and faxed by the Bidder to: State Purchasing Bureau, 301 Centennial Mall South, PO Box 94847, Lincoln, NE 68509, Fax (402) 471-2089 (Inquiries received within 48 hours of bid opening may not be addressed).

RIGHTS

Any resulting contract is an exclusive right to provide the type of supplies and services enumerated herein, except in those cases where a vendor cannot perform on an occasional basis, the State reserves the right, through the State Purchasing Bureau, to purchase items necessary for emergency needs. The State also reserves the right to participate in occasional "Opportunity Buys" that become available for contracted items when it is in the best interest of the State of Nebraska. The official Order Guide will be considered part of the contract document.

The State reserves the right to reject any and all bids, wholly or in part, to waive any technicality in any bid, to make awards in a manner deemed in the best interest of the State and, unless otherwise specified by the bidder, to accept any item in the bid.

CANCELLATION

This contract is subject to cancellation by either party upon 60 days written notice.

In the event a vendor fails to perform in good faith and in accordance with the terms of the contract, and cannot furnish good and sufficient cause for failure to perform, the contract shall be terminated, with the State of Nebraska providing 60 days notice to the vendor, in writing. Written notice shall be given to the vendor stating complete cause for termination

action. Circumstances such as strikes and/or fire over which the vendor has no control will not be considered sufficient cause for termination.

BREACH OF CONTRACT

In case of default of the contractor to deliver goods within delivery time specified, the State may procure articles from other sources and hold the contractor responsible for any excess cost occasioned hereby.

AUDIT REQUIREMENTS:

All Contractor books, records and documents relating to the products supplied under this contract shall be subject to audit at any reasonable time upon the provision of reasonable notice by the State. All records shall be maintained in accordance with generally accepted government accounting principles.

Contractor will be required to certify to the State in writing, on a yearly basis, that it has completed a self-audit of prices and that all contracted items have been billed at contract-awarded prices.

The contract shall also be subject to a quarterly audit by the State. The State may randomly select up to 30 items (or more, at the discretion of the State) off of the contract for which the Contractor shall be required to provide invoices showing actual prices billed to the State. The State will also verify that the contracted prices match those which are included on the Contractor's online order guide.

Contractor shall return to the State all payments made under the contract for any audit exceptions. The Contractor agrees to correct immediately any pricing deviations discovered in the course of an audit.

ANNUAL USAGE

The quantities listed in the Estimated Usage column represent an estimated 12-month usage of all items to be used by all State Agencies. These are not to be construed as minimum or maximum quantities. The contract shall be for the actual quantities of each commodity ordered by or for any of the state facilities for shipment during the life of the contract. **The Nebraska Veterans Home-Scottsbluff is not included in this contract.** **NOTE: This contract may be utilized by all State Agencies.** Cycle menus may be available to the awarded vendor.

PRICES

Prices quoted shall be net, including transportation and delivery charges fully prepaid by the bidder, FOB Destination to the state facilities listed. Vendor shall not include any manufacturer's rebates in their bid. All manufacturers' rebates are to be paid directly to the State of Nebraska Facilities. Prices quoted shall be unit price as specified in UM column. Example, UM column states CS, unit price offered shall be Case Price. Extended price shall be unit price offered multiplied by Est. Qty. column. Where UM is listed as CS, product will be purchased by the case. Bidders shall quote the actual pack size of the product that is being offered for bid. If the pack size differs from the pack size specified in the Invitation to Bid, the bidder shall note the actual pack size in their bid response.

Where brand names are given, they are listed as guides only, unless otherwise specified. Where listed as "**NO SUBSTITUTE**," this is the only product that will be accepted. Vendor is required to list brand name bidding, manufacturer's product code number and color label being quoted. Vendor should attach a descriptive list of quality color codes that are being quoted. Prices offered herein shall be firm against any increase for the initial three (3) months of the contract. The State of Nebraska will not pay more than awarded contract price since this is part of the Special Bid Conditions.

