

STATE OF NEBRASKA SERVICE CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, NE 68508
Telephone: (402) 471-6500
Fax: (402) 471-2089

PAGE 1 of 2	ORDER DATE 03/23/15
BUSINESS UNIT 9000	BUYER MICHELLE THOMPSON (AS)
VENDOR NUMBER: 501090	
VENDOR ADDRESS: CONSOLIDATED MANAGEMENT COMPANY 2670 106TH ST STE 140 DES MOINES IOWA 50322-3746	

CONTRACT NUMBER
47908 04

AN AWARD HAS BEEN MADE TO THE VENDOR/CONTRACTOR NAMED ABOVE FOR THE SERVICES AS LISTED BELOW FOR THE PERIOD:

APRIL 26, 2015 THROUGH APRIL 25, 2016

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES 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/CONTRACTOR AND THE STATE OF NEBRASKA.

Contract to supply and deliver On-Site Food Service at the Nebraska Law Enforcement Training Center to the State of Nebraska as per the attached specifications for the contract period April 26, 2015 through April 25, 2016. 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.

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 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.

The contractor, by signature to the Request For Proposal, 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.

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: http://das.nebraska.gov/lb403/attestation_form.pdf
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.

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

1. Amendment to Contract Award with the most recent dated amendment having the highest priority;

3/24/15
MT
Michelle Thompson *3-25-15*
BUYER
3-27-15
MATERIEL ADMINISTRATOR

STATE OF NEBRASKA SERVICE CONTRACT AWARD

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PAGE 2 of 2	ORDER DATE 03/23/15
BUSINESS UNIT 9000	BUYER MICHELLE THOMPSON (AS)
VENDOR NUMBER: 501090	

CONTRACT NUMBER
47908 04

2. Contract Award and any attached Addenda;
3. The signed Request for Proposal form and the Contractor's proposal;
4. Amendments to RFP and any Questions and Answers; and
5. The original RFP document and any Addenda.

These documents constitute the entirety of the contract.

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

Any ambiguity in any provision of this contract which shall be discovered after its execution shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.
 Once Requests for Proposal are opened they become the property of the State of Nebraska and will not be returned.

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 III and that any limitation of liability shall not be binding on the State of Nebraska despite inclusion of such language in documents supplied by the contractor's bid response.

Vendor Contact: Andy Stephens
 Phone: 515-278-9774
 E-Mail: astephens@consolidatedmgmt.com

THIS IS THE SECOND RENEWAL OF THE CONTRACT AS AMENDED. (03/23/15)

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	BREAKFAST	150.0000	EA	4.2500	637.50
2	LUNCH	500.0000	EA	9.5000	4,750.00
3	DINNER	100.0000	EA	9.5000	950.00
	DAY TOTAL \$23.25				
4	ALA CARTE	1,000.0000	\$	1.0000	1,000.00
	Total Order				7,337.50

MIT 3-25-15
 BUYER INITIALS

STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508
OR
P.O. Box 94847
Lincoln, Nebraska 68509-4847
Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
47908 04

PAGE 1 of 2	ORDER DATE 12/23/14
BUSINESS UNIT 9000	BUYER MICHELLE THOMPSON (AS)
VENDOR NUMBER: 501090	
VENDOR ADDRESS: CONSOLIDATED MANAGEMENT COMPANY 2670 106TH ST STE 140 DES MOINES IOWA 50322-3746	

THE CONTRACT PERIOD IS:

APRIL 26, 2014 THROUGH APRIL 25, 2015

THIS SERVICE CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES 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/CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 3562 Z1

Contract to supply and deliver On-Site Food Service at the Nebraska Law Enforcement Training Center to the State of Nebraska as per the attached specifications for a one (1) year period from date of award. The contract may be renewed for one (1) additional one (1) year period when mutually agreeable to the vendor and the State of Nebraska. 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.

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 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.

The contractor, by signature to the Request For Proposal, 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.

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: http://das.nebraska.gov/lb403/attestation_form.pdf
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

12/23/14
PK
Michelle Thompson 12.23.14
BUYER
12-24-14
MATERIEL ADMINISTRATOR

STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

State Purchasing Bureau
 1526 K Street, Suite 130
 Lincoln, Nebraska 68508
 OR
 P.O. Box 94847
 Lincoln, Nebraska 68509-4847
 Telephone: (402) 471-6500
 Fax: (402) 471-2089

CONTRACT NUMBER
47908 O4

PAGE 2 of 2	ORDER DATE 12/23/14
BUSINESS UNIT 9000	BUYER MICHELLE THOMPSON (AS)
VENDOR NUMBER: 501090	

disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

The contract resulting from the Invitation to Bid shall incorporate the following documents:

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

These documents constitute the entirety of the contract.

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

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

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

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 III and that any limitation of liability shall not be binding on the State of Nebraska despite inclusion of such language in documents supplied by the contractor' s bid response.

Vendor Contact: Andy Stephens
 Phone: 515-278-9774
 E-Mail: astephens@consolidatedmgmt.com

THIS IS THE FIRST RENEWAL OF THE CONTRACT AS AMENDED. (04/08/2014 ked)

AMENDMENT ONE (1) as attached (12/23/14 ld)

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	BREAKFAST	150.0000	EA	4.2500	637.50
2	LUNCH	500.0000	EA	9.5000	4,750.00
3	DINNER	100.0000	EA	9.5000	950.00
	DAY TOTAL \$23.25				
4	ALA CARTE	1,000.0000	\$	1.0000	1,000.00
	Total Order				7,337.50

MTT 12-23-14
 BUYER INITIALS

AMENDMENT ONE

47908 O4

On-Site Food Service at the Nebraska Law Enforcement Training Center for the State of
Nebraska

Between

The State of Nebraska and Consolidated Management Company

This Amendment (the "Amendment") is made by the State of Nebraska and Consolidated Management Company, parties to Contract 47908 O4 (the "Contract"), and upon mutual agreement and other valuable consideration the parties agree to and hereby amend the contract as follows:

The current vendor is removed in its entirety and replaced with:

Vendor: Andy Stephens

Phone: 515-278-9774

E-Mail: astephens@consolidatedmgmt.com

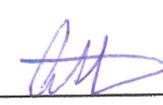
This amendment and any attachments hereto will become part of the Contract. Except as set forth in this Amendment, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Contract or any earlier amendment, the terms of this amendment will prevail.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date of execution by both parties below.

State of Nebraska

Contractor: Consolidated Management Company

By:  _____

By:  _____

Name: Bo Botelho

Name: Andy Stephens

Title: Materiel Administrator

Title: Operations Specialist

Date: 12-29-14

Date: 12-12-14

STATE OF NEBRASKA SERVICE CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

OR

P.O. Box 94847
Lincoln, Nebraska 68509-4847
Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
47908 04

PAGE 1 of 2	ORDER DATE 04/08/14
BUSINESS UNIT 9000	BUYER MICHELLE THOMPSON (AS)
VENDOR NUMBER: 501090	
VENDOR ADDRESS: CONSOLIDATED MANAGEMENT COMPANY 2670 106TH ST STE 140 DES MOINES IOWA 50322-3746	

AN AWARD HAS BEEN MADE TO THE VENDOR/CONTRACTOR NAMED ABOVE FOR THE SERVICES AS LISTED BELOW FOR THE PERIOD:

APRIL 26, 2014 THROUGH APRIL 25, 2015

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

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Original/Bid Document 3562 Z1

Contract to supply and deliver On-Site Food Service at the Nebraska Law Enforcement Training Center to the State of Nebraska as per the attached specifications for a one (1) year period from date of award. The contract may be renewed for one (1) additional one (1) year period when mutually agreeable to the vendor and the State of Nebraska. 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.

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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The contractor, by signature to the Request For Proposal, 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.

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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.

The contract resulting from the Invitation to Bid shall incorporate the following documents:


BUYER
5/10/14
MATERIEL ADMINISTRATOR

STATE OF NEBRASKA SERVICE CONTRACT AWARD

State Purchasing Bureau
 1526 K Street, Suite 130
 Lincoln, Nebraska 68508
 OR
 P.O. Box 94847
 Lincoln, Nebraska 68509-4847
 Telephone: (402) 471-6500
 Fax: (402) 471-2089

CONTRACT NUMBER
47908 04

PAGE 2 of 2	ORDER DATE 04/08/14
BUSINESS UNIT 9000	BUYER MICHELLE THOMPSON (AS)
VENDOR NUMBER: 501090	

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

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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 III and that any limitation of liability shall not be binding on the State of Nebraska despite inclusion of such language in documents supplied by the contractor's bid response.

Vendor Contact: Scott Garrett
 Phone: 515-278-9774
 Fax: 515-254-0394
 E-Mail: sgarrett@consolidatedmgmt.com

THIS IS THE FIRST RENEWAL OF THE CONTRACT AS AMENDED. (04/08/2014 ked)

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	BREAKFAST	150.0000	EA	4.2500	637.50
2	LUNCH	500.0000	EA	9.5000	4,750.00
3	DINNER	100.0000	EA	9.5000	950.00
	DAY TOTAL \$23.25				
4	ALA CARTE	1,000.0000	\$	1.0000	1,000.00
	Total Order				7,337.50

MT 4-8-14
 BUYER INITIALS

STATE OF NEBRASKA SERVICE 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
47908 O4

PAGE 1 of 2	ORDER DATE 04/26/11
BUSINESS UNIT 9000	BUYER SUZANNE SIEMER (AS)
VENDOR NUMBER: 501090	
VENDOR ADDRESS: CONSOLIDATED MGT CO 2670 106TH ST STE 140 DES MOINES IOWA 50325-0097	

AN AWARD HAS BEEN MADE TO THE VENDOR/CONTRACTOR NAMED ABOVE FOR THE SERVICES AS LISTED BELOW FOR THE PERIOD:

APRIL 26, 2011 THROUGH APRIL 25, 2014

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES 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/CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 3562 Z1

Contract to provide On-Site Food Service at the Nebraska Law Enforcement Training Center to the State of Nebraska, for a period effective April 26, 2011 through April 25, 2014 with the option to renew for two (2) additional one (1) year periods as mutually agreed upon by all parties.

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>

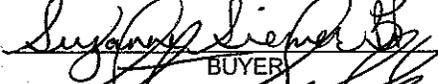
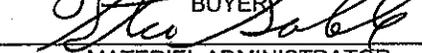
The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system mean the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and 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.

The contractor 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. 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.

The contract shall incorporate the following previously submitted documents:

1. Contract Award;
2. Any Contract Amendments, in order of significance;
3. Any Request for Proposal Addenda and/or Amendments to include Questions and Answers;
4. The original RFP document;
5. The signed Request for Proposal form; and


BUYER

MATERIEL ADMINISTRATOR

STATE OF NEBRASKA SERVICE CONTRACT AWARD

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

OR
P.O. Box 94847
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CONTRACT NUMBER
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PAGE 2 of 2	ORDER DATE 04/26/11
BUSINESS UNIT 9000	BUYER SUZANNE SIEMER (AS)
VENDOR NUMBER: 501090	

6. The Contractor's Proposal.

Vendor Contact: Scott Garrett
Phone: 515-278-9774
Fax: 515-254-0394
E-Mail: sgarrett@consolidatedmngmt.com

jc 04/26/11

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	BREAKFAST	150.0000	EA	4.2500	637.50
2	LUNCH	500.0000	EA	9.5000	4,750.00
3	DINNER	100.0000	EA	9.5000	950.00
DAY TOTAL \$23.25					
4	ALA CARTE	1,000.0000	\$	1.0000	1,000.00
Total Order					7,337.50



SMS
BUYER INITIALS

ADDENDUM ONE
RFP 3562Z1

The parties hereby agree that the EARLY TERMINATION language in the above referenced RFP, Section III. Y. EARLY TERMINATION has been amended to read as follows:

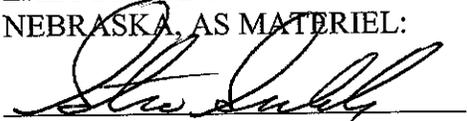
Y. EARLY TERMINATION

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 notice to the contractor. Consolidated Management Company (the Contractor), in its sole discretion, may terminate the contract for any reason upon 120 days notice to the State. If either party terminates the contract for any reason, Consolidated Management agrees to still maintain the original menu plan in its entirety until the last day of the contract period. 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.

EXECUTED BY STATE OF
NEBRASKA, AS MATERIEL:



Signature

Steve Sulek
Name printed

Administrator
Title

05/02/11
Date

EXECUTED BY CONSOLIDATED
MANAGEMENT COMPANY:



Signature

Rick W. LEVI
Name printed

CEO
Title

4/21/11
Date

Request for Proposal Number 3562 Z1
Contract Number 47908 O4
Proposal Opening: March 30, 2011

In accordance with Nebraska Revised Statutes §84.712.05(3), the following material(s) has not been included due to it being marked proprietary.

Consolidated Management Company

1. Corporate Overview, pages 66 - 70

In accordance with Federal U.S. Copyright Law Title 17 U.S.C. Section 101 et seq., Title 18 U.S.C. 2319, the following material(s) has not been included due to them being copyrighted.

Consolidated Management Company

1. None



May 15, 2014

Brenda Pape
Procurement Manager
State Purchasing Bureau
PO Box 94847
Lincoln, NE 68509-4847

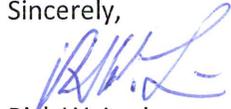
RE: Contract No. 47908 O4 (RFP 3562Z1 – On-site Food Service at Nebraska Law Enforcement Training Ctr)

Dear Ms. Pape:

We are writing to respond to your letter dated May 2, 2014 addressed to Scott Garrett, regarding publishing the above contract on your website. After reviewing the information provided, we are withdrawing our “confidential and proprietary” marking on the proposal. You may publish it in its entirety on your website for public viewing.

Please contact me if you have any questions.

Sincerely,

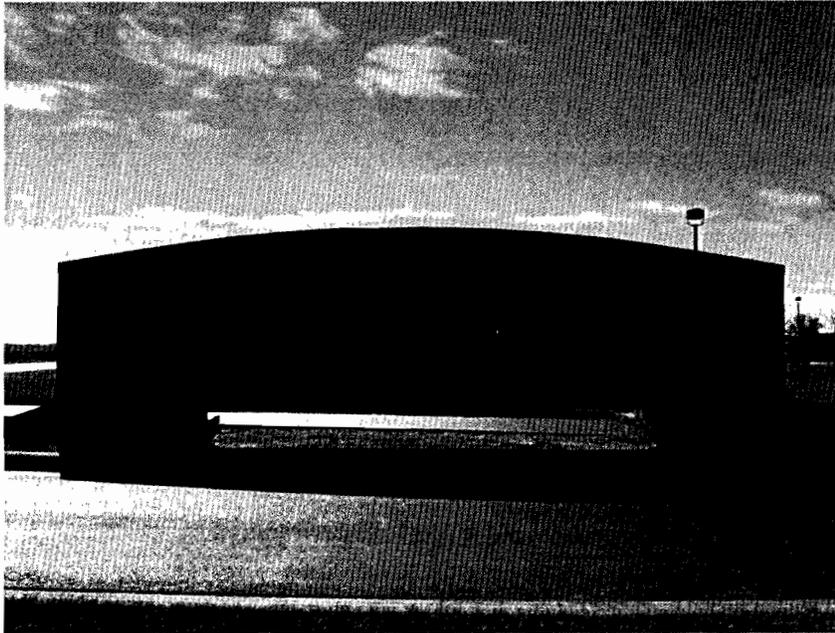


Rick W. Levi
President / CEO

RWL/wss

ORIGINAL

Nebraska Law Enforcement Training Facility



Consolidated Management Company



2670 106th Street, Suite 140
Des Moines, Iowa 50322
515-278-9774

www.consolidatedmgmt.com

March 30, 2011



**Consolidated
Management
Company**

March 30, 2011

Ms. Suzanne Siemer
State Purchasing Bureau
301 Centennial Mall South, Mall Level
Lincoln, NE 68508

Dear Ms. Siemer:

Mark Twain once remarked: "Always do right. This will gratify some people, and astonish the rest."

When you choose Consolidated Management Company (CMCo.) you are getting a company with a reputation of being a "Straight Shooter", a company that does what they say they will do, a company that always strives to do right. Don't just take our word on this. In our proposal you will find references that bear out our claim.

We would like your business. Read on to see why we are uniquely qualified to operate your food service!

Sincerely,

Scott Garrett
Operations Specialist

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**Consolidated
Management
Company**

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Please note all documents and information contained in this proposal are considered **confidential and proprietary**, and cannot be shared without the expressed written consent of CMCo.

Project Description and Scope of Work



**Consolidated
Management
Company**

Consolidated Management Company will comply with all items stated in Section IV Project Description and Scope of Work on pages 5-14 within this proposal.

IV. PROJECT DESCRIPTION AND SCOPE OF WORK

The bidder must provide the following information in response to this Request for Proposal.

A. PROJECT ENVIRONMENT

1. The State will supply the successful bidder with space to perform food service operations, such as space for storage, preparation and service of food, dining, and office space.
2. The NLETC buildings, including the cafeteria shall be tobacco free in its entirety.
3. The contractor and its employees and agents may enter the cafeteria during non-public times for the purpose of preparing for food service, receiving or making deliveries, cleaning or making repairs.
4. The State shall provide adequate keys to NLETC premises. Contractor agrees not to change or add any locks to doors, windows or equipment. Should Contractor desire any change or additional locks, a written request shall be made. Contractor shall provide, at its expense, necessary padlocks and/or other security devices not provided by the State at the commencement of the contract. Contractor shall not, with the exception of storage devices used, house contractor's personnel records, install or maintain any locks/security devices without providing NLETC with relevant combinations, codes, or keys.
5. Contractor shall not make any unapproved additions, alterations or improvements to the State owned property, including, but not limited to the installation of fixtures, appliances, or equipment or the painting or changing of the premises in any way. Should the Contractor desire any such additions, alterations or improvements, it may submit a written request to the State outlining the need and desire for such changes. If approved, the cost of any additions, alterations or improvements shall be borne by the Contractor unless otherwise agreed upon between the parties. All additions, alterations and improvements authorized by the State and made by Contractor shall become the property of the State upon the expiration or termination of the contract. However, the State may, at its option, require the contractor to remove at its cost and expense, any such additions, alterations or improvements at the end of the contract term or any termination of the contract.
6. Contractor will not place or cause to be placed or maintained on or about the premises any permanent signs, promotional posters, banners or similar materials without first obtaining the State's approval. Contractor will maintain any approved signs, posters, banners, in good condition and repair. All signs will be at Contractor's expense.
7. The State will supply adequate capital equipment and non-expendable supplies to be used for food service programs to include fixed and movable equipment, expendable equipment, glassware, flatware and chinaware. Such equipment and supplies will be of quantity and quality as determined by the State.
8. The State will maintain the food equipment inventory including china, silver, and glassware at the State's expense. Replacement of this inventory shall be made periodically as required for efficient food service on specifications determined by the State.

B. PROJECT REQUIREMENTS

1. Efficient service of diners is essential to maintain class schedules and maximize training time. Traffic flow, preparation of sufficient food, and serving arrangements must facilitate the efficient flow of students through the cafeteria.
2. Cafeteria lines will be well stocked throughout the entire service period. The last diner is to be offered the same range of choices as the first.
3. All hot food must reach the diner hot and all cold food cold.
4. Contractor must maintain housekeeping and sanitation programs to meet the highest standards of cleanliness throughout the food storage and preparation area, cooking area, service area and dining room.
5. Grade minimum for food items shall be:
 - a. Beef – USDA Choice. Ground beef patties may contain a maximum of 5% combined protein derivatives and a maximum fat content of the finished raw patty of 20%.
 - b. Pork – USDA #1.
 - c. Poultry – USDA Grade A.
 - d. Fish and seafood – Frozen fish must be a nationally distributed brand, packed under inspection of U.S Department of the Interior
 - e. Dairy Products – USDA Grade A
 - f. Eggs – Fresh USDA Grade AA
 - g. Canned Fruit Products – USDA Grade A Fancy
 - h. Frozen Vegetables – USDA Grade A
 - i. Frozen Fruits – USDA Grade A

C. PERSONNEL

1. Contractor will at all times maintain on duty an adequate staff of employees for efficient operation. Bidder must provide a proposed staffing matrix that identifies the staffing organization, functional responsibilities, and key personnel.
2. Contractor will assign a resident food service director/manager to NLETC as director of its food operations. The director assigned will have experience in the operation of cafeteria service. The individual selected for this position will have the prior approval of the State.
3. Authorized Food Service personnel assigned will have access to the NLETC front office area to speak with staff, obtain mail and make copies when required. Additional access will require a visitor's pass be obtained from NLETC front office personnel.
4. Contractor will conduct background investigations of all applicants hired to work at NLETC. Contractor will not hire individuals with serious criminal records. Contractor will provide names and identifying information for each employee to allow a search of criminal records through the Criminal Identification Division of the Nebraska State Patrol. The State shall have, on a continuing basis and within its sole discretion, the right to approve or reject Contractor's choice of personnel assigned to NLETC. The State may, on a continuing basis and within its sole discretion, reject such choice of personnel and require Contractor to replace, to the State's satisfaction, rejected

personnel. The State's exercise of its rights herein described shall not affect in any way or to any degree, any of Contractor's obligations and duties hereunder, and Contractor shall continue to provide the services described herein. No exercise by the State of its rights described in this paragraph is intended to, nor shall it be construed to, constitute a termination of this contract, unless the Contractor shall refuse to comply with the State's request to remove and replace rejected personnel.

5. Contractor shall provide staff to cover all meals, preparation, special dinners, and events requiring refreshments as provided in this scope of work. No state employee or student of the NLETC can be used to supplement the contractor's staff in fulfilling requirements of this contract.
6. Contractor will provide headquarters management staff to routinely review and inspect operations, fill staff vacancies if necessary, and generally consult with the State on current and future food service programs.
7. Contractor shall have the staff and resources to provide on a continuous basis satisfactory training and development for its employees.
8. Contractor personnel will observe all regulations of NLETC.
9. Contractor will comply with all governmental regulations pertaining to food service, and food handler personnel in regard to health examinations, certification, licenses, or any other matter pertinent to such employees and supply the State with certification of compliance.
10. Contractor shall insure food handlers adhere to the highest standards of cleanliness and sanitary practices in the preparation, service, transport and storage of food and related items.
11. Contractor will insure food handlers wear suitable and effective hair restraints while in the cafeteria area.
12. Contractor will train food handlers to wash hands properly, frequently, and at appropriate times, and to use single use gloves if the handler is wearing artificial fingernails or fingernail polish or when hands are bandaged.
13. Contractor will train food handlers to change aprons or other attire when soiled.

D. SCOPE OF WORK

1. The Nebraska Commission on Law Enforcement and Criminal Justice, hereinafter referred to as the State, is requesting proposals for the operation of regular food service at the Nebraska Law Enforcement Training Center (NLETC), located at 3600 North Academy Road, Grand Island, Nebraska. The successful bidder will have the right to use and occupy the cafeteria at that location, consisting of dining area, food preparation area, cold storage and dry storage. Vending machine operations are not part of this proposal and the successful bidder will not be allowed vending machine operations in the facility outside the cafeteria.

2. The food service operation shall be conducted to support the staff and student population of NLETC. The successful bidder will possess the right to sell food and non-alcoholic beverages to staff, students, and NLETC approved guests in the facility.
3. The approximate number of student meals served daily during January and May 2010 are as follows:

January 2010		May 2010	
Breakfasts	30	Breakfasts	65
Lunches	28	Lunches	74
Dinners	28	Dinners	63
June 2010		July 2010	
Breakfasts	48	Breakfasts	42
Lunches	52	Lunches	45
Dinners	46	Dinners	35

The above meal numbers are provided by the current contractor and cannot be verified independently by NLETC. These numbers are not to be interpreted as a forecast of future meal requirements as the current class count is low in comparison to past counts. These numbers are provided for background purposes only. No minimum meal count will be guaranteed. Meals required will depend on NLETC's determination of courses offered based upon demand, facility, personnel, and funds available.

E. TECHNICAL REQUIREMENTS

1. The successful bidder will provide regular food service for the term of the contract. Three meals per training day will be served Monday through Thursday, and breakfast and lunch on Fridays. For the most part, NLETC observes The State Holidays and will be closed. No meals will be served on Saturday or Sunday, or State Holidays unless by mutual agreement of Contractor and the State. There may also be short periods during the training year, such as time before or after major holidays when there will be few if no students in attendance. In such cases, Contractor and the State may curtail meal service by mutual agreement.
2. Training conducted at NLETC is rigorous over extended training hours. Diners must be afforded meal options, which will meet the caloric intake and balanced nutritional values required for strenuous activity. Diners must be offered a meal option, which will afford the diner with at least 3000 calories per day. Time for dining is constrained and time for students to return to the serving line is limited. Therefore, initial serving portions at each meal should be generous enough to satisfy the diner without the need for seconds, however, diners will be afforded unlimited seconds at no additional cost.
3. The successful bidder will provide maximum satisfaction in food service operations through quality performance, efficient and effective operations and provide a variety of wholesome and palatable food providing a variety of nutrient-dense foods and beverages within and among the basic food groups while choosing foods that limit the intake of saturated and trans fats, cholesterol, added sugars, and salt. Food shall be prepared on site, using fresh, wholesome ingredients and avoiding processed, imitation ingredients or prepackaged meals.

Technical Requirements Matrix	Yes	No	Other, Explain *
a) Staffing level will accommodate up to fifty (50) students coming through the serving line at a time with staffing available for serving, restocking, serving the salad bar and sanitation			
b) Meals are prepared from scratch in the kitchen using fresh ingredients and no imitation products			
c) Majority of food served is not purchased prepackaged then reheated or fried to serving temperature			
d) Students will be accommodated to meet individual dietary restrictions			
e) Fully stocked salad bar with over 20 vegetables, condiments, dressings will be offered daily			
f) At least one soup will be offered daily			
g) Students will receive unlimited seconds at no additional cost			
h) Students with food allergies will be accommodated and food allergens in the food will be labeled			
i) Students will have at least two choices of entrees at each meal			

*Use additional pages or Technical Approach section to respond to the Matrix if explanation is required beyond yes or no responses.

4. Contractor will meet recommended intakes within energy needs by adopting a balanced eating pattern, such as the USDA Food Guide. **BASED ON GUIDANCE FROM THE 2010 Dietary Guidelines for Americans**, released by the US Department of Agriculture and the US Department of Health and Human Services in January 2010.

5. Bidder must present a clear description of its proposed approach to the operation of the NLETC food service program that will meet the requirements of this request for bids. This operation management plan should include details on staffing levels; menu plans for four (4) weeks minimizing repeated meals, caloric content of meals, variety and flexibility; and any innovative or unique ideas that will best meet the food service needs of NLETC and its clients.
6. Bidder must describe the proposed method of marketing of meals, meal plans and/or pricing on individual items. Complete pricing information for meals, meal plans, or individual food items must be clearly stated.
7. Each bidder will provide a full description of meals or meal plans it intends to make available to diners. The description of a meal plan or plans must include:
 - a. A listing of individual items which will constitute a complete meal for breakfast, lunch and dinner.
 - b. The weight in ounces of items included in a meal.
 - c. The calorie content of meals or individual items
 - d. A description of salad options available to include approximate portion size.
 - e. A description of desert options available to include approximate portion size.
 - f. A description of beverage options available.
 - g. A description of the method of payment for meal plans.
 - h. A four (4) week meal rotation plan that minimizes repeats.
8. Each bidder must submit as part of their proposal a listing/description of a typical daily/weekly menu for a four (4) week period.
9. Food or meal plans sold by contractor will be subject to sales tax unless the purchaser is tax exempt under the State Statutes. Meal plans may be billed weekly, monthly, or quarterly after meal service is delivered and not billed in advance. Bidder shall propose their intended billing plan in their bid response. The State may request alternate billing plans other than what was proposed. Alternate plans shall be mutually agreed upon between the successful contractor and the State of Nebraska.
10. Bidder will be responsible for establishing accounts with agencies and individual students. Payment for food or meal plans will be the responsibility of agencies or individual students and payable directly to the food vendor. State will not enforce a meal plan agreement nor will the State bill or collect sums owed for meals or meal plans. Overdue or unpaid accounts will not be a liability of the State under any contract resulting from this proposal. Bidder will provide a description in the management plan outlining how accounts will be handled.
11. Contractor will, upon demand, provide the State with the number of meals served for any period specified by the State.
12. Serving hours of the dining facility will be 6:45 a.m. to 8:30 a.m. for breakfast, 11:30 a.m. to 1:30 p.m. for lunch and 4:45 p.m. to 6:45 p.m. for dinner unless modified by mutual agreement of Contractor and the State.

13. Contractor will assume operational cost of food service operation in the following areas:
 - a. Foodstuffs
 - b. Supplies excluding cleaning supplies
 - c. Uniforms and cleaning
 - d. Printing and stationary
 - e. Decorations when appropriate
 - f. Bookkeeping and payroll operations
 - g. General supervision
 - h. Cash register operations and maintenance
 - i. Establishing and maintaining accounts, billing procedures and collections for meals or meal plans sold.
14. Contractor will provide at no cost up to 50 dozen cookies (one dozen per graduating student, minimum of three varieties), up to 5 gallons of iced tea, up to 10 gallons of punch, napkins, disposable cups, and table coverings for three basic course graduations per year. Contractor will also provide a minimum of two servers to assist with setup, service the reception table, and assist with the cleanup of the reception area.
15. Contractor will provide at no cost up to 10 dozen cookies (minimum of three varieties), up to 3 gallons of punch, up to 2 gallon of tea, and napkins, disposable cups, and table coverings for one "Guest Day" event sponsored by the Nebraska State Patrol Academy for each basic camp (not more than one per year).

Within 60 days after the start of any contract, Contractor will develop in cooperation with NLETC a coordinated contingency plan which sets out procedures to be followed in the event of natural disasters, inclement weather conditions, pandemic disease emergencies, and similar emergency situations effecting food services.

F. EQUIPMENT, UTILITIES, SUPPLIES AND SPACE USE

1. The State will supply contractor space as necessary to perform food service operations such as space for storage, preparation and service of food, dining and office space.
2. The State will provide contractor with adequate capital equipment and non-expendable supplies to be used for food service programs to include fixed and moveable equipment, expendable equipment, glassware, flatware, and chinaware.
3. The State will maintain the food equipment inventory including china, silver, and glassware at the State's expense. Replacement of this inventory shall be made periodically as required for efficient food service, on specifications determined by the State.
4. Preventive measure maintenance programs and regular replacement of worn, damaged or malfunctioning capital equipment and related facilities will be paid by the State and executed with full cooperation of contractor.

5. NLETC will provide contractor the following office furniture and equipment less cash register system for the use of contractor at no charge and under the same terms applicable to capital equipment contained in the contract:
 - a. Desk
 - b. Chair
 - c. Filing cabinet
6. Contractor may elect to use the state owned cash resister system, or may elect to have the State remove the system and replace it with a system of contractor's choosing and at contractor's cost. In the event contractor chooses to use the State's cash register system, contractor will accept the system as is on the inception of the contract. Contractor will be responsible for repair, maintenance agreements, equipment modifications, programming, additional peripheral equipment, software and software updates and all fees and costs associated with use of the system. At the termination of the contract or any extension thereof, any additions of equipment, software, or peripherals will become and remain the property of the State,
7. On termination of any contract resulting from the Request for Proposal, the State shall conduct a physical inventory of all non-expendable supplies and capital equipment. All capital equipment and non-expendable equipment will be returned to the State in as good condition as at the start of the contract or time of acquisition, subject to ordinary wear and tear.
8. The State shall provide heat, gas, electricity, phone installation and local service, refrigeration, and cold and hot water.
9. The State will not guarantee an uninterrupted supply of water, electricity, gas, telephone, heat or air conditioning. The State will be diligent in restoring service following an interruption. The State will not be liable for any product loss or loss of profit which may result from the interruption or failure of any utility service.
10. Contractor purchases not provided by the State will be billed to the Contractor rather than to NLETC.

Contractor will implement energy conservation practices designed to control utility costs where practical to do so.

G. MAINTENANCE AND HOUSEKEEPING

1. Contractor shall maintain the Cafeteria and equipment in satisfactory condition and to the highest standards of cleanliness and sanitary practices.
2. Consultant inspectors of the State of Nebraska, Hall County, or City of Grand Island, Nebraska and safety and sanitation personnel shall have complete cooperation and access to all food service production, serving and storage areas.
3. Copies of reports of inspection by health authorities will be immediately made available to State when received by contractor.
4. Contractor will provide daily housekeeping, cleaning, maintenance, and sanitation service for all food service equipment and areas.

- a. Contractor will sweep all hard surface floors in the cafeteria daily.
- b. Contractor will wet mop food preparation area, serving area, and dish room daily or more often if required, using clean mop heads and appropriate cleaning/sanitizing solutions. Dry storage floors will be wet mopped once per week or more often if required.
- c. Contractor will clean and sanitize the walk-in cooler as recommended by the manufacturer.
- d. Contractor will clean and sanitize the walk-in freezer as recommended by the manufacturer.
- e. Contractor will vacuum carpet dining area as required for cleanliness and appearance, but not less than once per day of operation. Contractor will immediately clean spills and food dropped on carpet or floors. Tables will be cleaned and sanitized immediately after each meal or more often if required.
- f. Contractor will remove trash from the cafeteria daily and place in the outside dumpster. The State will contract with a disposal service at its expense to empty and remove trash from the dumpster. The State will supply contractor at its expense with trash bag liners.
- g. Contractor will remove used grease from the cafeteria and place in an outside receptacle. The State will contract with a removal service for disposal of the grease at its expense.
- h. The State will auto scrub the hard surface floors in the food service and serving areas quarterly. The State will power wash these floors twice a year.
- i. The State will deep clean or steam clean carpets in the dining once per year.
- j. The State will clean blinds, inside and outside of windows to include interior windows. In the event Contractor places decorations or signage on the windows, Contractor will clean any residue left on the windows upon removal of such items.
- k. The State will supply contractor at the State's expense the following housekeeping and maintenance equipment:
 - i. Serviceable vacuum cleaner
 - ii. Mop handles and mop heads
 - iii. Brooms
 - iv. Brushes
- l. Contractor will supply cleaning rags and the laundry of the same.
- m. Contractor will clean mop heads.
- n. The State will clean the automatic coffee maker and steamer once per year.
- o. The State will provide routine insect and rodent control as part of a contracted service paid for by the State.

5. Contractor will supply as a part of any proposal, a schedule for the equipment and of the facility, which describes the frequency, and type of cleaning Contractor intends to provide under any contract resulting from this request for bids.
6. Contractor will charge their office supplies and any other State non-funded supplies to their entity

H. PRICING

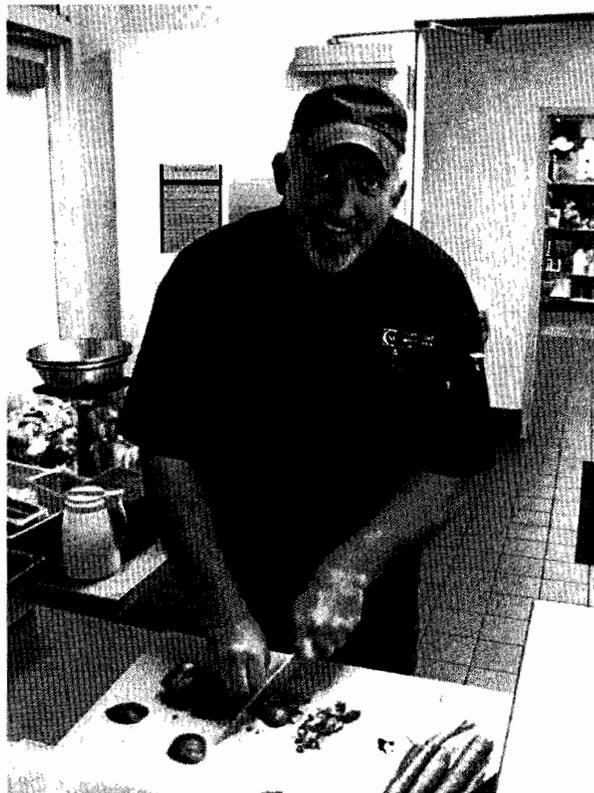
1. Pricing for individual items, complete meals, and meal plans must be consistent for each meal served and held firm through May 2012. Any request for a price increase must be submitted to the State Purchasing Bureau in writing at least 30 days prior to effective date of the increase, and must be accompanied by adequate documentation to support the request. Price increase requests are subject to approval by the State of Nebraska.

I. CONTRACT

1. Notification of intention to renew this contract for an additional one year period will be made by the State on or before September 1 of each year during the term of the contract or any renewal.
2. Terms of any renewal shall be upon such terms mutually agreed upon by the State and Contractor. Factors impacting renewal terms would include but not be limited to:
 - a. Increase or decrease in food costs.
 - b. Changes in the Mission of NLETC.
 - c. Changes in the Scope of Work requested by the State.



Technical Proposal



Form A

Bidder Contact Sheet

Request for Proposal Number 3562Z1

Form A 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.

Preparation of Response Contact Information	
Bidder Name:	Consolidated Management Company
Bidder Address:	2670 106 th Street, Suite 140 Urbandale, IA 50322
Contact Person & Title:	Scott Garrett, Operations Specialist
E-mail Address:	sgarrett@consolidatedmgmt.com
Telephone Number (Office):	515-278-9774
Telephone Number (Cellular):	636-288-0964
Fax Number:	515-254-0394

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:	Consolidated Management Company
Bidder Address:	2670 106 th Street, Suite 140 Urbandale, IA 50322
Contact Person & Title:	Scott Garrett, Operations Specialist
E-mail Address:	sgarrett@consolidatedmgmt.com
Telephone Number (Office):	515-278-9774
Telephone Number (Cellular):	636-288-0964
Fax Number:	515-254-0394

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

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

SOLICITATION NUMBER	RELEASE DATE
3562Z1	February 14, 2011
OPENING DATE AND TIME	PROCUREMENT CONTACT
March 30, 2011 2:00 p.m. Central Time	Suzanne Siemer

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

PLEASE READ CAREFULLY!

SCOPE OF SERVICE

The State of Nebraska, Administrative Services (AS), Materiel Division, Purchasing Bureau, is issuing this Request for Proposal, RFP Number 3562Z1 for the purpose of selecting a qualified contractor to provide On-Site Food Service at the Nebraska Law Enforcement Training Center (NLETC), 3600 North Academy Road, Grand Island, Nebraska 68801.

Written questions are due no later than March 2, 2010 and should be submitted via e-mail to matpurch.dasmatnebraska.gov. Written questions may also be sent by facsimile to (402) 471-2089.

A Pre-Proposal Conference with mandatory attendance will be held on March 1, 2010 10:00 a.m. Central Time at Nebraska Law Enforcement Training Center (NLETC).

Bidder should submit one (1) original and (6) copies of the entire proposal. In the event of any inconsistencies among the proposals, the language contained in the original proposal shall govern. Proposals must be submitted by the proposal due date and time.

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

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

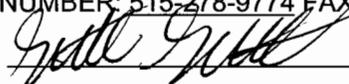
BIDDER MUST COMPLETE THE FOLLOWING

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

FIRM: Consolidated Management Company

COMPLETE ADDRESS: 2670 106th Street, Suite 140, Urbandale, IA 50322

TELEPHONE NUMBER: 515-278-9774 FAX NUMBER: 515-254-0394

SIGNATURE:  DATE: 3-24-11

TYPED NAME & TITLE OF SIGNER: Scott Garrett, Operations Specialist

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 indentifying 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.


Accept
& Initial

GENERAL

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

1. the signed Request For Proposal form;
2. the original Request for Proposal document;
3. any Request for Proposal addenda and/or amendments to include questions and answers;
4. the contractor's proposal;
5. any contract amendments, in order of significance; and
6. 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 one (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) contract amendments with the latest dated amendment having the highest priority, 3) Request for Proposal addenda and/or amendments with the latest dated amendment having the highest priority, 4) the original Request for Proposal, 5) the signed Request For Proposal form, 6) the contractor's proposal.

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.


Accept
& Initial

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

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

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

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

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

C.


Accept
& Initial

COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION

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.


Accept
& Initial

PERMITS, REGULATIONS, LAWS

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.


Accept
& Initial

OWNERSHIP OF INFORMATION AND DATA

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.


Accept
& Initial

INSURANCE REQUIREMENTS

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. 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 State (or 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	\$2,000,000
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	\$1,000,000 combined single limit
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d. **UMBRELLA/EXCESS LIABILITY**

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

The contractor should furnish the State, with their proposal response, a certificate of insurance coverage complying with the above requirements, which State Purchasing will submit to Administrative Services, Risk Management Division, 301 Centennial Mall South, 1st Fl, Lincoln, NE 68508 (facsimile 402-471-2800). These certificates or the cover sheet shall reference the RFP number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration and amounts and types of coverage afforded. If the State is damaged by the failure of the contractor to maintain such insurance, then the contractor shall be responsible for all reasonable costs properly attributable thereto.

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


Accept
& Initial

COOPERATION WITH OTHER CONTRACTORS

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.


Accept
& Initial

INDEPENDENT CONTRACTOR

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.


Accept
& Initial

CONTRACTOR RESPONSIBILITY

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.


Accept
& Initial

CONTRACTOR PERSONNEL

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.

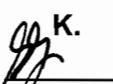
Personnel commitments made in the contractor's proposal shall not be changed without the prior written approval of the State. Replacement of key personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

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.
Accept
& Initial

STATE OF NEBRASKA PERSONNEL RECRUITMENT PROHIBITION

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.


Accept
& Initial

CONFLICT OF INTEREST

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.
Accept
& Initial

PROPOSAL PREPARATION COSTS

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.

889
Accept & Initial

ERRORS AND OMISSIONS

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.

889
Accept & Initial

BEGINNING OF WORK

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.

889
Accept & Initial

ASSIGNMENT BY THE STATE

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.

889
Accept & Initial

ASSIGNMENT BY THE CONTRACTOR

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.

889
Accept & Initial

DEVIATIONS FROM THE REQUEST FOR PROPOSAL

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.