Prices quoted on products that use NCP commodities shall show the price with and without the NCP discount.

Request for price increases shall be submitted to the State Purchasing Bureau 30 days prior to the end of each quarter of the contract. Request for price increases must be accompanied by documentation, either a percentage of an increase or a copy of an old invoice from supplier and a copy of a new invoice from supplier showing price differences. **NO price increases are to be billed to the state facilities without prior written approval by the State Purchasing Bureau. Price increase becomes effective with all orders placed on or after the effective date.** The State of Nebraska shall receive full proportionate benefits of price decreases immediately upon their effective date.

When submitting requests for price changes, vendor shall be required to list the State Item Number and Complete identification of items being changed. Documentation Invoices **MUST** show the state's item number.

QUALITY

Bids will be accepted on those items listed or approved by the State of Nebraska. In all items bid, the State shall be responsible for determining equivalency. The bidder will be held accountable for what is specified. The State reserves the right to test any alternate item bid, prior to awarding. Samples shall be provided by the vendor at no additional cost to the State of Nebraska.

If product bid is determined not to be equivalent after bid has been awarded, vendor shall supply specified product per specification at bid price.

AWARD

The State of Nebraska does have an obligation to insure that all state facilities listed in this solicitation have a logical and assured delivery schedule. **The Nebraska Veterans Home in Scottsbluff is not included in this contract.** Accordingly, the State reserves the right to award the contract by individual state facility location and/or to more than one vendor. The State further reserves the right to award item by item or by group of items based upon total low for the items in each group. **Any exceptions to this condition by the bidder must be indicated on their bid and could be cause for rejection of bid.**

REQUIREMENTS

Order Book/Price List: As soon as possible after award of this contract, the Vendor shall provide one (1) order guide to each of the Department of Health and Human Services facilities, the Department of Correctional Services facilities and the Game and Parks Commission. The order guide should include the following by product category (all juices, all spices, etc.):

- Item description
- Pack size
- Vendor's stock number
- State of Nebraska item number
- State of Nebraska's cost

A second order guide shall be provided at the start of the contract numerically by vendor item number to each of the Department of Health and Human Services facilities, the Department of Correctional Services facilities and the Game and Parks Commission. The order guide should include the following:

- Vendor's stock number
- State of Nebraska item number
- Item description
- Pack size
- State of Nebraska's cost

Vendor shall work with the Department of Correctional Services, Purchasing on order guides for the Department of Corrections Facilities.

The Vendor will be required to provide updated order guides monthly.

A firm order will be provided to the successful bidder(s) by the ordering state facility at least one week before delivery is required.

Special Order Item: A special order item is defined as an item not currently on contract with the vendor but requested as a one-time purchase. The ordering facility will notify vendor three (3) weeks in advance for any special order items. These special order item(s) should be added on a separate sheet to be submitted with the regular order after having received pricing from the vendor. **ALL NON-CONTRACT ITEMS MUST BE INVOICED SEPARATELY.**

Fill Rates: Fill Rates for orders should be maintained at a 95% fill rate or higher and will be reviewed monthly. For purposes of this contract, fill rate will be defined as the total number of cases delivered divided by the total number of cases ordered. Pre approved substitutions for out of stock items will not be considered as filled for fill rate calculations.

Vendor is responsible for notifying facilities via telephone of items that are back ordered. In order to prevent shortages, items may be substituted; **provided, prior approval is obtained from the Food Service Director or Warehouse Supervisor of the state facility involved.**

A substituted item does not automatically become identified as an acceptable contract item. Each time a substitute item needs to be delivered to an ordering facility, the Vendor will be required to contact the facility Food Service Director or Warehouse Supervisor for authorization prior to the substituted item being invoiced and shipped. The substitute item "shall" be equivalent in quality and billed at the contracted price. (In the event the substitute item cost less than the original ordered item, the State will be charged at the lower price).

In the event that a shortage occurs, facility shall be notified of the shortage prior to delivery. Any substitutes that can be offered at that time will be determined and agreed upon by the facility Food Service Director or Warehouse Supervisor and the vendor representative.

Items shall only be substituted in the event of shortages, otherwise contractor shall supply item and brand as indicated in their bid response.

In the event a contract item is discontinued by the manufacturer, a substitute item will be requested from the contractor. Contract pricing of the substituted item will be determined by documentation showing margin on original contract item and applied to vendor cost of the substituted item. Item will become an accepted contract item upon approval of the State Purchasing Bureau.

DELIVERY

Delivery service to each state facility shall be available weekly, except each delivery shall be a minimum of 20 cases. This can be one product or a combination of individual products to meet the 20 case minimum. The first delivery shall not be required before the week of September 1, 2008.

Facility address and delivery contacts and times are on attached sheets.

USAGE REPORTS

Reports: All reports should be provided by the tenth of each month.

Contract Items Monthly and Year to Date Consumption Report by Facility, provided to Cindy Edwards, Department of Corrections Purchasing; Kathy Reidy, Department of Health and Human Services; Jolene Kumpula, Game & Parks Commission. This consumption report will list only those items ordered against the contract and approved substitutes. The report should include the following:

- Facility name and address
- Contract number
- State of Nebraska item number
- Vendor's stock number
- Pack size
- Item description
- Monthly usage
- Total Usage

Contract Items Monthly and Year to Date Consumption Report for all State Facilities, provided to the State Purchasing Bureau. The report should include the following:

- Contract number
- State of Nebraska item number
- Vendor's stock number
- Pack size
- Item description
- Estimated usage
- Monthly usage
- Total Usage

Non-Contract Items Monthly and Year to Date Consumption Report by Facility, provided to Cindy Edwards, Department of Corrections Purchasing; Kathy Reidy, Department of Health and Human Services; Jolene Kumpula, Game & Parks Commission. This consumption report will list only food items that are non-contract items, or the special order items. The report should include the following:

- Facility name and address
- Vendor's stock number
- Pack size
- Item description
- Monthly usage
- Total Usage

Non-Contract Items Monthly and Year to Date Consumption Report for all State Facilities, provided to the State Purchasing Bureau. The report should include the following:

- Vendor's stock number
- Pack size
- Item description
- Monthly usage
- Total Usage

Fill Rate Report Monthly for all State Facilities, provided to Cindy Edwards, Department of Corrections Purchasing; Kathy Reidy, Department of Health and Human Services; Jolene Kumpula, Game & Parks Commission and the State Purchasing Bureau. The report should include the following:

- Facility name
- Commodity
- Number of cases ordered
- Number of cases delivered
- Fill Rate percentage

INVOICES

An itemized invoice including the ordering agency name and individual, purchase order number, product description, unit cost, extension and total charges will be mailed to the bill to address on the purchase order. Discrepancies on invoices will be corrected to the State's satisfaction within fifteen (15) days.

CONTRACT ADDITIONS

During the term of the contract, State agency needs may change which may require the addition of items to the contract. The addition of items to contract will be initiated by a State agency making a request to the State Purchasing Bureau to add items to the contract. State Purchasing will then obtain contract pricing from the contracted vendor and upon mutual agreement between State Purchasing, the requesting State agency and the contracted vendor the items will be added to the contract through a contract amendment.

TESTING

The State of Nebraska reserves the right to conduct random testing of USDA graded

products. Samples will be sent to a USDA grading site. If said samples meet USDA requirements, the cost of testing will be paid by the State of Nebraska. If said samples fail to meet USDA requirements, all costs incurred by the State of Nebraska will be paid by the contractor. In addition, all inventory held by the State of Nebraska of said product shall be replaced by the vendor with a product that meets USDA requirements, at no additional cost to the State of Nebraska.

Direct all inquiries to the buyer: Julie Dabydeen at (402) 471-1428 or (402) 471-2401, State Purchasing Bureau, P.O. Box 94847, 301 Centennial Mall South Mall Level, Lincoln, Nebraska 68509.