889
Accept & Initial

GOVERNING LAW

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.

889
Accept & Initial

ATTORNEY'S FEES

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.

889
Accept & Initial

ADVERTISING

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.

889
Accept & Initial

STATE PROPERTY

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.


Accept
& Initial

SITE RULES AND REGULATIONS

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


Accept
& Initial

NOTIFICATION

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.


Accept
& Initial

EARLY TERMINATION

The contract may be terminated as follows:

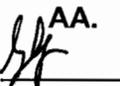
1. The State and the contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, in its sole discretion, may terminate the contract for any reason upon 30 days written notice to the contractor. Such termination shall not relieve the contractor of warranty or other service 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.


Accept
& Initial

FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS

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.
Accept
& Initial

BREACH BY CONTRACTOR

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

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. FORCE MAJEURE


Accept
& Initial

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

DD. PROHIBITION AGAINST ADVANCE PAYMENT


Accept
& Initial

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

EE. PAYMENT


Accept
& Initial

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

FF. INVOICES


Accept
& Initial

Invoices for payments must be submitted by the contractor to the agency requesting the services with sufficient detail to support payment. At a minimum, breakdown by breakfast, lunch and dinner, as well as a total. 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 stopping 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.

GG. AUDIT REQUIREMENTS


Accept
& Initial

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

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

HH.

TAXES

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.


Accept
& Initial

II.

INSPECTION AND APPROVAL

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


Accept
& Initial

III.

CHANGES IN SCOPE/CHANGE ORDERS

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)).


Accept
& Initial

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.

KK.

SEVERABILITY

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.


Accept
& Initial

LL.

CONFIDENTIALITY

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.


Accept
& Initial

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 hereunder, 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.


Accept
& Initial

PROPRIETARY INFORMATION

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.


Accept
& Initial

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION/COLLUSIVE BIDDING

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.

99.

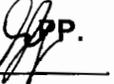
Accept
& Initial

PRICES

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

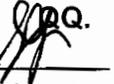
Contractor represents and warrants that all prices for services, now or subsequently specified are as low as and no higher than prices which the contractor has charged or intends to charge customers other than the State for the same or similar products and services of the same or equivalent quantity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

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

99.

Accept
& Initial

BEST AND FINAL OFFER

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.

99.

Accept
& Initial

ETHICS IN PUBLIC CONTRACTING

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.

RR. INDEMNIFICATION


Accept
& Initial

1. GENERAL

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

2. INTELLECTUAL PROPERTY

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

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

3. PERSONNEL

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


Accept
& Initial

SS. NEBRASKA TECHNOLOGY ACCESS STANDARDS

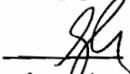
Contractor shall review the Nebraska Technology Access Standards, found at <http://www.nitc.state.ne.us/standards/accessibility> and ensure that products and/or services provided under the contract comply with the applicable standards. In the event such standards change during the contractor's performance, 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.


Accept
& Initial

TT. ANTITRUST

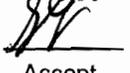
The contractor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

UU. DISASTER RECOVERY/BACK UP PLAN


Accept
& Initial

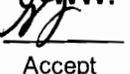
The contractor shall have a disaster recovery and back-up plan, of which a copy should be provided to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue services as specified under these specifications in the event of a disaster.

VV. TIME IS OF THE ESSENCE


Accept
& Initial

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.

WW. RECYCLING


Accept
& Initial

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

XX. DRUG POLICY


Accept
& Initial

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

YY. NEW EMPLOYEE WORK ELIGIBILITY STATUS


Accept
& Initial

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

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

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.
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.

ZZ


Accept
& Initial

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY

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.

Terms and Conditions



**Consolidated
Management
Company**

Consolidated Management Company indicates an exception to Y. Early Termination.

Item 2 states: The State, in its sole discretion, may terminate the contract for any reason upon 30 days notice to the contractor. **Exception: Either party, in its sole discretion, may terminate the contract for any reason upon 30 days notice to the other party.**

2. Executive Summary



**Consolidated
Management
Company**

We at Consolidated Management Company are extremely excited about the opportunity to partner with you in operating the foodservice at your facility in Grand Island.

Fresh Food, Fresh Ingredients

This CMCo. proposal accents fresh food and fresh ingredients cooked daily with lots of variety and options. We believe in order to exceed customer expectations there must be variety. We accomplish this with a custom made food program which includes many fresh and healthy options and "HOMECOOKED FOODS". We also offer "Action Stations" where a food item is prepared right before your eyes!

The Art of Customer Service

We also believe that customer service is an art. At CMCo, we bring the art of customer service to our customer each day. Whether you are the first customer of the day, or the last of the evening, you are important to us and we will do our very best to exceed your expectations. Our company was built on honesty, integrity and a strong work ethic. We aim to please every single day. Our food service directors are empowered to get the job done and are able to accomplish their tasks at high levels with the help of the Operation Specialist and our Unit Support Center. As an added bonus, our President, Rick Levi, is only a phone call away and will visit with you in person at least annually.

Quick Opening

One week to have your unit up and running at peak efficiency? No problem, we have the know how and team to be up and running strong in no time. For example, at Bates County Jail, the entire staff walked off the job while still employed by the Sheriff's Department. Consolidated was notified mid-morning of the problem. Our team executed lunch and dinner, never missing a beat and continued business as usual.

2. Executive Summary (cont'd)



**Consolidated
Management
Company**

Experience

CMCo is big enough to get the job done, but at the same time, small enough to be a true partner and get things done right. We have the experience (in business over 35 years), the systems (quality assurance reviews, customer surveys, client surveys, client recaps, unit audits, Quick Start training guide, Servsafe certification, professional uniforms, etc..) and the desire to be the very best and take your food program to, not just the next level, but to the top!

We appreciate your consideration of Consolidated Management Company for this opportunity. Please know, we will work to exceed your expectations and to provide you a food service program that we will all be proud of .

3. Corporate Overview

a. Bidder Identification and Information



**Consolidated
Management
Company**

Consolidated Management Company
2670 106th Street, Suite 140
Des Moines, Iowa 50322
Rick Levi, CEO, President, Owner
Corporation
Federal Employer Identification Number: [REDACTED]

Established 1975 – over 35 years in business

History

Consolidated Management Company (CMCo.) was founded in 1975 to meet the food service needs of four Iowa colleges, and we have since grown to include an area that covers nine states. In addition to colleges/universities and employee dining rooms, we also have a division that services county jails. The president of CMCo., Rick Levi, has been with our company for 33 years, and during his tenure the principles on which we were founded have remained rock solid.

We are committed to doing business with the highest level of integrity and dedication to quality and customer service. And we have the tools to ensure that every aspect of our company lives up to those high standards. Our clients tell us that we offer *unparalleled service*.

3. Corporate Overview



**Consolidated
Management
Company**

b. Financial Statements

- CMCo. is a privately held corporation that continues to grow after 35 years of providing superior food service to our clients.
- Mr. Kevin Ridout, Vice President at Freedom Financial Bank, 515-698-1000 is the contact person at the bank who can provide you with any specific financial information.
- Financial Statements on pages 38-53

Internal Controls

Accurate accounting for costs

CMCo. internal controls include:

1. Daily Deposit of cash - must tie to register tape
2. All bills paid - Des Moines
3. Purchasing guide limits what local manager can purchase without approval
4. Quarterly audit – Quality Assurance Review (QAR)
5. Semi-Annual asset & cash audit
6. Inventory every 2 weeks
7. Period statement to manager and client

Consolidated Management Company

Financial Statements
(Reviewed)
December 29, 2010

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Independent Accountant's Review Report

To the Board of Directors
Consolidated Management Company
Des Moines, Iowa

We have reviewed the accompanying balance sheets of Consolidated Management Company as of December 29, 2010 and December 30, 2009, and the related statements of income, retained earnings and cash flows for the years then ended. A review includes primarily applying analytical procedures to management's financial data and making inquiries of company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

Our responsibility is to conduct the reviews in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. Those standards require us to perform procedures to obtain limited assurance that there are no material modifications that should be made to the financial statements. We believe that the results of our procedures provide a reasonable basis for our report.

Based on our reviews, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in conformity with accounting principles generally accepted in the United States of America.

McGladrey & Pullen, LLP

Des Moines, Iowa
March 2, 2011

Consolidated Management Company

Balance Sheets

December 29, 2010 and December 30, 2009

See Independent Accountant's Review Report

	December 29, 2010	December 30, 2009
ASSETS		
CURRENT ASSETS		
Cash	\$ 47,251	\$ 44,105
Trade receivables	546,826	530,904
Net investment in direct financing lease, current portion	19,414	17,807
Inventories	218,165	212,047
Prepaid expenses	38,810	62,356
	<u>870,466</u>	<u>867,219</u>
EQUIPMENT		
Furniture and fixtures	204,118	197,056
Vehicles	166,754	165,942
	<u>370,872</u>	<u>362,998</u>
Less accumulated depreciation	238,626	218,910
	<u>132,246</u>	<u>144,088</u>
OTHER ASSETS		
Net investment in direct financing lease, net of current portion	111,685	128,905
Notes receivable	583,392	504,728
Cash surrender value of life insurance	100,409	96,684
Contract acquisition costs, net of accumulated amortization 2010 \$44,228; 2009 \$23,038	72,772	71,962
	<u>868,258</u>	<u>802,279</u>
	<u>\$ 1,870,970</u>	<u>\$ 1,813,586</u>

See Notes to Financial Statements.

	December 29, 2010	December 30, 2009
LIABILITIES AND STOCKHOLDER'S EQUITY		
CURRENT LIABILITIES		
Line of credit	\$ 45,590	\$ 212,923
Current maturities, notes payable	20,339	18,257
Current maturities, capital lease obligation	1,557	-
Excess of outstanding checks over bank balance	192,415	92,054
Accounts payable	189,183	217,850
Accrued expenses	186,739	159,171
Accrued payroll and sales tax	89,172	109,383
Customer advances	129,923	120,245
Replacement reserves	27,832	28,918
Total current liabilities	882,750	958,801
LONG -TERM DEBT		
Note payable, less current maturities	105,319	126,294
Capital lease obligation, less current maturities	7,539	-
	112,858	126,294
STOCKHOLDER'S EQUITY		
Common stock, \$100 par value, 10,000 shares authorized, 16 shares issued and outstanding	1,600	1,600
Retained earnings	873,762	726,891
	875,362	728,491
	\$ 1,870,970	\$ 1,813,586

Consolidated Management Company

Statements of Income

Years Ended December 29, 2010 and December 30, 2009

See Independent Accountant's Review Report

	December 29, 2010	December 30, 2009
Sales	\$ 7,494,209	\$ 6,935,843
Cost of sales	<u>6,003,395</u>	<u>5,590,653</u>
Gross profit	1,490,814	1,345,190
General and administrative expenses	<u>1,457,247</u>	<u>1,443,275</u>
	33,567	(98,085)
Other operating income, food service subsidy income	<u>185,969</u>	<u>206,433</u>
Operating income	219,536	108,348
Financial income (expense):		
Interest income	16,622	19,883
Interest (expense)	<u>(20,521)</u>	<u>(8,927)</u>
	(3,899)	10,956
Net income	\$ 215,637	\$ 119,304

See Notes to Financial Statements.

Consolidated Management Company

Statements of Retained Earnings

Years Ended December 29, 2010 and December 30, 2009

See Independent Accountant's Review Report

	December 29, 2010	December 30, 2009
Balance, beginning	\$ 726,891	\$ 740,966
Net income	215,637	119,304
Stockholder distributions	(68,766)	(133,379)
Balance, ending	<u>\$ 873,762</u>	<u>\$ 726,891</u>

See Notes to Financial Statements.

Consolidated Management Company

Statements of Cash Flows

Years Ended December 29, 2010 and December 30, 2009

See Independent Accountant's Review Report

	December 29, 2010	December 30, 2009
CASH FLOWS FROM OPERATING ACTIVITIES		
Net income	\$ 215,637	\$ 119,304
Adjustments to reconcile net income to net cash provided by operating activities:		
Bad debt expense	34,235	710
Depreciation	62,823	59,816
Amortization	21,190	12,863
(Gain) on sale of equipment	(725)	(9,176)
Change in working capital components:		
(Increase) decrease in trade receivables	(50,157)	75,198
(Increase) decrease in inventories	(6,118)	28,225
(Increase) decrease in prepaid expenses	23,546	(43,449)
(Decrease) in accounts payable	(28,667)	(37,887)
Increase in accrued expenses and payroll and sales tax	7,357	56,720
Increase in customer advances	9,678	15,489
Increase (decrease) in replacement reserves	(1,086)	223
Net cash provided by operating activities	287,713	278,036
CASH FLOWS FROM INVESTING ACTIVITIES		
Proceeds from sale of equipment	5,057	17,200
Purchases of equipment	(45,610)	(140,481)
Payments received on direct financing lease	19,356	4,235
Advances on direct financing lease	(3,743)	(150,947)
Payments received on notes receivable	33,536	30,100
Advances on notes receivable	(112,200)	(114,828)
Contract acquisition	(22,000)	(35,000)
(Increase) in cash surrender value of life insurance	(3,725)	(7,234)
Net cash (used in) investing activities	(129,329)	(396,955)
CASH FLOWS FROM FINANCING ACTIVITIES		
Principal payments on line of credit	(5,078,018)	(4,694,274)
Borrowings on line of credit	4,910,685	4,738,456
Principal payments on capital lease	(607)	150,947
Principal payments on notes payable	(18,893)	(6,396)
Increase in excess of outstanding checks over bank balance	100,361	92,054
Distributions to stockholder	(68,766)	(133,379)
Net cash provided by (used in) financing activities	(155,238)	147,408
Net increase in cash	3,146	28,489
CASH		
Beginning	44,105	45,616
Ending	\$ 47,251	\$ 44,105

(Continued)

Consolidated Management Company

Statements of Cash Flows (Continued)

Years Ended December 29, 2010 and December 30, 2009

See Independent Accountant's Review Report

	December 29, 2010	December 30, 2009
<hr/>		
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION, cash paid for interest	\$ 20,588	\$ 8,470
SUPPLEMENTAL DISCLOSURE OF NONCASH INVESTING AND FINANCING ACTIVITIES, purchase of equipment for capital lease obligation	\$ 9,703	\$ -

See Notes to Financial Statements.

Consolidated Management Company

Notes to Financial Statements

See Independent Accountant's Review Report

Note 1. Nature of Business and Significant Accounting Policies

Nature of business: Consolidated Management Company (the Company) provides institutional food management services for various businesses and not-for-profit enterprises throughout the midwestern United States.

Significant accounting policies:

Fiscal year: The Company's fiscal year ends on the last Wednesday in December of each year. The years ended December 29, 2010 and December 30, 2009 each contained 52 weeks.

Accounting estimates and assumptions: The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results may vary from those estimates.

Trade receivables: Trade receivables are carried at original invoice amount less an estimate made for doubtful receivables based on a review of all outstanding amounts on a monthly basis. Management determines the allowance for doubtful accounts by identifying troubled accounts and by using historical experience applied to an aging of accounts. Accounts receivables are written off when deemed uncollectible. Recoveries of account receivables previously written off are recorded when received.

Net investment in direct financing lease: The net investment consists of total minimum lease payments less unearned income. The unearned income is amortized over the lease term using the interest method.

Inventories: Inventories are stated at the lower of cost or market, determined on a first-in, first-out (FIFO) basis.

Equipment: Equipment is stated at cost. Depreciation is computed principally by the straight-line method over the estimated useful lives of the related assets.

Contract acquisition costs: The Company has acquired certain food service contracts to provide services for various terms. Each of these contracts allows for reimbursements to the Company if the contract is terminated prior to its expiration date. The contract acquisition costs are being amortized to reflect the remaining reimbursable amount.

Revenue recognition: Revenue from food management services is recognized as services are provided and revenue from food and supplies upon delivery. Food service subsidy income is recognized in accordance with the contract terms.

Customer advances: Customer advances represent payments in advance received from customers for future food management services.

Subsequent events: Subsequent events have been evaluated through the date of this report, March 2, 2011, and accordingly there have been no events requiring disclosure.

Consolidated Management Company

Notes to Financial Statements
See Independent Accountant's Review Report

Note 2. Notes Receivable and Related Party Transactions

Notes receivable consists of the following at December 29, 2010 and December 30, 2009:

	December 29, 2010	December 30, 2009
Note receivable, stockholder, bearing interest at .69% and due December 2012. (B)	\$ 56,500	\$ 83,500
Note receivable, Consolidated Real Estate, bearing interest at .69% and due December 2012. (A) (B)	162,300	162,650
Notes receivable, various entities owned 100% by Consolidated Real Estate, bearing interest from .35% to .69% and due through November 2013. (B)	362,195	258,578
Note receivable, related party, bearing interest at 1% and due December 2012. (B)	2,397	-
	<u>\$ 583,392</u>	<u>\$ 504,728</u>

(A) Consolidated Real Estate is 50% owned by the sole stockholder of the Company and 50% owned by the wife of the sole stockholder of the Company.

(B) Interest income on these various related party notes receivable totaled approximately \$3,800 and \$16,600 during the years ended December 29, 2010 and December 30, 2009, respectively.

Note 3. Pledged Assets, Line of Credit and Long Term-Debt

The Company has available a \$600,000 line of credit bearing interest at prime with a floor of 5.0% (5.0% at December 29, 2010) and expiring May 10, 2011. Borrowings are secured by substantially all assets of the Company. The loan is also guaranteed by the sole stockholder. The line of credit is subject to a borrowing base not to exceed the sum of 50% of eligible inventory (up to \$225,000) and 75% of eligible accounts receivable. At December 29, 2010 and December 30, 2009, \$45,590 and \$212,923, respectively, were outstanding.

During the year ended December 30, 2009, the Company entered into a note payable with a bank, payable in monthly installments of \$2,397, including interest at 7.25% due July 2016, secured by substantially all assets of the Company, and all equipment and supplies at Wabasha County Jail, Wabasha, MN. The balance outstanding was \$125,658 and \$144,551 at December 29, 2010 and December 30, 2009, respectively.

Consolidated Management Company

Notes to Financial Statements

See Independent Accountant's Review Report

Maturities of the long-term debt at December 29, 2010 are as follows:

Year ending December 29:		
2011	\$	20,339
2012		21,864
2013		23,503
2014		25,265
2015		27,159
Thereafter		7,528
	\$	<u>125,658</u>

Note 4. Leases and Related Party Transactions

During the year ended December 29, 2010, the Company entered into a capital lease agreement to lease equipment. At December 29, 2010, capitalized equipment and accumulated depreciation totaled \$9,703 and \$809, respectively.

The Company leases office space from a member of management with monthly payments of \$4,671, which includes real estate taxes, insurance, utilities and other common area costs. Rent expense paid under this agreement totaled approximately \$56,000 during the years ended December 29, 2010 and December 30, 2009. This lease expires in January 2014.

Approximate future minimum lease payments due under the above mentioned agreements are as follows:

Year ending:	Operating Agreements	Capital Leases
2011	\$ 56,000	\$ 2,500
2012	56,000	2,500
2013	56,000	2,500
2014	4,700	2,500
2015	-	2,000
Total minimum lease payments	<u>\$ 172,700</u>	<u>12,000</u>
Less amount representing interest		3,000
Present value of net minimum lease payments		<u>\$ 9,000</u>

Consolidated Management Company

Notes to Financial Statements

See Independent Accountant's Review Report

Rental expense for each of the years ended December 29, 2010 and December 30, 2009 totaled approximately \$56,000 and \$58,000, respectively.

During the year ended December 29, 2009, the Company purchased equipment and supplies for a customer, Wabasha County Jail, and entered into a direct financing lease agreement to lease the equipment and supplies to them. The lease bears interest at 8%, is collateralized by the equipment and supplies and has a due date of September 2016.

Under the direct financing method of accounting for leases, the total net rentals receivable under the lease contracts, net of unearned income, are recorded as a net investment in direct financing leases, and the unearned income on the lease is recognized each month at a constant periodic rate of return on the unrecovered investment.

The composition of the net investments in the direct financing lease at December 29, 2010 and December 30, 2009 is as follows:

	December 29, 2010	December 30, 2009
Total minimum lease payments to be received	\$ 169,050	\$ 198,450
Less unearned lease income	37,951	51,738
Net investment in direct financing lease	\$ 131,099	\$ 146,712

Future minimum receipts under this direct financing lease are as follows:

Year ending:		
2011		\$ 29,400
2012		29,400
2013		29,400
2014		29,400
2015		29,400
Thereafter		22,050
Total minimum lease receipts		\$ 169,050

Note 5. Employee Benefit Plans

The Company has a 401(k) Employee Profit Sharing Plan covering all employees meeting the eligibility requirements. Employees can elect to defer a portion of their salary. In addition, the Company may make discretionary contributions. For the years ending December 29, 2010 and December 30, 2009, the Company made contributions to the plan of \$1,601 and \$2,571, respectively.

Consolidated Management Company

Notes to Financial Statements

See Independent Accountant's Review Report

Note 6. Income Taxes

The Company, with consent of its stockholder, elected to be taxed under sections of federal and state income tax laws which provide that, in lieu of corporate income taxes, the stockholder separately accounts for the Company's items of income, deductions, losses and credits.