**HHS FACILITIES
VENDOR RECEIVING HOURS AND LOCATIONS
NO DELIVERIES WILL BE ACCEPTED ON STATE HOLIDAYS**

A.	Beatrice St Development Ctr 3000 E Lincoln Blvd Beatrice, NE 68310 Pam Gerdes, Purchasing Craig Garner, Food Svc 402/223/6600 Fax: 402/223/7546	Dock 1 Sheridan Ind Dock 2 Maintenance Dock 3 K Bldg Supply Dock 4 Pharmacy Dock 5 Laundry Dock 6 Food Svc	7:30 a.m. - 3:30 p.m. 7:00 a.m. - 3:30 p.m. 8:00 a.m. - 3:30 p.m. 7:00 a.m. - 4:30 p.m. 6:30 a.m. - 12:00 p.m. 7:00 a.m. - 3:00 p.m.
B.	Norfolk Veterans' Home 600 E Benjamin Ave Norfolk, NE 68701 402/370/3330 Fax: 402/370/3190	Lori Keenan, Bus. Mgr. 402-370-3178 Joe Mrsny, Food Service 402-370-4472 Kate Renter, Supply Supervisor 402-370-3104	6:30 a.m. - 2:00 p.m. No deliveries accepted: 12:00pm-12:30pm
C.	Nebraska Veterans' Home 2300 West Capital Ave, Burkett Station Grand Island, NE 68803 308/385/6252 Fax: 308/385/6257	Loading Dock WWII Bldg Kathy Jensen, Food Svc Rod Halm, Commissary Sup.	8:00 a.m. -12:30 p.m. 1:00 p.m. - 4:00 p.m.
D.	Hastings Regional Center W 2 St, PO Box 579 Hastings, NE 68901 Carol Harrenstein, Purchasing Lisa Sedlak, Food Svc Dir 402/462/1971 Fax: 402/460/3134	Bldg 3 Pharmacy Bldg 15 Food Supply Bld 7 Inst Supply Bldg 5 UPS	8:00 a.m. - 4:30 p.m. 8:00 a.m. - 3:30 p.m. 8:00 a.m. - 4:30 p.m. 8:00 a.m. - 4:30 p.m.
E.	Eastern Nebraska Veteran's Home 12505 South 40 th Street Bellevue, NE 68123 402/595/2180 Fax: 402/595/2294	Verna Evans, Bus Mgr Dan Shepler, Food Svc	8:00 a.m. -12:30 p.m. 1:00 p.m. - 4:30 p.m.
F.	Lincoln Regional Center 2705 Folsom St. Lincoln, NE 68522 402/471/4444	K Bldg (All Deliveries) Randy Willey, Administrator of Financial Management 479/5244 Paula Nicholls, Food Svc 479/5444	5:00 a.m. - 12:00 p.m.
G.	Western Nebraska Veterans' Home 1102 W 42 St Scottsbluff, NE 69361 308/632/0300	Main Bldg Sandy Schuldies, Bus Mgr 308-632-0314 Janet Boyer, Food Svc 308-632-0327	5:00 a.m. - 4:00 p.m. No deliveries accepted: 12:00 p.m. - 1:30 p.m. Deliveries must be made three (3) times a week. Deliveries allowed on holidays for this facility.

**HHS FACILITIES
 VENDOR RECEIVING HOURS AND LOCATIONS
NO DELIVERIES WILL BE ACCEPTED ON STATE HOLIDAYS**

H.	Norfolk Regional Cntr 1700 N Victory Rd Norfolk, NE 68701 402/370/3207 Fax: 402/370/3194	Lori Rector, Food Service Supervisor 402-370-3206 Diane Charles, 402-370-3358	8:00 a.m. - 4:00 p.m. No deliveries between 12:00 p.m. and 12:30 p.m. No deliveries Saturday or Sunday
I.	Center For Children/Youth Lincoln Reg. Ctr., East Campus 5845 Huntington Ave. Lincoln, NE 68507 402/471/6969	Charles Wooldridge, Non Clinical Supervisor Kitchen: 402-471-6912 Fax: 402-471-6948	8:00 a.m. - 4:30 p.m.
J.	Youth Rehab & Treatment Ctr Route 1, Box 23A Geneva, NE 68361 402/759/3164 Fax: 402/759/4804	Sandi Renken, Business Mgr. Jon Eisenhaur, Food Service, Mgr Sally Miller, Supply Clerk	8:00 a.m. - 4:00 p.m. Monday-Friday
K.	Youth Rehab & Treatment Ctr 2802 30 th Avenue Kearney, NE 68845 308/865/5313 Fax: 308/865/5323	Rita Uldrich, Business Mgr. Lindsey Eads, Purchasing Mary Wright, Food Svc	8:00 a.m. - 4:00 p.m. Monday - Friday No Delivery 11:30 a.m. - 12:30 p.m.

ADDRESS AND RECEIVING HOURS FOR NEBRASKA DEPARTMENT OF CORRECTIONS FACILITIES

Facility Letter	Facility Address & Telephone Number	Phone/Fax Number	Delivery Hours	Business Mgr./ Phone Number	Special Instructions
A	DCS Central Warehouse 1001 Pioneers Blvd Lincoln, NE 68502	Phone: 402-479-3010 Fax: 402-479-3248	Monday - Friday 7:00 AM -11:30 AM 12:00 PM-3:00 PM	Rex Haake 479-3010 Karina Farritor	
B	Tecumseh State Correctional Institution P.O. Box 900 Tecumseh, NE 68450	Phone: 402-335-5998 Fax: 402-335-5115	Monday-Friday 8:00AM-4:00PM	Kim Beethe 402-335-5109	Ross Pettinger, Warehouse Teresa Kalin, FSD 402-335-5998
F	Diagnostic & Evaluation Center 3220 West Van Dorn St Lincoln, NE 68522 <u>POST OFFICE ADDRESS:</u> P.O. Box 22800/Lincoln, NE 68542	Phone: 402-471-3330 Fax: 479-6239	Monday - Friday 7:00 AM -11:30 AM 12:00 PM-3:00 PM	Jerry Breazile 479-6390 Ken Jurek, FSD	All items delivered to Central Warehouse unless otherwise requested.
H	Lincoln Correctional Center 3216 West Van Dorn St. 68522 P.O. Box 22800 Lincoln, NE 68542	Phone: 402-471-2861 Fax: 402-479-6100	Monday - Friday 7:00 AM -11:30 AM 12:00 PM-3:00 PM	Amber Wiens 479-6162 Ken Jurek, FSD 402-479-6215	All items delivered to Central Warehouse unless otherwise requested.
I	Cornhusker State Industries (Bus Office) 800 Pioneers Blvd. Lincoln, NE 68522	Phone: 402-471-4597 Fax: 402-479-5627	8:00 AM-4:00 PM	Mike Martin	
I	Cornhusker State Industries (Warehouse) 800 Pioneers Blvd. Lincoln, NE 68522	Phone: 402-471-1264 Fax: 402-471-1263	7:30AM-3:00PM	Mike Martin	Full semi-loads requested before noon
J	Nebraska State Penitentiary 4201 S. 14th Street Lincoln, NE 68502 <u>POST OFFICE ADDRESS:</u> P.O. Box 2500 Lincoln, NE 68542	Phone: 402-471-3161 Fax: 402-471-4326	Monday - Friday 7:00 AM -11:30 AM 12:00 PM-3:00 PM	Bruce Hunzeker 479-3217 Jennifer Johns, FSD Luciano Medel, FSD	All items delivered to Central Warehouse unless otherwise requested. 402-479-3319 402-479-3439
K	Nebraska Correctional Youth Facility 2610 N. 20th Street East Omaha, NE 68110	Phone: 402-595-2000	8:00AM-11:00AM & 1:00pm-3:30pm	Paul Lienke 402-997-7442	S. Patrick Johnson, FSD 402-997-7445
L	Omaha Correctional Center P.O. Box 11099 Omaha, NE 68111	Phone: 402-595-3963 Fax: 402-595-2227	7:30AM-10:30AM & 12:30PM-3:30PM	Tom Lopez 402-522-7001	Tom Davis, Warehouse Mgr Tim Dickey, FSD 402-522-7010
M	Work Ethic Camp 2309 N Hwy 83 McCook, NE 69001 <u>POST OFFICE ADDRESS:</u> P.O. Box 1150 McCook, NE 69001-1150	Phone: 308-345-8405 Fax: 308-345-8407	Call prior to delivery	Jon Anderjaska	Cindy Fritsche, FSD 308-345-8405 x 242
O	Community Correctional Center - Omaha 2320 E Avenue "J" Omaha, NE 68110	Phone: 402-595-2010 Fax: 402-595-2227	7:30AM-10:30AM & 12:30PM-3:30PM	Tom Lopez 402-522-7001	Tom Davis, Warehouse Mgr Doris Desutter, FSD 402-522-7065
P	Residential Treatment Center - @ NSP 4201 S. 14th Street Lincoln, NE 68502 <u>POST OFFICE ADDRESS:</u> P.O. Box 2500 Lincoln, NE 68542	Phone: 402-479-3397	Monday - Friday 7:00AM-11:30AM 12:00PM-3:00PM	Sheryl Tyrrell 479-3026 Karen Mayo 479-3025	All items delivered to Central Warehouse unless otherwise requested.
Q	DCS Pharmacy 2620 West Van Dorn St. Lincoln, NE 68522	Pharmacy Phone: 402-471-7800 Medical Supply Phone: 402-471-7800 Fax: 402-471-7809	Monday - Friday 7:00AM-3:30PM	Deb Humphrey 471-7805	
R	Nebraska Correctional Center for Women 1107 Recharge Rd York, NE 68467-8003	Phone: 402-362-3317 Fax: 402-362-3892	Monday - Friday 7:30AM-10:45AM 1:30PM-4:00PM	Lisa Stanton 402-362-3317 x 222 Joyce Plock FSD	* See note below 402-362-3317 x 252