Effective January 1, 2009, the Company adopted the guidance related to Accounting for Uncertainty in Income Taxes. Management evaluated the Company's tax position and concluded that the Company had taken no uncertain tax positions that require adjustment to the financial statements to comply with the provisions of the guidance. The Company is no longer subject to U.S. federal or state income tax examinations by tax authorities for years prior to 2007. The Company has not been notified of any impending examinations by tax authorities, and no examinations are in process.



**Independent Accountant's Review Report
on the Supplementary Information**

To the Board of Directors
Consolidated Management Company
Des Moines, Iowa

Our reviews were made for the purpose of expressing limited assurance that there are no material modifications that should be made to the basic financial statements in order for them to be in conformity with accounting principles generally accepted in the United States of America. The supplementary information which follows is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information has been subjected to the inquiry and analytical procedures applied in the reviews of the basic financial statements and we did not become aware of any material modifications that should be made to such information.

McGladrey & Pullen, LLP

Des Moines, Iowa
March 2, 2011

Consolidated Management Company

Schedules of General and Administrative Expenses
Years Ended December 29, 2010 and December 30, 2009
See Independent Accountant's Review Report

	2010	2009
Officers' salaries	\$ 329,156	\$ 322,276
Other administrative salaries and expense	536,602	490,455
Rebates	40,241	45,121
Travel	79,990	110,033
Depreciation and amortization	84,013	72,679
Rent	56,052	56,007
Professional and consulting fees	14,787	88,613
Insurance	34,136	36,296
Laundry and uniforms	12,580	11,329
Vehicle expenses	35,930	36,193
Telephone	24,459	23,529
Repairs, maintenance and supplies	40,164	41,116
Postage and printing	14,159	15,469
Office supplies	20,297	18,650
Catering and promotions	7,537	4,638
Advertising	9,248	8,131
Training	14,882	25,064
Bad debt expense	34,235	710
Renewal expense	14,382	12,974
Donations	5,148	5,222
Bank charges	13,775	7,559
(Gain) on sale of equipment	(725)	(9,176)
Miscellaneous	36,199	20,387
	<u>\$ 1,457,247</u>	<u>\$ 1,443,275</u>

3. Corporate Overview



**Consolidated
Management
Company**

Insurance

CMCo. will furnish a certificate of insurance showing policy amounts. The insurance will be charged as a direct cost of the operation. CMCo. shall maintain during the life of the contract Worker's Compensation, comprehensive general liability, and comprehensive automobile liability insurance.

1. Kind of Insurance

a. Worker's Compensation (including Employer's Liability)

Each accident	\$500,000
Disease-Policy Limit	\$500,000
Disease-Each Employee	\$500,000

	<u>Each Occur</u>	<u>Aggregate</u>
--	-------------------	------------------

b. Comprehensive General

	\$1,000,000	\$2,000,000
--	-------------	-------------

Bodily Injury Liability

Property Damage

c. Comprehensive Automobile

	\$1,000,000
--	-------------

(Including owned & Non-owned Auto)

d. Umbrella Liability

	\$5,000,000
--	-------------

2. These policies shall contain a covenant requiring sixty (60) days written notice to Nebraska Law Enforcement Training Facility before cancellation, reduction or other modifications of coverage.

3. In the event that CMCo. fails to maintain and keep in force the insurance and Worker's Compensation as herein provided, Nebraska Law Enforcement Training Facility shall have the right to cancel and terminate the established contract forthwith and without notice. CMCo. shall advise each inquiring agent to automatically renew all policies when coverage requirements are revised.

4. Nebraska Law Enforcement Training Facility shall bear the full responsibility for all risk of loss from equipment damage, including that owned or leased by Nebraska Law Enforcement Training Facility and money or product loss resulting from vandalism, theft, and equipment

3. Corporate Overview



**Consolidated
Management
Company**

c. Change of Ownership

Consolidated Management Company does not anticipate any changes in ownership during the next 12 months.

d. Office Location

2670 106th Street
Suite 140
Des Moines, IA 50322

e. Relationship with the State

Consolidated Management Company has not had any dealings with the State of Nebraska over the past five (5) years.

f. Bidder's employee relations to State

No party named within proposal is or was an employee of the State of Nebraska within the past twelve (12) months.

g. Contract Performance

Consolidated Management Company has not had any contracts terminated due to default in the past five (5) years.

Consolidated has not had any contracts terminated for convenience, non-performance, non-allocations of funds, or any other reason in the past five (5) years.

3. Corporate Overview

h. Summary of Bidder's Corporate Experience



**Consolidated
Management
Company**

Woodford County Sheriff's Office

Contract commencement: August 2010

Sheriff James Pierceall
wsherrif@mchsi.com
309-467-2375 (ph)
309-467-4092 (fax)

Consolidated Management Company is the prime contractor for food service at Woodford County Jail. We met the scheduled completion date of April 8, 2010. Our responsibilities were to set up the food vendor and hire and train staff. We were up and running in 3 days.

Mid-Plains Community College

Contract commencement: May 2006

Dr. Michael Chipps
chippsm@mpcc.edu
800-658-4348 x3719(ph)

Consolidated Management Company is the prime contractor for foodservice at Mid-Plains Community College. We were given two months to have three units up and operating and met this goal. In those two months we hired two Food Service Directors and other foodservice workers, trained them in all operations, set up all vendors, thoroughly cleaned and sanitized all units, created menus, set up a production system, ordered all supplies, and received a food service license after being state inspected.

DMACC Urban Campus

Contract commencement: August 2010

Anne Howsare, Associate Provost
ahowsare@dmacc.edu
515-248-7209 (ph)
515-248-7216 (fax)

Consolidated Management Company is the prime contractor for foodservice at DMACC. We had one week to be ready. We bought and received \$8,000 worth of equipment, set up the kitchen, designed a menu with signage, hired and trained staff, ordered food and supplies, got inspected and received a food service license. The area we took over was previously a snack bar which we now operate as a cafeteria. We relocated the beverage equipment, set up a temporary service line, and designed their space to function efficiently.

3. Corporate Overview

Working together to create a positive dining experience



**Consolidated
Management
Company**

CMCo. is responsible for:

- ✓ all food and paper and supplies.
- ✓ obtaining all permits, licenses and insurance necessary to conduct business.
- ✓ bookkeeping, payroll and all office supplies.
- ✓ routine janitorial service in the following areas: food preparation, kitchen, storeroom, dining room serving line and tray return.
- ✓ labor for the physical setup and clean up (excluding table and chair setup and placement) for catered events

Nebraska Law Enforcement Training Facility shall have access at all times to CMCo.'s facilities and equipment with or without prior notice.

Nebraska Law Enforcement Training Facility is responsible for:

- ✓ All facilities, completely equipped and ready to operate for the preparation and serving of food to its students, staff and guests.
- ✓ Repair and replacement of all kitchen and serving equipment.
- ✓ All utilities, as may be reasonably required for an efficient operation.
- ✓ Local telephone line service. Fire insurance, maintaining ANSUL SYSTEM and portable fire extinguishers.
- ✓ Cleaning of the hood ventilation system from the filters up or out.
- ✓ Window cleaning, painting, redecorating inside and outside.
- ✓ Pest control and outside maintenance.
- ✓ Providing an office with a desk, filing cabinet, computer, copy machine, facsimile access and telephone service.
- ✓ Garbage and trash removal.
- ✓ All costs incurred for structural enhancements.
- ✓ All costs incurred for the cleanup of any structural enhancements/ changes/modifications to the food service area/cafeteria/kitchen.
- ✓ Providing all cleaning supplies.
- ✓ Supplying adequate capital equipment and non-expendable supplies to be used for food service programs to include fixed and movable equipment, expendable equipment, glassware, flatware and chinaware. Such equipment and supplies will be of quantity and quality as determined by the State.
- ✓ Maintaining the food equipment inventory including china, silver, and glassware at the State's expense. Replacement of this inventory shall be made periodically as required for efficient food service on specifications determined by the State. Ownership of all non-expendable supplies and capital equipment shall remain with Nebraska Law Enforcement Training Facility and shall not be loaned or removed from Nebraska Law Enforcement Training Facility without prior written approval. CMCo. shall take such measures as may be reasonably required by Nebraska Law Enforcement Training Facility for the protection against loss by pilferage or destruction.

3. Corporate Overview

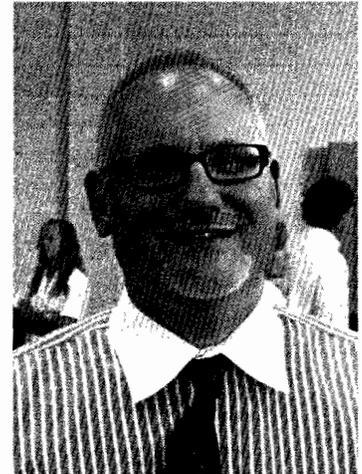


**Consolidated
Management
Company**

i. Summary of Bidder's Proposed Personnel/Management Approach

Your Operations Specialist:

- Assures your goals are enthusiastically met
- Responds to your needs
- Insures hassle-free service
- Is a direct link to CMCo.'s corporate staff
- Is a Problem Solver
- Assures the contract is being followed
- Conducts on-going training for the team serving you
- Insures compliance with food quality and sanitation standards
- Monitors our service through quarterly Client contact and Quality Assurance Review (QAR)
- Acts as a sounding board for additional ideas
- Expedites projects and requests
- Meets one-on-one with each Team Member at least once a quarter to discuss satisfaction and to answer concerns or questions
- Conducts an Asset Audit semi-annually



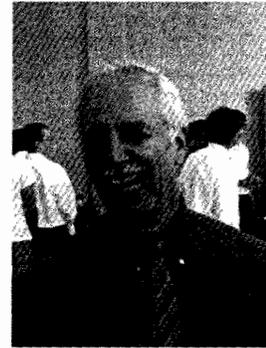
Scott Garrett
Operations Specialist

**Colorado, Iowa,
Kansas, Minnesota,
Missouri Nebraska**



**Consolidated
Management
Company**

3. Corporate Overview



i. Summary of Bidder's Proposed Personnel/ Management Approach

Your Food Service Director's General Background consists of:

1. Ability to manage staff, delegate work, set schedules, and hold people accountable.
2. Production cooking experience.
3. Food Service Management Sanitation Certification.
4. Excellent organization skills
5. Understands how to implement fiscal controls and has basic math and budget skills.
6. Has pride in self and work.
7. Excellent at time management.
8. Understanding how to please people and has great communication skills.
9. Is always honest and follows through with commitments in a timely fashion.
10. Handles pressure, stress, and criticism in a positive manner.
11. College education and/or several years successful food service management experience.

3. Corporate Overview



**Consolidated
Management
Company**

i. Summary of Bidder's Proposed Personnel/ Management Approach

Team Member Training

Proper training is the most important factor in assuring superior, hassle-free customer service and in retaining Team Members. Our proven unique approach to training includes:

Management Orientation (for All Food Service Directors)

Session covers company history, paperwork and unit orientation. CMCo.'s "Quick Start" manual provides the outline for training and is a handy, convenient reference guide which insures consistent and professional operations.

Hourly Team Member Orientation

As new Team Members begin their career with CMCo., the Food Service Director trains them to your specific needs. In addition, the Team Member trains with company standard training programs located on our web site. These topics include:

- Harassment
- Safety
- Hazardous Materials Training



On-going training sessions can and do range from such diversified topics as "The Proper Operation of the Kitchen Equipment" to "Take Aim at Sanitation". The CMCo. Policy & Procedures Manual & Team Member Handbook are on-site every day. The company provides training outlines for monthly training on its web site as well as annual refresher courses.

3. Corporate Overview



**Consolidated
Management
Company**

i. Summary of Bidder's Proposed Personnel/Management Approach

Team Member Training

Company-Wide & Regional Management Training Sessions

These meetings cover a variety of topics and are conducted by CMCo.'s management and staff personnel. The blend of education, peer support, and the idea exchange creates enthusiasm and camaraderie that is taken back to each individual unit where the Food Service Directors will convey the information gathered to their Team Members at later training sessions.

On-Site Training by the District Management

An ongoing function for hourly and management personnel each time Management visits the site.

Food and Equipment Vendors

Many vendors provide additional training and materials to each unit to ensure that your equipment is cleaned and maintained properly.



ServSafe/Sanitation Training

Within the first 6 months of working for CMCo. the Food Service Director and all team members are expected to take and pass the National Restaurant Association's ServSafe sanitation program. Food Service Director and team member vacations are limited until certain criteria are met including the passing of the ServSafe program.

3. Corporate Overview



**Consolidated
Management
Company**

i. Summary of Bidder's Proposed Personnel/Management Approach

Team Member Benefits, Recognition & Motivation

CMCo. provides benefits for its full-time adult Team Members. These benefits exceed the standard within the food service industry.

All Team Members

Optional IRA payroll deduction
FICA
Free Meals in the Unit
Paid Vacations - with an incentive program to earn extra paid time-off
Training
Unemployment Insurance
Uniforms
Workers' Compensation Insurance
Health Insurance

Management

401K Retirement Plan
Vision, Dental and Life Insurance
Severance Packages with reasonable notice
Management Orientation Program
Management Seminars
Moving Allowance
Paid Holidays
Bonus Opportunities

Non-Management

Paid Time Off/Sick Leave
Annual Merit Raises
Premium Pay for Holidays Worked
Shoes for Crews

In addition, CMCo. offers the following policies aimed at Team Member retention and satisfaction:

- ★ Written job descriptions
- ★ Team Member participation in regular evaluations/goals
- ★ Clearly established grievance procedures
- ★ Team Member committees (i.e. uniform selection, recipe revision, etc.)

3. Corporate Overview



**Consolidated
Management
Company**

i. Summary of Bidder's Proposed Personnel/ Management Approach

A Professional and Involved Staff

You will find our Food Service Directors proactive and empowered to make decisions. They handle all activities in a professional manner. They understand that every detail of your food service is vital to its success. As a professional, they continually maintain high standards in an effort to exceed your expectations.

Continuity of High Standards

CMCo. handles the recruitment, selection, training, termination (if necessary), and orientation of our Team Members and Food Service Director. Our Food Service Director is responsible for planning, organizing and supervising the daily operation of your food service. **Your Food Service Director will eliminate hassles for you by following the CMCo. proven plan.** In addition, we ensure that all supervisory positions are at all times staffed by qualified people - *all subject, of course, to your approval.*

Reliable Back Up Support

Our Food Service Directors are supported and backed up by supervisors and other backup teams (such as other Food Service Directors, professional chefs and consultant dietitians). These backup teams can be called upon at any time for ideas, extra management personnel during vacation periods, illness or other times of absence or special requirements.



3. Corporate Overview



**Consolidated
Management
Company**

i. Summary of Bidder's Proposed Personnel/ Management Approach

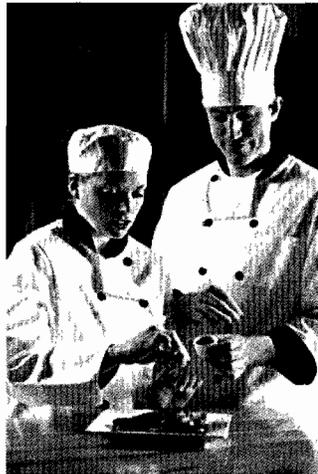
Visibility & Cooperation

CMCo.'s staff shall cover all preparation and service of meals. CMCo.'s managerial and/or full-time supervisory staff shall open, close and check your food service facilities as instructed and required by you.

Adherence to Nebraska Law Enforcement Training Facility Regulations

Personnel of CMCo. shall observe all regulations of Nebraska Law Enforcement Training Facility. Failure to do so may be grounds for their dismissal.

CMCo. adheres to all applicable local, state and federal accreditation and certification programs. Before they are hired, all team members must pass a background and drug screening process.



3. Corporate Overview



**Consolidated
Management
Company**

*i. Summary of Bidder's Proposed
Personnel/ Management Approach*

Sample resumes of staff we currently have employed are on pages 66-70. **Exception: Once awarded the contract, Consolidated Management Company will provide resumes and references of the proposed individuals who will be staffing the Nebraska Law Enforcement Training Facility.**

3562 Z1

PERSONAL RESUME

DOCUMENTATION

REMOVED

3. Corporate Overview



**Consolidated
Management
Company**

j. Subcontractors

Consolidated Management Company will not subcontract any part of its performance under this proposal

4. Technical Approach



**Consolidated
Management
Company**

Technical Requirements Matrix

We at Consolidated Management Company are excited regarding the opportunity at the Nebraska Law Enforcement Training Facility. Our "Fresh Food Made Fresh" approach will be a perfect complement and enhancement to the programs offered at your facility. CMCo. has the culinary know how, the customer service attitude and the can do mentality to become a great partner with the Nebraska Law Enforcement Training Facility. As you review our menus you will see the emphasize on fresh foods and ingredients. The menus we propose will provide great variety to satisfy all. Our Action Stations along with our desire to exceed expectations will allow us to continue to fine tune and tweak our programs to ensure the highest level of customer service. Your current facilities will support our food programs and allow CMCo. to execute at an extremely high level. We will provide a Panini machine, induction burners and pans and the proper signage to not only execute our concepts but to also promote the foodservice to staff and students alike. With CMCo., you will find great attention to detail and from day one our program will be in place and expectations will be exceeded. We pride ourselves in our customized approach to each and every one of our food service accounts and the Nebraska Law Enforcement Training Facility is no different. From our professional attire down to the last bite of food, Consolidated Management Company sets the bar high and approaches every day with detail, organization, creativity and a positive attitude. We look forward to serving you and becoming a true partner to the Nebraska Law Enforcement Training Facility.

Technical Requirements Matrix	Yes	No	Other, Explain *
a) Staffing level will accommodate up to fifty (50) students coming through the serving line at a time with staffing available for serving, restocking, serving the salad bar and sanitation	X		
b) Meals are prepared from scratch in the kitchen using fresh ingredients and no imitation products	X		
c) Majority of food served is not purchased prepackaged then re-heated or fried to serving temperature	X		
d) Students will be accommodated to meet individual dietary restrictions	X		
e) Fully stocked salad bar with over 20 vegetables, condiments, dressings will be offered daily	X		
f) At least one soup will be offered daily	X		
g) Students will receive unlimited seconds at no additional cost	X		
h) Students with food allergies will be accommodated and food allergens in the food will be labeled	X		
i) Students will have at least two choices of entrees at each meal	X		

4. Technical Approach

Detailed Project Work Plan



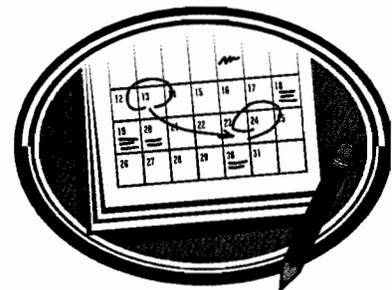
**Consolidated
Management
Company**

Work Plan and Timetable

1 week before opening:

- Hire Food Service Director
- Finalize Menu cycle
- Contact Food Vendors
- Operations Specialist will meet with you to discuss and review takeover plan
- Hire staff
- Contact Board of Health for license
- Open bank account
- Update production sheets
- Place orders
- Print opening brochure and present to you
- Utilize opening and closing check lists to ensure all tasks are complete
- Utilize cleaning check list to ensure sanitation is at its highest level
- Meet with client to cover any last minute details

For opening the Operations Specialist (Scott Garrett) and one of our current Food Service Directors will be on site the weekend before opening date to train the site Food Service Director and current team members. They will remain on site until unit is operating at a satisfactory level.



4. Technical Approach



**Consolidated
Management
Company**

Staffing

We propose the following staffing for Nebraska Law Enforcement Training Facility:

Monday – Thursday

Food Service Director	Full-time
Lead Cook	Full-time
Food Service Worker	Full-time
Food Service Worker (3)	Part-time

Friday

Food Service Director	Full-time
Lead Cook	Full-time
Food Service Worker	Full-time

4. Technical Approach



**Consolidated
Management
Company**

Marketing Plan

Effective ways to fill your food facilities

MARKETING PHILOSOPHY

Our core marketing program starts from within by providing:

- **QUALITY, Tasty Food Selections**
- **Superior Service from Personnel**
- **A Clean, Inviting Environment**

These three factors are transferred from one customer to another through the most influential form of communication - *word-of-mouth*.

Effective Advertising

We will use a variety of media vehicles to reach the your students with the purpose of public relations and increasing sales. Using clearly visible signs, display boards and company email, where appropriate, we will inform your students about hours of operation, menus, prices, and promotions/special events.

Special 'Monotony Breakers' Marketing Programs

We have created a variety of Monotony Breakers to invite our customers to participate in some fun events during special occasions and at other times they create extra fun to help pick up the pace!