ADDRESS AND RECEIVING HOURS FOR NEBRASKA DEPARTMENT OF CORRECTIONS FACILITIES

Facility Letter	Facility Address & Telephone Number	Phone/Fax Number	Delivery Hours	Business Mgr./ Phone Number	Special Instructions
T	Central Office, Bldg #1 (Double "Y") 801 W. Prospector Place, Bldg. #1 Lincoln, NE 68522 <u>POST OFFICE ADDRESS:</u> P.O. Box 94661 Lincoln, NE 68509	Phone: 402-471-2654	Monday - Friday 7:00 AM -11:30 AM 12:00 PM-3:00 PM	None--Contact Katina Farritor 479-5712	All items delivered to Central Warehouse unless otherwise requested.
W	Community Correctional Center - Lincoln 2720 West Van Dorn St. Lincoln, NE 68522 <u>POST OFFICE ADDRESS:</u> P.O. Box 2200 Lincoln, NE 68542	Phone: 402-471-6271 Fax: 402-471-6268	Monday - Friday 7:00 AM -11:30 AM 12:00 PM-3:00 PM	Sharon Baker 471-6258	All items delivered to Central Warehouse unless otherwise requested. Belinda England, FSD 402-471-6263
Z	Federal Surplus 2700 West Van Dorn St. Lincoln, NE 68522	Phone: 402-471-2677	Monday - Friday 7:00 AM -11:30 AM 12:00 PM-3:00 PM	Heather Kolb	

ALL INVOICES SHOULD BE SENT TO:
DEPARTMENT OF CORRECTIONAL SERVICES
ACCOUNTS PAYABLE
P.O. BOX 94661
LINCOLN, NE 68509-4661

*This facility does not have a warehouse or loading dock or available staff to unload shipments. The delivery driver will be required to unload the shipment with minimal or no assistance from the facility.