Samples on pages 77-80

Try one of our New Featured Breakfasts Limited time only

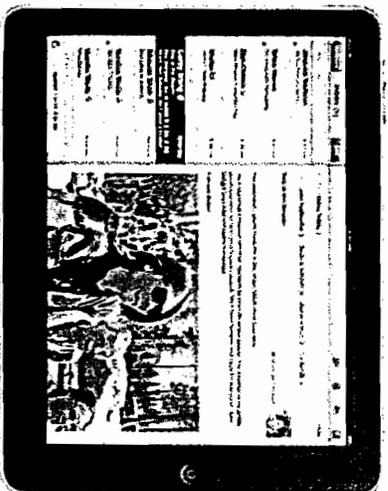
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- ★ Meat Lovers Omelet
 - ★ Breakfast the Night Before
 - ★ Ham & Egg Breakfast Burrito
 - ★ Sausage-Spinach Quiche
- with a drink (coffee or fountain soda) for only \$3.95
- October 22 – November 17



When you purchase a Breakfast Special you can enter to
WIN one of

4 iPads! (Companywide)

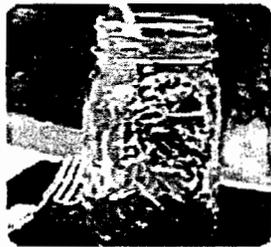


Enter Often

Enter Often

If you would like to register without a purchase, send self-addressed envelope to: Consolidated Management Company, 2670 106th Street, Suite 140, Des Moines, IA 50322. You will be sent an entry form via regular mail.

Try one or all of our New Featured Pork
Items under 400 calories between
August 30 & September 17



When you purchase a New Featured Pork
Item you can enter to win

***A travel voucher for \$1500!!!!!!
To use anyway you like!!!!!!***

(one prize awarded companywide)

Winner will be announced, September 27, 2010



Enter Often!

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If you would like to register without a purchase, send self addressed envelope to: Consolidated Management Company, 2670 106th Street, Suite 140, Des Moines, IA 50322. You will be sent an entry form via regular mail.



MUM'S THE WORD!

With every purchase of an entrée between
April 27– May 7, you can enter to win a
free potted mum just in time for Mother's
Day!



**THE DRAWING WILL BE
HELD ON
FRIDAY, MAY 8, 2009.**

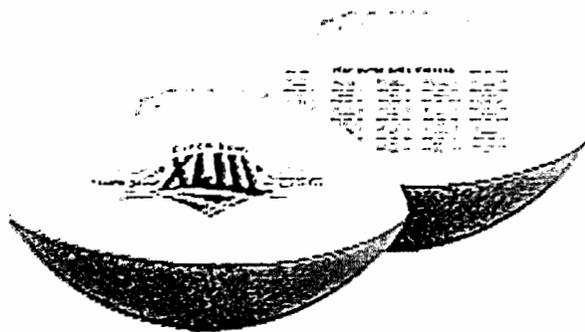
If you would like to register without a purchase, send self
addressed envelope to:

Consolidated Management Company

2670 106th Street, Suite 140

Des Moines, IA 50322





FREE SUPERBOWL FOOTBALL XLIII!

Now when you purchase a fountain
drink, you can enter the drawing to
win a prize!
(refills not eligible)

**Enter the drawing with every fountain drink
purchase between**

January 19 – 29

**You will receive a chance to enter the drawing for
Super Bowl Football!**

Enter often!

If you would like to register without a purchase, send self addressed envelope to:
Consolidated Management Company
2670 106th Street, Suite 140
Des Moines, IA 50322

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Winner will be announced on January 30

Dining

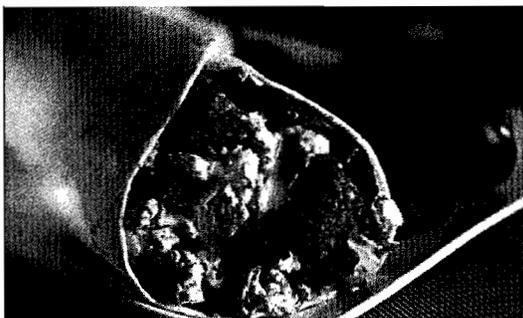
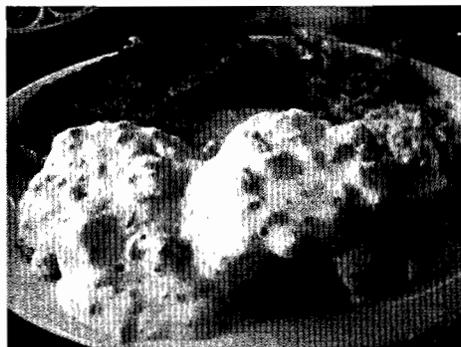
Menus and Pricing

Breakfast Menu



Wraps \$4.25 w/Juice \$4.95 w/Hash browns \$5.75
Herb Garden – all veggies
Original Breakfast – eggs, veggies, meat and cheese
Swiss Scrambler – fresh-made eggs with Swiss
cheese

Omelets \$4.25 w/Juice \$4.95 w/Hash browns \$5.75
Made to Order – 3 eggs with all the fixings
2 oz. choice: American cheese, Swiss cheese
Potatoes, Peppers, Onion, Tomato, Bacon, Sausage,
or Turkey



Ala Carte
Eggs to order \$.75 each
Breakfast Meat
Bacon – 2 each \$1.25,
Sausage 1 patty \$1.25
or 2 links \$1.35
Biscuits and Gravy \$3.65
(2 biscuits 6 oz. gravy with
hash browns & drink \$4.75)
Hash Browns \$1.75
Farmers Hash \$2.25₈₁

Dining
Menus and Pricing

Blue Plate Diner

At the Blue Plate Diner we combine *fresh* ingredients with our own Chef's creativity to create this cost-effective concept that features "*Home Cooked Meals*".



Dining

Menus and Pricing

Monday

Lunch	Rosemary Chicken ¼ cut	\$4.25	330 calories
	Home made Country Fried Potato (6 oz.)	\$1.29	320 calories
	Fresh Collard Greens (3 oz.)	\$1.25	60 calories
			710 total
Dinner	Parmesan Chicken Breast	\$4.25	330 calories
	Spaghetti with Red Sauce	\$1.29	130 calories
	Italian Veggies	\$1.25	35 calories
			495 total

Daily Special with Drink \$6.25

Tuesday

Lunch	Baked Pork Chop (6 oz.)	\$4.25	325 calories
	Fresh mashed red skin potatoes (6 oz.)	\$1.29	160 calories
	Fresh mixed veggies (3 oz.)	\$1.29	32 calories
			517 total
Dinner	Chicken Florentine	\$4.25	250 calories
	Rice Pilaf	\$1.29	220 calories
	Pea Pods	\$1.29	40 calories
			510 total

Daily Special with Drink \$6.25

Wednesday

Lunch	Classic Lasagna (6 oz.)	\$4.25	330 calories
	Vegetarian Lasagna (6 oz.)	\$4.25	250 calories
	Italian Blend Veggies (3 oz.)	\$1.29	35 calories
	Bosco Stick	\$1.25	150 calories
			765 total
Dinner	Action Station 	\$4.25	725 calories

Daily Special with Drink \$6.25

Thursday

Lunch	Mom's Home Made Meat Loaf (6 oz.)	\$4.25	300 calories
	Cheesy Potato (6 oz.)	\$1.29	375 calories
	Fresh Brussel Sprouts (3 oz.)	\$1.25	50 calories
			725 total
Dinner	Hot Beef Sunday	\$4.25	775 calories
	Mashed Potatoes	\$1.29	160 calories
	Buttered Peas	\$1.29	60 calories
			995 total

Daily Special with Drink \$6.25

Friday

Lunch	Chef Battered Fish (6 oz.)	\$4.25	325 calories
	Home made Seasoned French Fries (6 oz.)	\$1.29	230 calories
	Fresh Scalloped Corn (6 oz.)	\$1.29	90 calories
			645 total

Daily Special with Drink \$6.25

Blue Plate Diner

Dining Menus and Pricing

Monday

Lunch	White Fish Fillet (4 oz.)	\$4.25	275 calories
	Rice Pilaf (6 oz.)	\$1.29	240 calories
	Fresh Asparagus (3 oz.)	\$1.29	11 calories
			526 total
Dinner	Potato Bar with all the fixings	\$4.25	720 calories

Daily Special with Drink \$6.25

Tuesday

Lunch	Baked Ham (6 oz.)	\$4.25	275 calories
	Oven Browned Potato (6 oz.)	\$1.29	225 calories
	Fresh Cauliflower (3 oz.)	\$1.29	11 calories
			511 total
Dinner	Chicken Burritos	\$4.25	425 calories
	Refried Beans	\$1.29	235 calories
	Mexican Rice	\$1.29	270 calories
			930 total

Daily Special with Drink \$6.25

Wednesday

Lunch	Home made Chop Steak w/ onions and mushrooms (6 oz.)	\$4.25	725 calories
	Smothered Potato (6 oz.)	\$1.29	300 calories
	Corn Cobbett (6 oz.)	\$1.29	60 calories
			1,085 total
Dinner	Action Station 	\$4.25	725 calories

Daily Special with Drink \$6.25

Thursday

Lunch	Taco Salad (beef or chicken) (4 oz. meat)	\$4.25	640 calories
	Pinto Beans (6 oz.)	\$1.29	200 calories
	Mexican Rice (6 oz.)	\$1.29	275 calories
			1,115 total
Dinner	Roast Turkey	\$4.25	225 calories
	Scalloped Potatoes	\$1.29	300 calories
	Dilled Carrot Slices	\$1.29	26 calories
			551 total

Daily Special with Drink \$6.25

Friday

Lunch	Spaghetti w/Meatballs	\$4.25	1,160 calories
	Fresh veggie	\$1.29	25 calories
	Bosco Stick	\$1.29	150 calories
			1,335 total

Daily Special with Drink \$6.25

Blue Plate Diner

Dining Menus and Pricing

Monday

Lunch	<i>Beef Brisket (4 oz.)</i>	\$4.25	300 calories
	<i>Home made Garlic Mashed Potato (6 oz.)</i>	\$1.29	180 calories
	<i>Glazed Baby Carrots (3 oz.)</i>	\$1.25	90 calories
			570 total
Dinner	Mexican Chicken or Cheese Enchiladas	\$4.25	400 calories
	Refried Beans	\$1.29	100 calories
	Mexican Rice	\$1.29	340 calories
	<i>Daily Special with Drink \$6.25</i>		

Tuesday

Lunch	<i>Stuffed Chicken Breast (4 oz. breast)</i>	\$4.25	280 calories
	<i>Baked Potato (6 oz.) loaded</i>	\$1.29	532 calories
	<i>Broccoli Spears (3 oz.)</i>	\$1.25	23 calories
			835 total
Dinner	Chicken Broccoli Pasta Alfredo	\$4.25	660 calories
	Fresh Broccoli	\$1.29	23 calories
	Rice	\$1.29	200 calories
<i>Daily Special with Drink \$6.25</i>			883 total

Wednesday

Lunch	<i>Chicken Enchilada (2 each)</i>	\$4.25	390 calories
	<i>Beans & Rice (6 oz.)</i>	\$1.29	220 calories
	<i>Chips & Salsa (6 oz.)</i>	\$1.25	250 calories
			860 total
Dinner	Action Station 	\$4.25	725 calories
<i>Daily Special with Drink \$6.25</i>			

Thursday

Lunch	<i>Chicken Wings (each)</i>	\$.75 ea	100 calories
	<i>Home made Curly French Fries (6 oz.)</i>	\$1.29	500 calories
	<i>Fresh Okra (3 oz.)</i>	\$1.29	225 calories
			825 total
Dinner	Beef and Broccoli Stir Fry	\$4.25	250 calories
	Rice	\$1.29	200 calories
	Broccoli	\$1.29	23 calories
<i>Daily Special with Drink \$6.25</i>			473 total

Friday

Lunch	<i>Pork Ribs (4 bone)</i>	\$4.25	280 calories
	<i>Baked Sweet Potato (6 oz.)</i>	\$1.29	190 calories
	<i>Broccoli Au gratin (3 oz.)</i>	\$1.29	260 calories
			730 total

Daily Special with Drink \$6.25

Blue Plate Diner

Dining Menus and Pricing

Monday

Lunch	<i>Rosemary Chicken (1/4 cut)</i>	\$4.25	330 calories
	<i>Baby Bakers (6 oz.) loaded</i>	\$1.29	500 calories
	<i>Fresh String Beans (3 oz.)</i>	\$1.25	90 calories
			920 total
Dinner	<i>Beef Stew</i>	\$4.25	275 calories
	<i>Rice</i>	\$1.29	160 calories
	<i>Fresh Broccoli Spears</i>	\$1.29	23 calories
			458 total

Daily Special with Drink \$6.25

Tuesday

Lunch	<i>Oriental Beef Ribs (2 ea)</i>	\$4.25	310 calories
	<i>Potato Croquettes (6 oz)</i>	\$1.29	130 calories
	<i>Oriental Veggies (3 oz.)</i>	\$1.25	11 calories
			451 total
Dinner	<i>San Diego Fish Taco</i>	\$4.25	400 calories
	<i>Refried Beans</i>	\$1.29	100 calories
	<i>Spanish Rice</i>	\$1.29	250 calories
			750 total

Daily Special with Drink \$6.25

Wednesday

Lunch	<i>Open Faced Steak Sandwich</i>	\$4.25	320 calories
	<i>Steak Fries (6 oz.)</i>	\$1.29	390 calories
	<i>Creamed Spin:</i>  	\$1.25	160 calories
			870 total
Dinner	<i>Action Station</i>	\$4.25	725 calories

Daily Special with Drink \$6.25

Thursday

Lunch	<i>Chicken Spedini (4 breast)</i>	\$4.25	460 calories
	<i>Twice Baked Potato (6 oz.)</i>	\$1.29	300 calories
	<i>Fresh Carrots & Mushrooms (3 oz.)</i>	\$1.25	25 calories
			785 total
Dinner	<i>Flat Bread Pizzas</i>	\$4.25	340 calories
	<i>Golden Corn</i>	\$1.29	44 calories
	<i>American Fried Potatoes</i>	\$1.29	530 calories
			914 total

Daily Special with Drink \$6.25

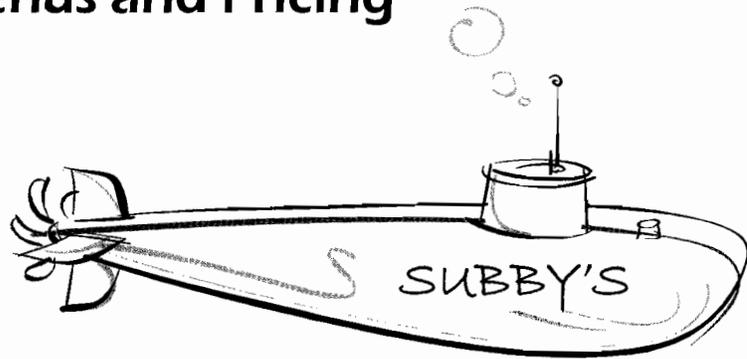
Friday

Lunch	<i>Steak Taco (4 oz. meat)</i>	\$4.25	680 calories
	<i>Refried Beans (6 oz.)</i>	\$1.29	100 calories
	<i>Potato Wedges (6 oz.)</i>	\$1.25	200 calories
			980 total

Daily Special with Drink \$6.25

Dining

Menus and Pricing



Following are samples of the menus for our exciting Action Stations. The Smokehouse Grill and Subby's will be available daily. The WOK and Noodles will be available every Wednesday.

Food made to order prepared right before your eyes!



Dining

Menus and Pricing



Breakfast at the Smoke House features fresh made wraps and omelets plus all your other breakfast favorites including fresh cut hash browns.

**Let our chef make your favorite dish while you wait.
Remember fresh ingredients + made fresh items =**

One Tasty Breakfast!

**Try one of our fresh made on-site bakery items. It
doesn't get any better than that**

What Smells Good - Tastes Better

Dining

Menus and Pricing

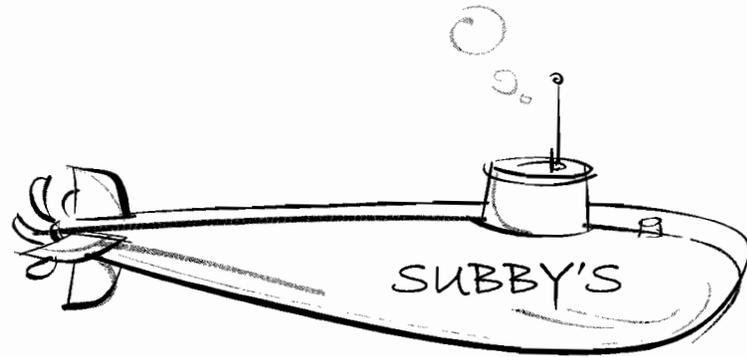


– Daily Grill

- **Sandwiches & More**
- **Fresh ¼# Grill Burgers** **\$3.35**
- **Add Cheese \$3.55 Bacon & Cheese** **\$4.35**
- **Fresh Chicken Breast (6 oz.)** **\$3.95**
- **Hand breaded Tenderloin (6 oz.)** **\$3.95**
- **Grilled Turkey Breast (6 oz.)** **\$3.65**
- **Grilled Cheese Sandwich** **\$2.05**
- **Sides & Things**
- Hand cut French Fries (6 oz.) \$1.95
- Tator Tots (6 oz.) \$1.95
- Hand cut onion rings (6 oz.) \$2.25
- Side Salad (3 oz.) \$2.25
- Cottage Cheese (3 oz.) \$1.95
- Fresh Raw Veggies w/dip (3 oz.) \$1.95
- Flavorful Yogurt (4 oz.) \$1.95
- Fresh Fruit (3 oz.) \$1.95

Dining

Menus and Pricing



Are you hungry for a sandwich, panini,
wrap, flatbread pizza?

We have it all at Subby's -

Sandwiches

Pizzas

Wraps

Soups

& Such

All items are prepared fresh, choose one of
our unique and fresh menu items or
choose your own ingredients and we'll
prepare it for you.

90

NOW THAT'S TASTY!

Dining

Menus and Pricing



The Wok offers freshly made Asian cuisine from your choice of rice or noodles, fresh toppings and homemade sauces.

The WOK is sure to satisfy.

Top off your meal with a handmade spring roll.

Time for Lunch?
We'll meet you at the WOK!

Dining

Menus and Pricing



w/ Spring Roll & 20 oz. Drink \$6.95

\$5.75

Rice or Noodles (6 oz.)

Choices of Meat (2 oz.)

Chicken, Beef & Shrimp

Pan Fried Noodles with Assorted Vegetables

Fried Rice (6 oz.)

Steamed Rice (6 oz.)

Toppings: Broccoli, String Beans, Cashews,
Mushrooms, Onions & Peppers (3 oz.)

Sauces (2 oz.)

Choices of Sesame, Sweet and Sour, & Curry

Appetizers

3 oz. Spring Rolls- \$1.35 each

Dining

Menus and Pricing



Noodles Pasta Bar

At Noodles your appetite will be satisfied with our fresh pasta selections prepared right before your eyes.

Pick your favorite pasta, sauce, and top it off with your favorite toppings; add a fresh baked breadstick and in minutes you'll have the meal that will more than satisfy.

Now That's Italian!

Dining

Menus and Pricing



With Breadstick &
Drink \$6.95

Pasta Bar \$5.75

Pasta Choices (6 oz.)

Penne
Rigatoni
Fettuccini
Spaghetti

Meat Choices (3 oz.)

Chicken
Italian Sausage
Meatballs
Shrimp (at additional cost)

Sauce Choices (4 oz.)

Alfredo
Cajun Alfredo
Pesto Cream
Meat

Available with any pasta choice. Additions available for an additional charge.

Dining

Menus and Pricing



Radish Rose's Garden Salad Bar

Our unique bar consists of a bountiful selection of **fresh** salads and accompaniments that can serve as a nutritious side salad or even a whole meal.

This inviting salad bar is stocked with black crocks and bowls, red ladles and tongs, garnished with fresh kale and roses made from fresh radishes. Daily features always include fresh mixed greens, toppings, a minimum of five salad dressings including one low-calorie and fat-free, plus mayonnaise salads, marinated salads, fruit and other salads (i.e. cottage cheese, gelatin, puddings).

Special sheets are available with a nutritional breakdown of the items. Attractive signage and presentation attracts customers.

Dining

Menus and Pricing

GRAB N' GO

Sub Sandwich	\$4.25
Wraps	\$4.25
Side Salad	\$2.95
Veggie Plate	\$2.95
Fruit Plate	\$2.95
Cole Slaw	\$1.95
Cottage Cheese	\$1.95
Yogurt	\$1.95
Pudding	\$1.95
Cookies	\$1.25
Brownies	\$1.40

Dining

Menus and Pricing

DESSERTS

Cookies	\$1.25
Cake	\$1.95
Pie (Fruit, Pecan, Sweet Potato)	\$1.95
Fruit Cobbler	\$2.25
Pudding (Banana, Bread, Rice)	\$1.25

Food: Board Plan Minimum Menu Selections



**Consolidated
Management
Company**

The indicated choices are intended as minimum standards only.

Regular Hot Breakfast - Monday through Friday

<u>Item (Min. # of Daily Choices)</u>	<u>Comments</u>
Juices (3)	Frozen and canned. One is always orange.
Fruit (2)	2 fresh, 1 canned.
Entrees (2)	An egg entrée and one non-egg entrée.
Potatoes (1)	Selected to complement entrée items.
Meat* (1)	Selected to complement entrée items.
Breads (4)	Assorted breads, bagels & English Muffins.
Pastries (2)	Donuts, sweet rolls, muffins, coffee cakes and turnovers.
Cold Cereals (3)	Non-sweetened & presweetened assortment.
Hot Cereals (1)	Season appropriate daily variety.
Action Station – (Self Serve)	
Belgian Waffle* (1)	Make your own at the Waffle Bar with an assortment of toppings and syrups.
Beverages (12)	Milk (2%, skim & chocolate), tea (iced & hot), coffee (regular & decaf), hot chocolate, fruit punch, lemonade and carbonated beverages (6 choices).
Condiments (-)	To include but not be limited to: margarine, syrup, jams, jellies, salt, pepper, sugar, peanut butter, honey, catsup and hot sauce.

*Varies by contract and equipment

Food: Board Plan Minimum Menu Selections



**Consolidated
Management
Company**

Continental Breakfast – Available after Hot Breakfast Monday-Friday

<u>Item (Min. # of Daily Choices)</u>	<u>Comments</u>
Juices (3)	Frozen and canned. One is always orange.
Fruit (2)	2 fresh, 1 canned.
Breads (4)	Assorted breads, bagels & English Muffins.
Pastries (2)	Donuts, sweet rolls, muffins, coffee cakes and turnovers.
Cold Cereals (3)	Non-sweetened & presweetened assortment.
Beverages (12)	Milk (2%, skim & chocolate), tea (iced & hot), coffee (regular & decaf), hot chocolate, fruit punch, lemonade and carbonated beverages (6 choices).
Condiments (-)	To include but not be limited to: margarine, syrup, jams, jellies, salt, pepper, sugar, peanut butter, honey, catsup and hot sauce.

*Varies by contract and equipment

Food: Board Plan Minimum Menu Selections



**Consolidated
Management
Company**

Lunch

Item (Min. # of Daily Choices) Comments

Healthy Options:

Soups (1)	Cream or broth plus chili.
Fruit (2)	2 fresh, 1 canned.
Salad Bar (4)	1 tossed salad, 8 toppings (carrots, green pepper, cucumbers, shredded cheese, croutons, etc.), 5 salad dressings to include one low calorie and 4 specialty salads (i.e. cottage cheese, potato salad, macaroni salad, coleslaw, three bean etc.).
Full Meal/Entrees (2)	Includes vegetable, starch, other standards.

Entrée

2 Entrees will be served per meal period. These items may include casserole, sandwich, lite entrée, hot food bars.

- Items from the same food group will not be served at the same meal period (beef with beef).
- Items from the same food category will not be served at the same meal period (casserole with casserole).
- A Vegetarian item will be served a minimum of once a week.

Starch

A minimum of one starch will be served daily; potatoes, pasta, rice, and stuffing/dressing.

Same starch will not be served two days in a row.

Mashed potatoes will be served no more than twice per lunch and twice per dinner for the week.

Gravy must be served with Mashed Potatoes.

Food: Board Plan Minimum Menu Selections



**Consolidated
Management
Company**

Lunch continued . . .

Item (Min. # of Daily Choices) Comments

Vegetable

One vegetable will be served daily.

Same vegetable will not be served two days in a row, or more than twice per lunch and twice per dinner for the week.

Breaded/Deep fried items are not considered a vegetable.

Action Station (1)	Once a week.
Grill Station* (1)	
Variety Station	

Cold Cereals (3)	Non-sweetened & presweetened assortment.
------------------	--

Beverages (12)	Milk (2%, skim & chocolate), tea (iced & hot), coffee (regular & decaf), hot chocolate, fruit punch, lemonade and carbonated beverages (6 choices).
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Condiments (-)	To include but not be limited to: margarine, syrup, jams, jellies, salt, pepper, sugar, peanut butter, honey, catsup and hot sauce.
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Dessert

Cookies and Bars

Two types of cookies and one other dessert.

i.e. Brownie, Cake, Pie, Cheesecake

Ice Cream (available depending on equipment).

Food: Board Plan Minimum Menu Selections



**Consolidated
Management
Company**

Dinner

Item (Min. # of Daily Choices) Comments

Healthy Options:

Soup (1)	Cream or broth soup.
Fruit (2)	2 fresh, 1 canned.
Salad Bar (5)	1 tossed salad, 8 toppings (carrots, green pepper, cucumbers, shredded cheese, croutons, etc.), 5 salad dressings to include one low calorie and 4 specialty salads (i.e. cottage cheese, potato salad, macaroni salad, coleslaw, three bean etc.).
Full Meal/Entrees (2)	May include solid meat entrée, casserole, hot sandwich, light entrée, specialty item and Hot Food Bars.

Entrée

2 Entrees will be served per meal period. These items will be divided into three Categories; Solid Meat, Casserole, and Sandwich
Solid Meat will be served a minimum of two times per week

Starch

A minimum of one starch will be served daily; potatoes, pasta, rice, and stuffing/dressing.

Chips are not considered a starch for dinner.

Same starch will not be served two days in a row.

Mashed potatoes will be served no more than twice per lunch and twice per dinner for the week.

Gravy must be served with Mashed Potatoes.

Food: Board Plan Minimum Menu Selections



**Consolidated
Management
Company**

Dinner

Item (Min. # of Daily Choices) Comments

Vegetable

One vegetable will be served daily.

Same vegetable will not be served two days in a row, or more than twice per lunch and twice per dinner for the week.

Breaded/Deep fried items are not considered a vegetable.

Action Station (1) Every Wednesday.

Grill Station (2)

Variety Station

Bakery Item

A minimum of one bakery item will be served daily; Dinner rolls, Garlic bread/sticks, cornbread/muffins. Sliced bread is not considered a bakery item.

Beverages (12) Milk (2%, skim & chocolate), tea (iced & hot),

coffee (regular & decaf), hot chocolate, fruit punch, lemonade and carbonated beverages (6 choices).

Condiments (-) To include but not be limited to: margarine, syrup, jams, jellies, salt, pepper, sugar, peanut butter, honey, catsup and hot sauce.

Dessert

Cookies and Bars

Two types of cookies and one other dessert.

i.e. Brownie, Cake, Pie, Cheesecake

Ice Cream (available depending on equipment).

Food Specifications



**Consolidated
Management
Company**

We start with quality ingredients

All food and supplies purchased shall be in conformance with the specified minimum standards of Federal and State specifications. Nebraska Law Enforcement Training Facility shall periodically, or as deemed necessary, inspect CMCo.'s inventory of food and supplies to determine that purchase standards are maintained.

Beef	USDA Choice - Steaks and roasts USDA - Stews and casseroles
Pork	USDA #1
Poultry	USDA Grade A
Provision & Variety Meat	USDA Grade #1 Govt. inspected plants
Fish & Seafood	Frozen fish must be a nationally distributed brand, packed under continuous U.S. Dept. of Interior Inspection.
Dairy Products	Butter - USDA Grade A (92) score Milk/Milk Products - USDA Grade A Eggs - Fresh USDA Grade AA
Canned Fruits & Fruit Juices	USDA Grade A (Fancy) is to be used for all graded fruits & Grade C (Standard) may be used only for pies.
Canned Vegetables	USDA Grade A (Fancy) is to be used for all graded vegetables. Grade B (Extra Standard) tomatoes may be used as an ingredient.

Food Specifications (continued)



**Consolidated
Management
Company**

Fresh Fruit & Fresh Vegetables	USDA Fancy to USDA No. 1 are to be used for all graded fresh fruits & vegetables as a minimum specification.
Frozen Fruits & Vegetables	USDA Grade A is to be used for all graded frozen fruits & vegetables as a minimum specification.
Other	All other grocery and condiment items are to be products that are Grocery acceptable through wide usage.

All meat cuts shall be in accordance with U.S.D.A. specifications. The indicated grades are intended as minimum standards only.

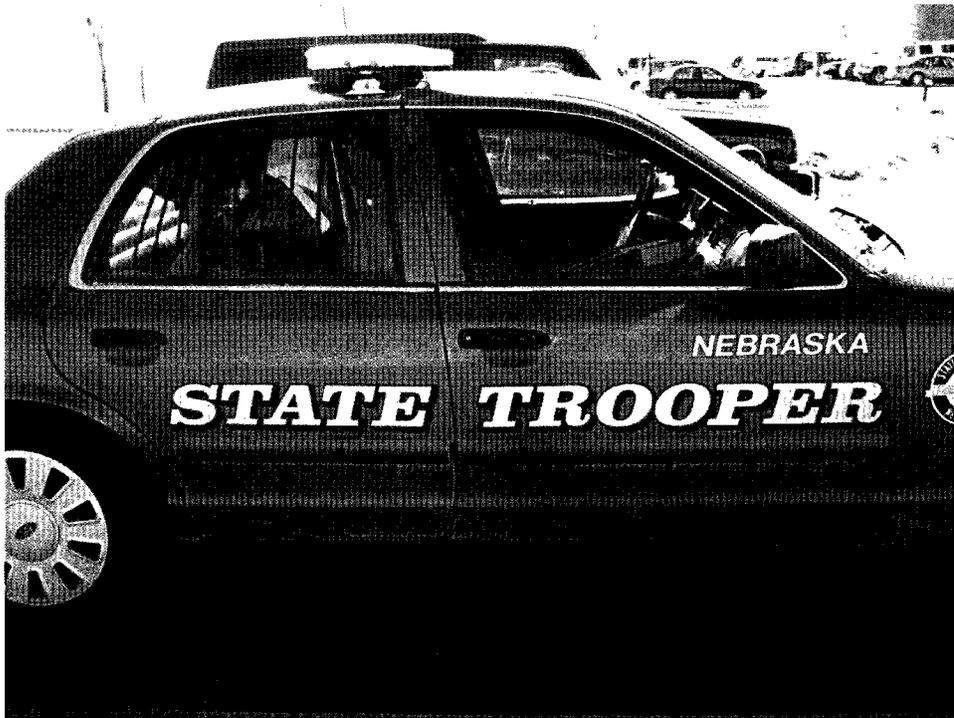
Sources

CMCo. shall respect your wishes regarding usage of state products and product boycotts where the resulting costs do not significantly jeopardize the charges and commissions of this contract.

Procurement Procedures

CMCo. shall maintain rigid procurement procedures throughout the entire process of purchasing - receiving, storage and inventory. In addition, CMCo. shall pay for all food, direct supplies relating to food production, service and management costs applicable to the direct operation of the food service.

Cost Proposal Requirements



Cost Proposal



**Consolidated
Management
Company**

Pricing Summary

SALES

Board Sales	\$243,778
Cash Sales	\$ 5,000

\$248,778

EXPENSES

Food Cost	\$ 88,000
Labor	\$115,000
Direct *	\$ 32,000

\$235,000

Profit

\$13,778

Assumptions:

- 187 full service days (breakfast/lunch/dinner)
- 46 partial service days (breakfast/lunch)
- Average number of trainees – 45 per day
- Labor:
 - (1) Food Service Director – full-time
 - (1) Lead Cook – full-time
 - (1) Food Service Worker – full-time
 - (3) Food Service Workers – part-time

*Supplies, Insurance, Replacement Costs, Marketing, Training, Truck rental, Computer, Corporate Overhead, etc.

Attachment A

Cost Schedule

Request for Proposal Number 3562Z1

A. Meal Plan

The Meal Plan is the total cost of all meals charged to agencies for each student for the entire 14 week basic academy. It also serves as a basis for individual meals purchased by other students and staff whether attending a weeklong course or simply having a one-time meal, including the Nebraska State Patrol. The below price is for a full meal including hot entree, salad/fruit, beverage, and desert. **No individual meals or consumption of a number of individual items will exceed this base cost.**

Breakfast	\$ 4.25
Lunch	\$ 9.50
Dinner	\$ 9.50
Day Total	\$ 23.25

B. Price list of individual Items attached: Yes X No _____

Diners who are not basic students shall have an option of eating individual items short of a full meal (ala carte pricing). Popular individual items would include salad bar, soup & salad bar, main entrée only with no salad or desert, sandwich & chips, eggs & toast only, cup of coffee or beverage, coffee or beverage for all day, and any items such as candy bars or other sundries that the vender may desire to sell at the register.

Note: The price list for individual items will not be a part of the cost evaluation.

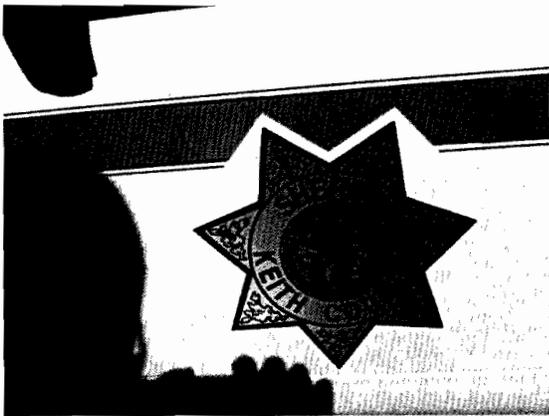
C. Bidder's acknowledgement of compliance that meals will not be billed in advance:

Bidder agrees to invoice students/agencies after meals have been consumed. No meals provided shall be billed in advance.

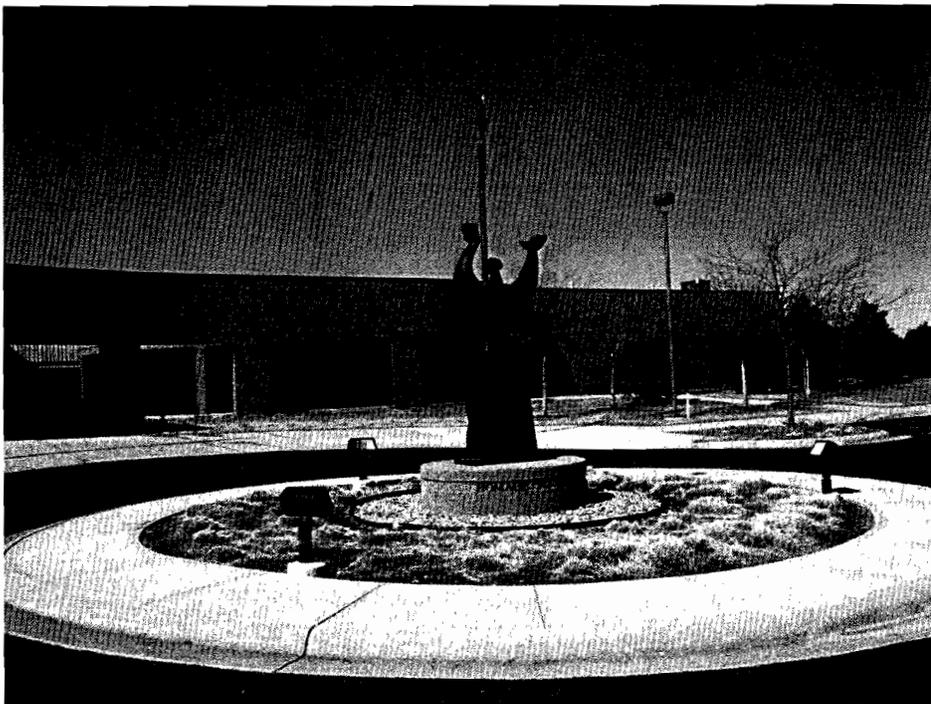
Compliant X Non-Compliant _____

Note: Bidder must mark "**Compliant**" in this section in order to have their proposal response evaluated. Responses to this Form that are marked "**Non-Compliant**" will not be forwarded to the Nebraska Commission on Law Enforcement and Criminal justice for evaluation.





Payment Schedule



Payment Schedule



**Consolidated
Management
Company**

Consolidated Management Company will establish accounts with students and/or appropriate agencies to set up weekly billing.

ADDENDUM THREE

DATE: March 26, 2011

TO: All Vendors

FROM: Suzanne Siemer, Buyer
State Purchasing Bureau

RE: RFP Number 3562Z1

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
11.	Contract award	May 2, 2011 April 26, 2011
12.	Contractor start date	May 9, 2011 May 2, 2011

This addendum will become part of the proposal and should be acknowledged with the RFP.

ADDENDUM TWO

DATE: March 7, 2011

TO: All Vendors

FROM: Suzanne Siemer, Buyer
 State Purchasing Bureau

RE: Questions and Answers for RFP Number 3562Z1
 to be opened March 30, 2011

Following are the questions submitted and answers provided for the above mentioned Request For Proposal. The questions and answers are to be considered as part of the Request For Proposal.

QUESTIONS	ANSWERS
<p>1. This past year, all Basic Course Classes ended with from 29 to 19 students; do you expect an increase or decrease in next year's numbers? Usually losing from 4 to 6 students per class from the start of class.</p>	<p>The State is anticipating that the numbers will stay the same, starting at about 35 and graduating 29. The Academy can accept up to 50 students per session.</p>
<p>2. With a 10% cut in funding for all agencies in the State of Nebraska, how will it affect regular training for Nebraska Law Enforcement Training Center? Will it reduce the number of students or classes next year. We have noticed a large decrease in the number of students attending courses in January 2011.</p>	<p>NLETC is anticipating a reduction to their cash fund but have no plans to reduce course offerings or instructional staff in the next biennium (2011-2013).</p>
<p>3. The State Patrol has only had 1 Basic course in two years, currently with 11 students; with no plans of additional classes during the full year of 2011.</p>	<p>Pending the outcome of this legislative session, there is a possibility of a recruit class in 2011. However, this is not yet confirmed.</p>

QUESTIONS	ANSWERS
<p>4. How is the 10% cut from the State of Nebraska going to affect the State Patrol regular in-service training.</p>	<p>At present, the plan to continue with Centralized in-service training is moving forward. This is an integral part of the Annual Training proposal.</p>
<p>5. We would like to know if there is a way to ask the students daily if they are going to eat at the cafeteria or go out on town to eat, giving us an estimated number of meals prior to 0900, this would greatly reduce our food cost when they all decide to go out on town and eat. We prepare enough food for 40 people but only 20 eat at the cafeteria, this seems to be a big problem during lunch and dinner.</p>	<p>Yes, there is a way to obtain a count. After the contract has been awarded, the State of Nebraska will work with the successful vendor to implement this count process.</p> <p>Any meal count would not be binding on the State should students change their minds and not eat at the facility. The noon meal is at the expense of the state trooper, even while attending in-service training, and as such, the trooper can opt to eat away from the facility.</p>
<p>6. Can the Food Service terminate the contract with a 30 day notice, just like the State of Nebraska?</p>	<p>Please refer to language in the RFP under Section III. Y. EARLY TERMINATION 1. The State and the contractor, by mutual written agreement, may terminate the contract at any time.</p>
<p>7. What is adequate staff to ensure cafeteria lines move smoothly and efficiently? Is there an exact number or position that the NLETC would like?</p>	<p>The State of Nebraska does not have a number of adequate staff. Adequate staff may vary with individual management approach. NLETC is expecting service that provides an efficient line with minimal wait time for students waiting to be served. Therefore, bidders should propose their recommended number of staff in order to meet the requirements of this RFP.</p>
<p>8. Can Consolidated Management Company Food Service have a copy of last year's class enrollments and days off?</p>	<p>Yes, please see the separate document posted on State Purchasing's website called "Training Summary"</p> <p>State Holidays and periods of cafeteria closure for last year are as follows:</p> <p>Jan 18, Feb 15, Apr 30, May 31, Jul 5, Sep 6, Oct 11, Nov 22-26, Dec 13-31, 2010</p>
<p>9. Does the Food Service bill the students, the state of Nebraska, an agency, a county or a department?</p>	<p>Food service will invoice the student's employing agency unless the student is attending on his own.</p>
<p>10. Are there any fees associated with the cash register system?</p>	<p>No, there are no fees associated with the cash register system.</p>
<p>11. Is Internet connection provided?</p>	<p>Yes, internet connection is provided.</p>

QUESTIONS	ANSWERS
<p>12. Can Consolidated Management Company Food Service have a copy of a current wage scale for food service employees?</p>	<p>The incumbent vendor invoices the respective using agencies based on the established contract prices. The State of Nebraska does not have access to the vendor's wage scale for its employees.</p>
<p>13. What are the dining hours on Fridays? Is this set or up to discussion between the NLETC and Food Service? There are different hours posted than what is in the RFP. Which would you like?</p>	<p>On Fridays, the cafeteria closes at the conclusion of lunch. Therefore, there is no evening meal. Minor adjustments to hours of operation are accommodated by mutual agreement of NLETC, NSPTA and the vendor.</p>
<p>14. How many employees, not counted as students, usually eat at the facility?</p>	<p>Approximately 12 of the employees, not counting students, eat one meal at the cafeteria in a day. Bidders should note, the State of Nebraska does not guarantee number of employees that will eat at the cafeteria or number of meals that will be consumed in any given day.</p>
<p>15. What is your definition of Fresh Food? For example, pre made pizza that is frozen and needs cooked or frozen broccoli? Are these fresh or not in the definition for the NLETC?</p>	<p>The NLETC is looking for fresh ingredients, wholesome, nutrient-dense food, no imitation ingredients, and menu variety all which is prepared for consumption using a recipe and cooked on site. A healthy, frozen pizza served once in a monthly rotation would be acceptable as well as frozen broccoli. Frozen TV style dinners warmed in a microwave or deep-fat fried would not be acceptable.</p>
<p>16. What is the main reason the NLETC is going out to bid?</p>	<p>The NLETC has a continued need for this service when the current contract expires. The RFP requirements have been revised and should be carefully reviewed.</p>
<p>17. Can the NLETC provide a current menu and price list?</p>	<p>Yes, please see the separate document posted on State Purchasing's website called "Menu". This is for informational purposes only. Vendors are expected to provide their own original approaches. Prices are as follows Breakfast, \$5.09, Lunch, \$7.00, Dinner, \$7.00</p>

ADDENDUM ONE

DATE: February 23, 2011
TO: All Vendors
FROM: Suzanne Siemer, Buyer
State Purchasing Bureau
RE: RFP Number 3562Z1

SCOPE OF ADDENDUM

The following is an amendment to Request For Proposal 3562Z1:

I. CONTRACT (Section IV.I.1.)

1. Notification of intention to renew this contract for an additional one year period will be made by the State on or before September 1 of each year during the term of the contract or any renewal. **prior to the expiration of the contract or any renewal.**

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

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

SOLICITATION NUMBER	RELEASE DATE
3562Z1	February 14, 2011
OPENING DATE AND TIME	PROCUREMENT CONTACT
March 30, 2011 2:00 p.m. Central Time	Suzanne Siemer

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

PLEASE READ CAREFULLY!