Updated 3/31/2009

Attachment 1

State Item #	Product Description	Thompson Item Number	State's Current Price	State's New Price
2.023	Broccoli Cuts. Must meet US Grade A. One inch cut, with not more than 10% by weight of the pieces exceeding 1 1/2" in length. At least 30% by weight of the product shall be head material, with not more than 10% of the product composed of leaf material.	257281	\$25.49	\$22.94
2.043	Vegetables, Normandy Blend. Must meet US Grade A. Veg blend must contain the following: Broccoli cuts 1" minimum 30% head materials 40%; Cauliflower 3/4" to 1 1/4" 30%, and Crinkle Cut Carrots, uniform small or medium 30%	273724	\$26.10	\$31.05
2.057	Yam Patties, Candied. Ore-Ida	249726	\$22.80	\$23.71
2.061	Froz Raspberries	244422	\$34.00	\$28.20
4.003	Bacon PK Raw	244929	\$35.33	\$45.08
4.005	Pizza meat - Hamburger	250155	\$36.60	\$45.08
4.008	Beef Patties 4 oz Marinated/Thk&Jcy (Sysco Classic or Holten)	277967	\$28.65	\$41.40
4.009	Beef Patties 5.33oz Marinated/Thk&Jcy (Sysco Classic or Holten#375353)	272868	\$28.65	\$32.25
4.012	Frank (hot dog) all beef	560049	\$19.77	\$20.77
4.044	Catfish Filet Unbrd Raw 5-7oz,(Heartland#11030	242888	\$53.35	\$55.30
4.057	Gyro sliced	555320	\$52.80	\$55.80
4.062	Pepperoni, Doscikal	250503	\$59.00	\$64.50
4.063	Pepperoni sliced	250023	\$24.39	\$64.50
4.064	Polish Sausage, O'Brien	245844	\$22.57	\$25.07
4.065	Polish Sausage, 6/1. O'Brien	245976	\$21.49	\$23.99
4.075	Sausage Patty 1.5oz	242349	\$21.17	\$25.17
4.077	Pizza Meat - Sausage	250163	\$35.25	\$25.17
4.080	Roast Bf, Deli, Presliced, 0.5 ounce each	247502	\$52.31	\$55.31
4.083	Sirloin Patty, holton	245712	\$39.00	\$43.80

4.090	Ham Patty CLD 120485	244295	\$21.82	\$25.22
4.095	Turkey Roll White	571024	\$28.40	\$29.80
4.100	Pork Ground Fine Unseasoned 80/20	265128	\$10.76	\$16.46
4.104	Beef, Roast Medium	566012	\$4.01	\$4.21
4.105	Beef pataties homestyle	272868	\$28.65	\$32.55
4.112	Raw Bratwurst Pattie	182702	\$17.12	\$19.42
5.013	Pizza Crust (Oven Fresh Co)	520063	\$17.60	\$18.24
5.019	Apple Streusel Cake. ComSource #5402	242101	\$39.17	\$39.66
5.020	Banana Cake. Sara Lee #8242	242411	\$50.84	\$52.12
5.022	Chocolate Sheet Cake. Sara Lee #8244	242403	\$51.22	\$52.51
5.066	Pie Shells, 10 inch. Made with 100% Veg shortening. Chef Pierre	237469	\$24.85	\$25.22
5.069	Blueberry Pie. Chef Pierre	236101	\$33.68	\$36.68
5.076	Lemon Meringue Pie. Chef Pierre	242489	\$33.59	\$34.15
6.005	Grapefruit Juice Portions. Caltex	241903	\$19.60	\$34.15
6.006	Orange Juice Portions. Caltex	238392	\$14.84	\$20.55
6.007	Pineapple Juice Portions. Caltex	241946	\$20.34	\$15.89
6.009	Tomato Juice. Caltex	241962	\$14.41	\$15.06