SCOPE OF SERVICE

The State of Nebraska, Administrative Services (AS), Materiel Division, Purchasing Bureau, is issuing this Request for Proposal, RFP Number 3562Z1 for the purpose of selecting a qualified contractor to provide On-Site Food Service at the Nebraska Law Enforcement Training Center (NLETC), 3600 North Academy Road, Grand Island, Nebraska 68801.

Written questions are due no later than March 2, 2010 and should be submitted via e-mail to matpurch.dasmat@nebraska.gov. Written questions may also be sent by facsimile to (402) 471-2089.

A Pre-Proposal Conference with mandatory attendance will be held on March 1, 2010 10:00 a.m. Central Time at Nebraska Law Enforcement Training Center (NLETC).

Bidder should submit one (1) original and (6) copies of the entire proposal. In the event of any inconsistencies among the proposals, the language contained in the original proposal shall govern. Proposals must be submitted by the proposal due date and time.

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

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

BIDDER MUST COMPLETE THE FOLLOWING

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

FIRM: _____

COMPLETE ADDRESS: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

SIGNATURE: _____ DATE: _____

TYPED NAME & TITLE OF SIGNER: _____

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GLOSSARY OF TERMS

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

Addendum: Something added or deleted.

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

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

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

Amendment: Written correction or alteration.

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

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

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

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

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

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

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

Business Day: Any weekday, excepting public holidays.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Mandatory: Required, compulsory or obligatory.

May: Denotes discretion.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Should: Indicates an expectation.

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

Solicitation Document: Request for Proposal.

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

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

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

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

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

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

Vendor: An actual or potential contractor; a contractor.

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

I. SCOPE OF THE REQUEST FOR PROPOSAL

The State of Nebraska, Administrative Services (AS), Materiel Division, Purchasing Bureau (hereafter known as State Purchasing Bureau), is issuing this Request for Proposal, RFP Number 3562Z1 for the purpose of selecting a qualified contractor to provide On-Site Food Service at the Nebraska Law Enforcement Training Center (NLETC), 3600 North Academy Road, Grand Island, Nebraska 68801.

A contract resulting from this Request for Proposal will be issued for a period of three (3) years effective from date of contract award, with the option to renew for two (2) additional one (1) year periods as mutually agreed upon by all parties.

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	February 14, 2011
2.	Last day to submit "Notification of Intent to Attend Pre-Proposal Conference"	February 23, 2011
3.	Mandatory Pre-Proposal Conference Location: Nebraska Law Enforcement Training Center 3600 North Academy Road Grand Island NE 68801	March 1, 2011 10:00 a.m. Central Time
4.	Last day to submit written questions after Pre-Proposal Conference	March 2, 2011
5.	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 7, 2011
6.	Proposal opening Location: Nebraska State Office Building State Purchasing Bureau 301 Centennial Mall South, Mall Level Lincoln, NE 68508	March 30, 2011 2:00 PM Central Time
7.	Review for conformance of mandatory requirements	March 30, 2011
8.	Evaluation period	March 31- April 7, 2011
9.	"Oral Interviews/Presentations and/or Demonstrations" (if required)	TBD
10.	Post "Letter of Intent to Contract" to Internet at: and/or http://www.das.state.ne.us/materiel/purchasing/rfp.htm	April 18, 2011
11.	Contract award	May 2, 2011
12.	Contractor start date	May 9, 2011

II. PROCUREMENT PROCEDURES

A. PROCURING OFFICE AND CONTACT PERSON

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

Name: Suzanne Siemer
Agency: State Purchasing Bureau
Address: 301 Centennial Mall South, Mall Level
Lincoln, NE 68508

OR

Address: P.O. Box 94847
Lincoln, NE 68509
Telephone: 402-471-2401
Facsimile: 402-471-2089
E-Mail: matpurch.dasmat@nebraska.gov

B. GENERAL INFORMATION

The Request for Proposal is designed to solicit proposals from qualified vendors who will be responsible for providing On-Site Food Service at the Nebraska Law Enforcement Training Center (NLETC), 3600 North Academy Road, Grand Island, Nebraska 68801 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 State Purchasing Bureau 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 State Purchasing Bureau and clearly marked "RFP Number 3562Z1; On-Site Food Service Questions". It is preferred that questions be sent via e-mail to matpurch.dasmat@nebraska.gov. Questions may also be sent by facsimile to 402-471-2089, but must include a cover sheet clearly indicating that the transmission is to the attention of Suzanne Siemer, showing the total number of pages transmitted, and clearly marked "RFP Number 3562Z1; On-Site Food Service Questions".

Written answers will be provided through an addendum to be posted on the Internet at <http://www.das.state.ne.us/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 mandatory 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://www.das.state.ne.us/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.

1. NOTIFICATION OF INTENT TO ATTEND MANDATORY PRE-PROPOSAL CONFERENCE

Notification of attendance should be submitted to the State Purchasing Bureau via e-mail (matpurch.dasmat@nebraska.gov), facsimile (402-471-2089), hand delivery or US mail by the date shown in the Schedule of Events. Potential bidders should utilize the "Notification of Intent to Attend Pre-Proposal Conference" (see Form B) that accompanies this document to the contact person shown on the cover page of the Request For Proposal Form. This form should be filled out in its entirety and returned no later than the date shown in the Schedule of Events.

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.

To facilitate the proposal evaluation process, one (1) original, clearly identified as such, and six (6) copies of the entire proposal should be submitted. The copy marked "original" shall take precedence over any other copies, should there be a discrepancy. Proposals must be submitted by the proposal due date and time. A separate sheet must be provided that clearly states which sections have been submitted as proprietary or have copyrighted materials. All proprietary information the bidder wishes the State to withhold must be submitted in accordance with the instructions outlined in Section III, Proprietary Information. Proposal responses should include the completed Form A, Bidder Contact Sheet. Proposals must reference the request for proposal number and be sent to the specified address. Container(s) utilized for original documents should be clearly marked "ORIGINAL DOCUMENTS". Please note that the address label should appear as specified in Section II part A on the face of each container or bidder's bid response packet. Rejected late proposals will be returned to the bidder unopened, if requested, at bidder's expense. If a recipient phone number is required for delivery purposes, 402-471-2401 should be used. The request for proposal number must be included in all correspondence.

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

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

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 after the proposal opening. Vendors may also contact the State to schedule an appointment for viewing proposals after the opening date.

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. Executive Summary;
2. Corporate Overview shall include but is not limited to;
 - a. the ability, capacity and skill of the bidder to deliver and implement the system or project that meets the requirements of the Request for Proposal;
 - b. the character, integrity, reputation, judgment, experience and efficiency of the bidder;
 - c. whether the bidder can perform the contract within the specified time frame;
 - d. the quality of bidder performance on prior contracts;
 - e. such other information that may be secured and that has a bearing on the decision to award the contract;
3. Technical Approach;
 - a. Staffing Level
 - b. Marketing Plan
 - c. Meal Plan
 - d. Food prepared on site using fresh ingredients, no imitation products
 - e. Innovative Approaches

- f. Menu
 - i. Variety
 - a) Daily
 - b) Weekly
 - c) Monthly

L. Technical Requirements Matrix Cost Proposal

Note: Evaluation will be based on cost proposal section A of Attachment A, not on the price list of individual items found in section B of Attachment A.

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 State Purchasing Bureau website at <http://www.das.state.ne.us/materiel/purchasing/rfp.htm>. Evaluation criteria will not be released prior to the proposal opening.

M. 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.

N. 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 Request For Proposal For Contractual Services form;
2. Executive Summary;
3. Corporate Overview;
4. Technical Approach; and
5. Cost proposal/Attachment A with section "C" marked "Compliant".

O. REFERENCE CHECKS

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

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

top scoring bidders may receive reference checks and negative references may eliminate bidders from consideration for award.

P. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS

All bidders are expected to comply with any statutory registration requirements. It is the responsibility of the bidder who is the recipient of an Intent to Award to comply with any statutory registration requirements pertaining to types of business entities (e.g. a foreign or Nebraska corporation, non-resident contractor, limited partnership, or other type of business entity). The bidder who is the recipient of Intent to Award will be required to certify that it has so complied and produce a true and exact copy of its registration certificate, or, in the case registration is not required, to provide the reason as to why none is required. This must be accomplished prior to the award of contract.

Q. 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 indentifying the term or condition by subsection, (2) including an explanation for the bidder's inability to comply with such term or condition which includes a statement recommending terms and conditions the bidder would find acceptable. Rejection in whole or in part of the Terms and Conditions may be cause for rejection of a bidder's proposal.

A. GENERAL

Accept
& Initial

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

1. the signed Request For Proposal form;
2. the original Request for Proposal document;
3. any Request for Proposal addenda and/or amendments to include questions and answers;
4. the contractor's proposal;
5. any contract amendments, in order of significance; and
6. 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 one (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) contract amendments with the latest dated amendment having the highest priority, 3) Request for Proposal addenda and/or amendments with the latest dated amendment having the highest priority, 4) the original Request for Proposal, 5) the signed Request For Proposal form, 6) the contractor's proposal.

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

All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the Request for Proposal. The State reserves the right to reject any or all proposals, wholly or in part, or to award to multiple bidders in whole or in part, and at its discretion, may withdraw or amend the Request for Proposal at any time. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State. The Request for Proposal does not commit the State to award a contract. If, in the opinion of the State, revisions or amendments will require substantive changes in proposals, the due date may be extended.

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

Once an intent to award decision has been determined, it will be posted to the Internet at:

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

Grievance and protest procedure is available on the Internet at:

<http://www.das.state.ne.us/materiel/purchasing/agencycommoditiesprocurementmanual/ProtestGrievanceProcedureForCommodities&Services.doc>

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

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

Accept
& Initial

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

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

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

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. 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 State (or 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	\$2,000,000
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	\$1,000,000 combined single limit
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d. UMBRELLA/EXCESS LIABILITY

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

The contractor should furnish the State, with their proposal response, a certificate of insurance coverage complying with the above requirements, which State Purchasing will submit to Administrative Services, Risk Management Division, 301 Centennial Mall South, 1st Fl, Lincoln, NE 68508 (facsimile 402-471-2800). These certificates or the cover sheet shall reference the RFP number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration and amounts and types of coverage afforded. If the State is damaged by the failure of the contractor to maintain such insurance, then the contractor shall be responsible for all reasonable costs properly attributable thereto.

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

G. COOPERATION WITH OTHER CONTRACTORS

Accept
& Initial

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

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

H. INDEPENDENT CONTRACTOR

Accept
& Initial

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

X. NOTIFICATION

Accept
& Initial

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

The contract may be terminated as follows:

1. The State and the contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, in its sole discretion, may terminate the contract for any reason upon 30 days written notice to the contractor. Such termination shall not relieve the contractor of warranty or other service obligations incurred under the terms of the contract. In the event of cancellation the contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.

3. The State may terminate the contract immediately for the following reasons:
- a. if directed to do so by statute;
 - b. contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
 - c. a trustee or receiver of the contractor or of any substantial part of the contractor's assets has been appointed by a court;
 - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its contractor, its employees, officers, directors or shareholders;
 - e. an involuntary proceeding has been commenced by any party against the contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) days; or (ii) the contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the contractor has been decreed or adjudged a debtor;
 - f. a voluntary petition has been filed by the contractor under any of the chapters of Title 11 of the United States Code;
 - g. contractor intentionally discloses confidential information;
 - h. contractor has or announces it will discontinue support of the deliverable;
 - i. second or subsequent documented "vendor performance report" form deemed acceptable by the State Purchasing Bureau.

Z. FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS

Accept
& Initial

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

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

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. FORCE MAJEURE

Accept
& Initial

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

DD. PROHIBITION AGAINST ADVANCE PAYMENT

Accept
& Initial

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

EE. PAYMENT

Accept
& Initial

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

FF. INVOICES

Accept
& Initial

Invoices for payments must be submitted by the contractor to the agency requesting the services with sufficient detail to support payment. At a minimum, breakdown by breakfast, lunch and dinner, as well as a total. 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 stopping 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.

GG. AUDIT REQUIREMENTS

Accept
& Initial

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

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

HH. TAXES

Accept
& Initial

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

II. INSPECTION AND APPROVAL

Accept
& Initial

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

JJ. CHANGES IN SCOPE/CHANGE ORDERS

Accept
& Initial

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

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

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

KK. SEVERABILITY

Accept
& Initial

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

LL. CONFIDENTIALITY

Accept
& Initial

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

It is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable to contractors by 5 U.S.C. 552a (m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established hereunder, 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.

MM. PROPRIETARY INFORMATION

Accept
& Initial

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

NN. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION/COLLUSIVE BIDDING

Accept
& Initial

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

OO. PRICES

Accept
& Initial

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

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

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

PP. BEST AND FINAL OFFER

Accept
& Initial

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

QQ. ETHICS IN PUBLIC CONTRACTING

Accept
& Initial

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

Bidders shall be prohibited from utilizing the services of lobbyists, attorneys, political activists, or consultants to secure the contract. It is the intent of this provision to assure that the prohibition of state contact during the procurement process is not subverted through the use of lobbyists, attorneys, political activists, or consultants. It is the intent of the State that the process of evaluation of proposals and award of the contract be completed without external influence. It is not the intent of this section to prohibit bidders from seeking professional advice, for example consulting legal counsel, regarding terms and conditions of this Request for Proposal or the format or content of their proposal.

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

RR. INDEMNIFICATION

Accept
& Initial

1. GENERAL

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

2. INTELLECTUAL PROPERTY

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

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

3. PERSONNEL

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

SS. NEBRASKA TECHNOLOGY ACCESS STANDARDS

Accept
& Initial

Contractor shall review the Nebraska Technology Access Standards, found at <http://www.nitc.state.ne.us/standards/accessibility> 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.

TT. ANTITRUST

Accept
& Initial

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.

UU. DISASTER RECOVERY/BACK UP PLAN

Accept
& Initial

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

VV. TIME IS OF THE ESSENCE

Accept
& Initial

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.

WW. RECYCLING

Accept
& Initial

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

XX. DRUG POLICY

Accept
& Initial

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

YY. NEW EMPLOYEE WORK ELIGIBILITY STATUS

Accept
& Initial

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

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

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.
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.

ZZ. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY

Accept
& Initial

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

IV. PROJECT DESCRIPTION AND SCOPE OF WORK

The bidder must provide the following information in response to this Request for Proposal.

A. PROJECT ENVIRONMENT

1. The State will supply the successful bidder with space to perform food service operations, such as space for storage, preparation and service of food, dining, and office space.
2. The NLETC buildings, including the cafeteria shall be tobacco free in its entirety.
3. The contractor and its employees and agents may enter the cafeteria during non-public times for the purpose of preparing for food service, receiving or making deliveries, cleaning or making repairs.
4. The State shall provide adequate keys to NLETC premises. Contractor agrees not to change or add any locks to doors, windows or equipment. Should Contractor desire any change or additional locks, a written request shall be made. Contractor shall provide, at its expense, necessary padlocks and/or other security devices not provided by the State at the commencement of the contract. Contractor shall not, with the exception of storage devices used, house contractor's personnel records, install or maintain any locks/security devices without providing NLETC with relevant combinations, codes, or keys.
5. Contractor shall not make any unapproved additions, alterations or improvements to the State owned property, including, but not limited to the installation of fixtures, appliances, or equipment or the painting or changing of the premises in any way. Should the Contractor desire any such additions, alterations or improvements, it may submit a written request to the State outlining the need and desire for such changes. If approved, the cost of any additions, alterations or improvements shall be borne by the Contractor unless otherwise agreed upon between the parties. All additions, alterations and improvements authorized by the State and made by Contractor shall become the property of the State upon the expiration or termination of the contract. However, the State may, at its option, require the contractor to remove at its cost and expense, any such additions, alterations or improvements at the end of the contract term or any termination of the contract.
6. Contractor will not place or cause to be placed or maintained on or about the premises any permanent signs, promotional posters, banners or similar materials without first obtaining the State's approval. Contractor will maintain any approved signs, posters, banners, in good condition and repair. All signs will be at Contractor's expense.
7. The State will supply adequate capital equipment and non-expendable supplies to be used for food service programs to include fixed and movable equipment, expendable equipment, glassware, flatware and chinaware. Such equipment and supplies will be of quantity and quality as determined by the State.
8. The State will maintain the food equipment inventory including china, silver, and glassware at the State's expense. Replacement of this inventory shall be made periodically as required for efficient food service on specifications determined by the State.

B. PROJECT REQUIREMENTS

1. Efficient service of diners is essential to maintain class schedules and maximize training time. Traffic flow, preparation of sufficient food, and serving arrangements must facilitate the efficient flow of students through the cafeteria.
2. Cafeteria lines will be well stocked throughout the entire service period. The last diner is to be offered the same range of choices as the first.
3. All hot food must reach the diner hot and all cold food cold.
4. Contractor must maintain housekeeping and sanitation programs to meet the highest standards of cleanliness throughout the food storage and preparation area, cooking area, service area and dining room.
5. Grade minimum for food items shall be:
 - a. Beef – USDA Choice. Ground beef patties may contain a maximum of 5% combined protein derivatives and a maximum fat content of the finished raw patty of 20%.
 - b. Pork – USDA #1.
 - c. Poultry – USDA Grade A.
 - d. Fish and seafood – Frozen fish must be a nationally distributed brand, packed under inspection of U.S Department of the Interior
 - e. Dairy Products – USDA Grade A
 - f. Eggs – Fresh USDA Grade AA
 - g. Canned Fruit Products – USDA Grade A Fancy
 - h. Frozen Vegetables – USDA Grade A
 - i. Frozen Fruits – USDA Grade A

C. PERSONNEL

1. Contractor will at all times maintain on duty an adequate staff of employees for efficient operation. Bidder must provide a proposed staffing matrix that identifies the staffing organization, functional responsibilities, and key personnel.
2. Contractor will assign a resident food service director/manager to NLETC as director of its food operations. The director assigned will have experience in the operation of cafeteria service. The individual selected for this position will have the prior approval of the State.
3. Authorized Food Service personnel assigned will have access to the NLETC front office area to speak with staff, obtain mail and make copies when required. Additional access will require a visitor's pass be obtained from NLETC front office personnel.
4. Contractor will conduct background investigations of all applicants hired to work at NLETC. Contractor will not hire individuals with serious criminal records. Contractor will provide names and identifying information for each employee to allow a search of criminal records through the Criminal Identification Division of the Nebraska State Patrol. The State shall have, on a continuing basis and within its sole discretion, the right to approve or reject Contractor's choice of personnel assigned to NLETC. The State may, on a continuing basis and within its sole discretion, reject such choice of personnel and require Contractor to replace, to the State's satisfaction, rejected

personnel. The State's exercise of its rights herein described shall not affect in any way or to any degree, any of Contractor's obligations and duties hereunder, and Contractor shall continue to provide the services described herein. No exercise by the State of its rights described in this paragraph is intended to, nor shall it be construed to, constitute a termination of this contract, unless the Contractor shall refuse to comply with the State's request to remove and replace rejected personnel.

5. Contractor shall provide staff to cover all meals, preparation, special dinners, and events requiring refreshments as provided in this scope of work. No state employee or student of the NLETC can be used to supplement the contractor's staff in fulfilling requirements of this contract.
6. Contractor will provide headquarters management staff to routinely review and inspect operations, fill staff vacancies if necessary, and generally consult with the State on current and future food service programs.
7. Contractor shall have the staff and resources to provide on a continuous basis satisfactory training and development for its employees.
8. Contractor personnel will observe all regulations of NLETC.
9. Contractor will comply with all governmental regulations pertaining to food service, and food handler personnel in regard to health examinations, certification, licenses, or any other matter pertinent to such employees and supply the State with certification of compliance.
10. Contractor shall insure food handlers adhere to the highest standards of cleanliness and sanitary practices in the preparation, service, transport and storage of food and related items.
11. Contractor will insure food handlers wear suitable and effective hair restraints while in the cafeteria area.
12. Contractor will train food handlers to wash hands properly, frequently, and at appropriate times, and to use single use gloves if the handler is wearing artificial fingernails or fingernail polish or when hands are bandaged.
13. Contractor will train food handlers to change aprons or other attire when soiled.

D. SCOPE OF WORK

1. The Nebraska Commission on Law Enforcement and Criminal Justice, hereinafter referred to as the State, is requesting proposals for the operation of regular food service at the Nebraska Law Enforcement Training Center (NLETC), located at 3600 North Academy Road, Grand Island, Nebraska. The successful bidder will have the right to use and occupy the cafeteria at that location, consisting of dining area, food preparation area, cold storage and dry storage. Vending machine operations are not part of this proposal and the successful bidder will not be allowed vending machine operations in the facility outside the cafeteria.

2. The food service operation shall be conducted to support the staff and student population of NLETC. The successful bidder will possess the right to sell food and non-alcoholic beverages to staff, students, and NLETC approved guests in the facility.
3. The approximate number of student meals served daily during January and May 2010 are as follows:

January 2010		May 2010	
Breakfasts	30	Breakfasts	65
Lunches	28	Lunches	74
Dinners	28	Dinners	63
June 2010		July 2010	
Breakfasts	48	Breakfasts	42
Lunches	52	Lunches	45
Dinners	46	Dinners	35

The above meal numbers are provided by the current contractor and cannot be verified independently by NLETC. These numbers are not to be interpreted as a forecast of future meal requirements as the current class count is low in comparison to past counts. These numbers are provided for background purposes only. No minimum meal count will be guaranteed. Meals required will depend on NLETC's determination of courses offered based upon demand, facility, personnel, and funds available.

E. TECHNICAL REQUIREMENTS

1. The successful bidder will provide regular food service for the term of the contract. Three meals per training day will be served Monday through Thursday, and breakfast and lunch on Fridays. For the most part, NLETC observes The State Holidays and will be closed. No meals will be served on Saturday or Sunday, or State Holidays unless by mutual agreement of Contractor and the State. There may also be short periods during the training year, such as time before or after major holidays when there will be few if no students in attendance. In such cases, Contractor and the State may curtail meal service by mutual agreement.
2. Training conducted at NLETC is rigorous over extended training hours. Diners must be afforded meal options, which will meet the caloric intake and balanced nutritional values required for strenuous activity. Diners must be offered a meal option, which will afford the diner with at least 3000 calories per day. Time for dining is constrained and time for students to return to the serving line is limited. Therefore, initial serving portions at each meal should be generous enough to satisfy the diner without the need for seconds, however, diners will be afforded unlimited seconds at no additional cost.
3. The successful bidder will provide maximum satisfaction in food service operations through quality performance, efficient and effective operations and provide a variety of wholesome and palatable food providing a variety of nutrient-dense foods and beverages within and among the basic food groups while choosing foods that limit the intake of saturated and trans fats, cholesterol, added sugars, and salt. Food shall be prepared on site, using fresh, wholesome ingredients and avoiding processed, imitation ingredients or prepackaged meals.

Technical Requirements Matrix	Yes	No	Other, Explain *
a) Staffing level will accommodate up to fifty (50) students coming through the serving line at a time with staffing available for serving, restocking, serving the salad bar and sanitation			
b) Meals are prepared from scratch in the kitchen using fresh ingredients and no imitation products			
c) Majority of food served is not purchased prepackaged then reheated or fried to serving temperature			
d) Students will be accommodated to meet individual dietary restrictions			
e) Fully stocked salad bar with over 20 vegetables, condiments, dressings will be offered daily			
f) At least one soup will be offered daily			
g) Students will receive unlimited seconds at no additional cost			
h) Students with food allergies will be accommodated and food allergens in the food will be labeled			
i) Students will have at least two choices of entrees at each meal			

*Use additional pages or Technical Approach section to respond to the Matrix if explanation is required beyond yes or no responses.

4. Contractor will meet recommended intakes within energy needs by adopting a balanced eating pattern, such as the USDA Food Guide. **BASED ON GUIDANCE FROM THE 2010 Dietary Guidelines for Americans, released by the US Department of Agriculture and the US Department of Health and Human Services in January 2010.**

5. Bidder must present a clear description of its proposed approach to the operation of the NLETC food service program that will meet the requirements of this request for bids. This operation management plan should include details on staffing levels; menu plans for four (4) weeks minimizing repeated meals, caloric content of meals, variety and flexibility; and any innovative or unique ideas that will best meet the food service needs of NLETC and its clients.
6. Bidder must describe the proposed method of marketing of meals, meal plans and/or pricing on individual items. Complete pricing information for meals, meal plans, or individual food items must be clearly stated.
7. Each bidder will provide a full description of meals or meal plans it intends to make available to diners. The description of a meal plan or plans must include:
 - a. A listing of individual items which will constitute a complete meal for breakfast, lunch and dinner.
 - b. The weight in ounces of items included in a meal.
 - c. The calorie content of meals or individual items
 - d. A description of salad options available to include approximate portion size.
 - e. A description of desert options available to include approximate portion size.
 - f. A description of beverage options available.
 - g. A description of the method of payment for meal plans.
 - h. A four (4) week meal rotation plan that minimizes repeats.
8. Each bidder must submit as part of their proposal a listing/description of a typical daily/weekly menu for a four (4) week period.
9. Food or meal plans sold by contractor will be subject to sales tax unless the purchaser is tax exempt under the State Statutes. Meal plans may be billed weekly, monthly, or quarterly after meal service is delivered and not billed in advance. Bidder shall propose their intended billing plan in their bid response. The State may request alternate billing plans other than what was proposed. Alternate plans shall be mutually agreed upon between the successful contractor and the State of Nebraska.
10. Bidder will be responsible for establishing accounts with agencies and individual students. Payment for food or meal plans will be the responsibility of agencies or individual students and payable directly to the food vendor. State will not enforce a meal plan agreement nor will the State bill or collect sums owed for meals or meal plans. Overdue or unpaid accounts will not be a liability of the State under any contract resulting from this proposal. Bidder will provide a description in the management plan outlining how accounts will be handled.
11. Contractor will, upon demand, provide the State with the number of meals served for any period specified by the State.
12. Serving hours of the dining facility will be 6:45 a.m. to 8:30 a.m. for breakfast, 11:30 a.m. to 1:30 p.m. for lunch and 4:45 p.m. to 6:45 p.m. for dinner unless modified by mutual agreement of Contractor and the State.

13. Contractor will assume operational cost of food service operation in the following areas:
 - a. Foodstuffs
 - b. Supplies excluding cleaning supplies
 - c. Uniforms and cleaning
 - d. Printing and stationary
 - e. Decorations when appropriate
 - f. Bookkeeping and payroll operations
 - g. General supervision
 - h. Cash register operations and maintenance
 - i. Establishing and maintaining accounts, billing procedures and collections for meals or meal plans sold.
14. Contractor will provide at no cost up to 50 dozen cookies (one dozen per graduating student, minimum of three varieties), up to 5 gallons of iced tea, up to 10 gallons of punch, napkins, disposable cups, and table coverings for three basic course graduations per year. Contractor will also provide a minimum of two servers to assist with setup, service the reception table, and assist with the cleanup of the reception area.
15. Contractor will provide at no cost up to 10 dozen cookies (minimum of three varieties), up to 3 gallons of punch, up to 2 gallon of tea, and napkins, disposable cups, and table coverings for one "Guest Day" event sponsored by the Nebraska State Patrol Academy for each basic camp (not more than one per year).

Within 60 days after the start of any contract, Contractor will develop in cooperation with NLETC a coordinated contingency plan which sets out procedures to be followed in the event of natural disasters, inclement weather conditions, pandemic disease emergencies, and similar emergency situations effecting food services.

F. EQUIPMENT, UTILITIES, SUPPLIES AND SPACE USE

1. The State will supply contractor space as necessary to perform food service operations such as space for storage, preparation and service of food, dining and office space.
2. The State will provide contractor with adequate capital equipment and non-expendable supplies to be used for food service programs to include fixed and moveable equipment, expendable equipment, glassware, flatware, and chinaware.
3. The State will maintain the food equipment inventory including china, silver, and glassware at the State's expense. Replacement of this inventory shall be made periodically as required for efficient food service, on specifications determined by the State.
4. Preventive measure maintenance programs and regular replacement of worn, damaged or malfunctioning capital equipment and related facilities will be paid by the State and executed with full cooperation of contractor.

5. NLETC will provide contractor the following office furniture and equipment less cash register system for the use of contractor at no charge and under the same terms applicable to capital equipment contained in the contract:
 - a. Desk
 - b. Chair
 - c. Filing cabinet
6. Contractor may elect to use the state owned cash resister system, or may elect to have the State remove the system and replace it with a system of contractor's choosing and at contractor's cost. In the event contractor chooses to use the State's cash register system, contractor will accept the system as is on the inception of the contract. Contractor will be responsible for repair, maintenance agreements, equipment modifications, programming, additional peripheral equipment, software and software updates and all fees and costs associated with use of the system. At the termination of the contract or any extension thereof, any additions of equipment, software, or peripherals will become and remain the property of the State,
7. On termination of any contract resulting from the Request for Proposal, the State shall conduct a physical inventory of all non-expendable supplies and capital equipment. All capital equipment and non-expendable equipment will be returned to the State in as good condition as at the start of the contract or time of acquisition, subject to ordinary wear and tear.
8. The State shall provide heat, gas, electricity, phone installation and local service, refrigeration, and cold and hot water.
9. The State will not guarantee an uninterrupted supply of water, electricity, gas, telephone, heat or air conditioning. The State will be diligent in restoring service following an interruption. The State will not be liable for any product loss or loss of profit which may result from the interruption or failure of any utility service.
10. Contractor purchases not provided by the State will be billed to the Contractor rather than to NLETC.

Contractor will implement energy conservation practices designed to control utility costs where practical to do so.

G. MAINTENANCE AND HOUSEKEEPING

1. Contractor shall maintain the Cafeteria and equipment in satisfactory condition and to the highest standards of cleanliness and sanitary practices.
2. Consultant inspectors of the State of Nebraska, Hall County, or City of Grand Island, Nebraska and safety and sanitation personnel shall have complete cooperation and access to all food service production, serving and storage areas.
3. Copies of reports of inspection by health authorities will be immediately made available to State when received by contractor.
4. Contractor will provide daily housekeeping, cleaning, maintenance, and sanitation service for all food service equipment and areas.

- a. Contractor will sweep all hard surface floors in the cafeteria daily.
- b. Contractor will wet mop food preparation area, serving area, and dish room daily or more often if required, using clean mop heads and appropriate cleaning/sanitizing solutions. Dry storage floors will be wet mopped once per week or more often if required.
- c. Contractor will clean and sanitize the walk-in cooler as recommended by the manufacturer.
- d. Contractor will clean and sanitize the walk-in freezer as recommended by the manufacturer.
- e. Contractor will vacuum carpet dining area as required for cleanliness and appearance, but not less than once per day of operation. Contractor will immediately clean spills and food dropped on carpet or floors. Tables will be cleaned and sanitized immediately after each meal or more often if required.
- f. Contractor will remove trash from the cafeteria daily and place in the outside dumpster. The State will contract with a disposal service at its expense to empty and remove trash from the dumpster. The State will supply contractor at its expense with trash bag liners.
- g. Contractor will remove used grease from the cafeteria and place in an outside receptacle. The State will contract with a removal service for disposal of the grease at its expense.
- h. The State will auto scrub the hard surface floors in the food service and serving areas quarterly. The State will power wash these floors twice a year.
- i. The State will deep clean or steam clean carpets in the dining once per year.
- j. The State will clean blinds, inside and outside of windows to include interior windows. In the event Contractor places decorations or signage on the windows, Contractor will clean any residue left on the windows upon removal of such items.
- k. The State will supply contractor at the State's expense the following housekeeping and maintenance equipment:
 - i. Serviceable vacuum cleaner
 - ii. Mop handles and mop heads
 - iii. Brooms
 - iv. Brushes
- l. Contractor will supply cleaning rags and the laundry of the same.
- m. Contractor will clean mop heads.
- n. The State will clean the automatic coffee maker and steamer once per year.
- o. The State will provide routine insect and rodent control as part of a contracted service paid for by the State.

5. Contractor will supply as a part of any proposal, a schedule for the equipment and of the facility, which describes the frequency, and type of cleaning Contractor intends to provide under any contract resulting from this request for bids.
6. Contractor will charge their office supplies and any other State non-funded supplies to their entity

H. PRICING

1. Pricing for individual items, complete meals, and meal plans must be consistent for each meal served and held firm through May 2012. Any request for a price increase must be submitted to the State Purchasing Bureau in writing at least 30 days prior to effective date of the increase, and must be accompanied by adequate documentation to support the request. Price increase requests are subject to approval by the State of Nebraska.

I. CONTRACT

1. Notification of intention to renew this contract for an additional one year period will be made by the State on or before September 1 of each year during the term of the contract or any renewal.
2. Terms of any renewal shall be upon such terms mutually agreed upon by the State and Contractor. Factors impacting renewal terms would include but not be limited to:
 - a. Increase or decrease in food costs.
 - b. Changes in the Mission of NLETC.
 - c. Changes in the Scope of Work requested by the State.

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

The Technical Proposal shall consist of four (4) sections:

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

1. 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 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.

2. EXECUTIVE SUMMARY

The Executive Summary shall condense and highlight the contents of the solution being proposed by the bidder in such a way as to provide the Evaluation Committee with a broad understanding of the Contractor's Technical Proposal.

Bidders must present their understanding of the problems being addressed by implementing a new system, the objectives and intended results of the project, and the scope of work. Bidders shall summarize how their Technical Proposal meets the requirements of the Request for Proposal, and why they are best qualified to perform the work required herein.

3. 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 (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 (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 state this in the proposal and 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.

4. TECHNICAL APPROACH

The technical approach section of the Technical Proposal must consist of the following subsections and fully answer questions and statements found in the Technical Requirements Matrix:

- a. understanding of the project requirements;
- b. proposed development approach;
- c. technical considerations;
- d. detailed project work plan;
- e. deliverables and due dates.
- f. staffing level adequate to meet up to fifty diners coming through at once
- g. marketing plan
- h. innovative approaches

- i. menu plan – variety, daily, weekly and monthly using fresh ingredients and prepared on site from scratch

B. COST PROPOSAL REQUIREMENTS

This section describes the requirements to be addressed by bidders in preparing the Cost Proposal, Attachment A. 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 this RFP from the Technical Proposal section.

The component costs of the fixed price proposal for providing the services set forth in the Request for Proposal must be provided by submitting forms substantially equivalent to those described below.

1. PRICING SUMMARY

This summary shall present the total fixed price to perform all of the requirements of the Request for Proposal. The bidder must include details in the Cost Proposal supporting any and all costs and that the price quoted is sustainable over the term of the contract. These details must include, at a minimum, detailed descriptions and/or specifications of the goods and/or services to be provided, quantities, and timing and unit costs, if applicable.

The State reserves the right to review all aspects of the Cost Proposal for reasonableness and to request clarification of any proposal where the cost component shows significant and unsupported deviation from industry standards or in areas where detailed pricing is required.

2. PRICES

Prices quoted shall be net, including transportation and delivery charges fully prepaid by the bidder, F.O.B. destination named in the Request for Proposal. 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.

C. PAYMENT SCHEDULE

The payment schedule for the project is tied to specific dates and deliverables. Invoices may be submitted by the contractor on specific dates based on the completion and acceptance of related deliverables. No invoice will be approved unless the associated deliverables have been approved. A percentage of the total contract cost may then be invoiced based on the following schedule.

Form A

Bidder Contact Sheet

Request for Proposal Number 3562Z1

Form A 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.

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:	

Form B

Notification of Intent to Attend Pre-Proposal Conference

Request for Proposal Number 3562Z1

Bidder Name:	
Bidder Address:	
Contact Person:	
E-mail Address:	
Telephone Number:	
Fax Number:	
Number of Attendees:	

The "Notification of Intent to Attend Pre-Proposal Conference" form should be submitted to the State Purchasing Bureau via e-mail (matpurch.dasmat@nebraska.gov), facsimile (402-471-2089), hand delivered or US Mail by the date shown in the Schedule of Events.

Attachment A

Cost Schedule

Request for Proposal Number 3562Z1

A. Meal Plan

The Meal Plan is the total cost of all meals charged to agencies for each student for the entire 14 week basic academy. It also serves as a basis for individual meals purchased by other students and staff whether attending a weeklong course or simply having a one-time meal, including the Nebraska State Patrol. The below price is for a full meal including hot entree, salad/fruit, beverage, and desert. **No individual meals or consumption of a number of individual items will exceed this base cost.**

Breakfast	\$ _____
Lunch	\$ _____
Dinner	\$ _____
Day Total	\$ _____

B. Price list of individual Items attached: Yes _____ No _____

Diners who are not basic students shall have an option of eating individual items short of a full meal (ala carte pricing). Popular individual items would include salad bar, soup & salad bar, main entrée only with no salad or desert, sandwich & chips, eggs & toast only, cup of coffee or beverage, coffee or beverage for all day, and any items such as candy bars or other sundries that the vender may desire to sell at the register.

Note: The price list for individual items will not be a part of the cost evaluation.

C. Bidder's acknowledgement of compliance that meals will not be billed in advance:

Bidder agrees to invoice students/agencies after meals have been consumed. No meals provided shall be billed in advance.

Compliant _____ **Non-Compliant** _____

Note: Bidder must mark "**Compliant**" in this section in order to have their proposal response evaluated. Responses to this Form that are marked "**Non-Compliant**" will not be forwarded to the Nebraska Commission on Law Enforcement and Criminal justice for evaluation.

This Week Menu March 7 – March 11

Monday, Mar. 7

Breakfast Scramble eggs, hash brown, sausage, French toast and cereal.
Lunch Herb Grilled Chicken or Sandwich w/ soup.
Dinner Hot Roast Beef Sandwich

Tuesday, Mar. 8

Breakfast Biscuit & Gravy, scramble eggs, hash brown and cereal.
Lunch Beef Noodle or Sandwich w/ soup.
Dinner Shepherd Pie or Sandwich w/ soup.

Wednesday, Mar. 9

Breakfast Scramble eggs, hash brown, bacon, pancake and cereal.
Lunch Tuna & Green Bean Bake or Sandwich w/ soup.
Dinner Taco Night "Create Your Own"

Thursday, Mar. 10

Breakfast Breakfast Burrito, scramble eggs, hash brown and cereal.
Lunch Chili Mac w/ corn bread, grilled veggie or Sandwich w/ soup.
(Fish Sandwich on request only 10 mins. wait)
Dinner BBQ Pulled Pork Sandwich, baked beans, cole slaw.

Friday, Mar. 11

Breakfast Scramble eggs, hash brown, sausage, pancake and cereal.
Lunch Fried Chicken or Sandwich w/ soup. (Fish sandwich on request only 10 mins. wait)



**The following training was delivered by the
Nebraska Law Enforcement Training Center in 2010**
(excludes NSPTA courses that are reported via NSP)

1- Mandatory Courses (11 courses, 49,614 training hours, 236 graduates)

➤ **Basic Officer Certification (607 hours, 14 weeks, training hours 40,986)**

Three basic sessions were held, starting with 100 students and graduating 81

➤ **Basic Jail Certification (80 hours, 2 weeks, training hours 3,440)**

Two basic jail sessions were held, graduating 43

➤ **Management Certification (24 hours, 3 days, training hours 576)**

One Management sessions was held, graduating 24

➤ **Reciprocity/Reserve Certification(180/212 hours, most via on-line, hours 3,316)**

Two sessions held, starting with 41 seats and graduating 34

➤ **Supervision Certification (24 hours, 3 days, training hours 1296)**

Three sessions were held, 54 graduates

2- Specialized Courses (87 courses offered, 861 students, training hours 13,756)

Specialized offerings included, Basic Dispatcher, Child Injury & Child Death Investigation, Civil Process, Department of Agriculture Training, Defensive Tactics Instructor & recertification, Escape & Evasion, Emergency Medical Dispatcher, Emergency Vehicle Operations Instructor, Firearms Instructor & recertification, Field Training Officer, Grade Crossing Collision, Use of Force Instructor Development Course, Defensive Duty Knife Instructor, Laser Training, NCIC Telecommunicator, Police Service Dog, Older Driver Training, NE Policies Best Practices, Patrol Rifle Instructor Course, Sheriff's Continuing Education, SHARP Instructor & recertification.

3- Drug Grant Courses (12 Courses offered, 206 students, training hours 1,782)

Under the Crime Commission drug grant, offerings included; Homicide Investigation, Drug Interdiction, Intro to Drugged Driving, Tactical Ground Fighting Instructor, and MILO Regional Training in Holdrege, Jefferson County and Wayne Police.

4- Highway Safety Grant (19 Courses offered, 490 students, training hours 8,531)

Under the Nebraska Office of Highway Safety Grant, regional and NLETC hosted training including, Advanced Accident Investigation, Intermediate Accident Investigation, CAD Zone Basic & Advance, In-Car-Video, Laser Radar, DataMaster Breath Testing, Preliminary Breath Testing, Radar Instructor & recertification, Standardized Field Sobriety Testing, and IPTM Traffic Crash Reconstruction.

5- Total Offerings, 133 Courses, 1,793 students, 73,683 training hours